# **AGENDA**

# CUMBERLAND COUNTY BOARD OF COMMISSIONERS JUDGE E. MAURICE BRASWELL CUMBERLAND COUNTY COURTHOUSE - ROOM 118 SEPTEMBER 4, 2018 9:00 AM

INVOCATION - Commissioner Charles Evans

PLEDGE OF ALLEGIANCE -

Recognition of Commissioner Charles Evans As First Vice President of the N.C. Association of Black County Officials

- 1. APPROVAL OF AGENDA
- 2. PRESENTATIONS
  - A. Presentation on Successful Clear the Shelters Event at Cumberland County Animal Control

#### 3. CONSENT AGENDA

- A. Approval of August 16, 2018 Special Meeting for Update on 2018 Strategic Goals Plan Minutes and August 20, 2018 Regular Meeting Minutes
- B. Approval of a Proclamation Proclaiming September as PACE Month in Cumberland County
- C. Approval of Chapin Hall at the University of Chicago Contract for the Department of Social Services
- D. Approval of Capital Project Ordinance #190001 for the Ann Street Landfill Partial Closure Project
- E. Approval of Appointments of Deputy Finance Officers for Check Signing Purposes for Staff of the Sheriff's Office and Department of Social Services
- F. Approval of Payment of Prior Year Invoice for the Solid Waste Department
- G. Approval of Payment of Prior Year Invoice for the Engineering and Infrastructure Department
- H. Approval of Offer to Purchase Surplus Property Located at 504 Carteret Place, Fayetteville, NC
- I. Approval of Budget Ordinance Amendments for the September 4, 2018 Board of Commissioners' Agenda
- 4. ITEMS OF BUSINESS \*\*There are no Items of Business for this Meeting\*\*
- 5. NOMINATIONS
  - A. Cumberland County Juvenile Crime Prevention Council (4 Vacancies)

- B. Board of Adjustment (2 Vacancies)
- 6. APPOINTMENTS
  - A. Nursing Home Advisory Board (9 Vacancies)
  - B. Adult Care Home Community Advisory Committee (9 Vacancies)
  - C. Transportation Advisory Board (1 Vacancy)
- 7. CLOSED SESSION:
  - A. Attorney-Client Matter Pursuant to NCGS 143.318.11(a)(3)

#### **ADJOURN**

# **WATCH THE MEETING LIVE**

THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, CO.CUMBERLAND.NC.US. LOOK FOR THE LINK AT THE TOP OF THE HOMEPAGE.

THE MEETING WILL ALSO BE BROADCAST LIVE ON FAYETTEVILLE/CUMBERLAND EDUCATIONAL TV (FCETV), SPECTRUM CHANNEL 5.

IT WILL BE REBROADCAST ON WEDNESDAY, SEPTEMBER 5, AT 7:00 PM AND FRIDAY, SEPTEMBER 7, AT 10:30 AM.

# **REGULAR BOARD MEETINGS:**

September 17, 2018 (Monday) - 6:45 PM October 1, 2018 (Monday) - 9:00 AM October 15, 2018 (Monday) - 6:45 PM

THE MEETING VIDEO WILL BE AVAILABLE ATYOUTUBE.COM/CUMBERLANDCOUNTYNC



# ASSISTANT COUNTY MANAGER STRATEGIC MANAGEMENT/ GOVERNMENTAL AFFAIRS

# MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 4, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER FOR STRATEGIC

MANAGEMENT/GOVERNMENTAL AFFAIRS

**DATE:** 8/27/2018

SUBJECT: RECOGNITION OF COMMISSIONER CHARLES EVANS AS FIRST VICE PRESIDENT OF THE N.C. ASSOCIATION OF BLACK COUNTY OFFICIALS

#### **BACKGROUND**

Commissioner Charles Evans was sworn in as the first vice president of the N.C. Association of Black County Officials (NCABCO) for 2018-2019 on August 24, 2018. Commissioner Evans was the association's second vice president for 2017-2018. The association held its annual meeting in conjunction with the N.C. Association of County Commissioners (NCACC) annual conference in Hickory.

In addition to his leadership position with the state Association of Black County Officials, Commissioner Evans was appointed to serve on the Justice and Public Safety Steering Committee for the National Association of Counties (NACO).

#### RECOMMENDATION / PROPOSED ACTION

Recognize Commissioner Evans on being sworn in as the first vice president of the N.C. Association of Black County Officials.



# ASSISTANT COUNTY MANAGER STRATEGIC MANAGEMENT/ GOVERNMENTAL AFFAIRS

# MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 4, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER

**DATE:** 8/23/2018

SUBJECT: PRESENTATION ON SUCCESSFUL CLEAR THE SHELTERS EVENT AT CUMBERLAND COUNTY ANIMAL CONTROL

#### **BACKGROUND**

Assistant County Manager Tracy Jackson will introduce Animal Control Director Elaine Smith who will report on the Clear the Shelters event held August 18, 2018, at the Animal Shelter. During the day, 118 dogs and cats were adopted, as well as one ferret.

The Public Information Office will also show a short video highlighting the day's activities.

# RECOMMENDATION / PROPOSED ACTION

For information purposes only.



# **CLERK TO THE BOARD OF COMMISSIONERS**

# MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 4, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

**DATE:** 9/4/2018

SUBJECT: APPROVAL OF A PROCLAMATION PROCLAIMING SEPTEMBER AS PACE MONTH IN CUMBERLAND COUNTY

# **BACKGROUND**

A request was received for a proclamation proclaiming September 2018 as PACE Month in Cumberland County.

# RECOMMENDATION / PROPOSED ACTION

The Board of Commissioners is respectfully requested to consider approval of the proclamation.

# **ATTACHMENTS:**

Description

Proclamation Proclaiming September 2018 as PACE Month in Cumberland County Backup Material



WHEREAS, Programs of All-Inclusive Care for the Elderly (PACE) address the needs of the frail elderly and disabled adults ages 55 and older, a population which is growing rapidly and whose impact on health care costs is significant; and

WHEREAS, PACE are fully integrated models of care that provide comprehensive, highly coordinated care allowing frail older adults who meet state eligibility criteria for nursing home level of care, to continue living in the community; and

WHEREAS, Individuals enrolled in PACE receive all Medicare and Medicaid covered items and services and additional support which promote wellbeing and greater independence; and

WHEREAS, PACE assumes full financial risk for all care and medical services, including transportation, hospitalization, and long-term care in return for capitated payments from Medicare and Medicaid, thereby controlling costs for the state while providing improved health outcomes and improved quality of life; and

WHEREAS, LIFE at St Joseph of the Pines opened in 2011, operating throughout the City of Fayetteville, Cumberland County, Hoke County, and portions of Harnett, Moore and Robeson counties, having served approximately 674 participants and families.

NOW THEREFORE, LET IT BE RESOLVED, that the Cumberland County Board of Commissioners hereby proclaims September 2018 as PACE MONTH in Cumberland County and commends its observance to the Cumberland County community.

Adopted this 4th day of September 2018.

Larry L. Lancaster, Chairman
Cumberland County Board of Commissioners



#### DEPARTMENT OF SOCIAL SERVICES

# MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 4, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: BRENDA REID JACKSON, DIRECTOR

**DATE:** 8/22/2018

SUBJECT: APPROVAL OF CHAPIN HALL AT THE UNIVERSITY OF CHICAGO CONTRACT FOR THE DEPARTMENT OF SOCIAL SERVICES

#### **BACKGROUND**

The purpose of this contract renewal with Chapin Hall at the University of Chicago is to allow for the continued development of a multidimensional and integrative service delivery model for aging out foster children and older teens in transition to adulthood in Cumberland County DSS custody to improve their outcomes. Chapin Hall acts as a trusted intermediary to assist CCDSS to integrate all efforts, such as A Model Approach for Change in Child Welfare (AMAC-CW), and to collaborate with Cumberland's Partners to create a model for change in child welfare. AMAC-CW employs a modified approach to collective impact that will result in an effective, articulated, and documented approach to system changes that will improve outcomes for older youth in foster care and advance child welfare and family support programs in Cumberland County. Duke Endowment has awarded Cumberland County DSS a multi-year grant for the implementation plan for AMAC-CW, in an effort to reform child welfare systems.

#### RECOMMENDATION / PROPOSED ACTION

We respectfully request your approval of the contract renewal for Chapin Hall at the University of Chicago for \$100,894.50.

# **ATTACHMENTS:**

Description
Chapin Hall at University of Chicago Contract

Type

Backup Material

# CHAPIN HALL AT THE UNIVERSITY OF CHICAGO

	Contract	Fiscal Year Begins <u>July 1, 2018</u> Ends <u>June 30, 2019</u>	•
"C	ounty") and Chapin Hall at the Un	by and between the Cumberland County Department of Social inversity of Chicago. (the "Contractor") (referred to collectively as number is on file with the Cumberland County Finance Department.	
1.	Contract Documents: This Contr	ract consists of the following documents:	
	<ol> <li>Federal Certification Regarding (Attachment C)</li> <li>Conflict of Interest (Attachme</li> <li>No Overdue Taxes (Attachme</li> <li>Federal Certification Regarding</li> <li>Federal Certification Regarding</li> <li>Federal Certification Regarding</li> <li>Federal Certification Regarding</li> <li>HIPAA Business Associate A</li> <li>Certification of Transportation</li> <li>IRS federal tax-exempt letter</li> <li>Certain Reporting and Auditing</li> <li>Attachment M – State Certification</li> </ol>	on of services, and rate (Attachment B)  g Drug-Free Workplace & Certification Regarding Nondiscrimination  ent D)  ent E)  ng Environmental Tobacco Smoke (Attachment F)  ng Lobbying (Attachment G) - NOT REQUIRED  ng Debarment (Attachment H) - NOT REQUIRED  addendum (Attachment I) - NOT REQUIRED  n (Attachment J) - NOT REQUIRED  n (Attachment J) - NOT REQUIRED  or 501(c) (Attachment K) <a href="http://www.irs.gov/pub/irs-pdf/f1023.pdf">http://www.irs.gov/pub/irs-pdf/f1023.pdf</a> ng Requirements (Attachment L) - NOT REQUIRED  cation  Regarding Nondiscrimination, Clean Air Act, Clean Water Act	. ;
	These documents constitute the entor agreements.	tire agreement between the Parties and supersede all prior oral or wi	ritten statements
2.	Documents, the terms in the Con precedence shall be the order of do highest precedence and the last-	cuments: In the event of a conflict between or among the terms tract Document with the highest relative precedence shall prevail ocuments as listed in Paragraph 1, above, with the first-listed document listed document having the lowest precedence. If there are mendment shall have the highest precedence and the oldest amendment.	. The order of ment having the ultiple Contract
3.	Effective Period: This contract sh This contract must be twelve mont	nall be effective on July 1, 2018 and shall terminate on June 30, 2019 hs or less.	9.
4.	Contractor's Duties: The Cont described in Attachment B, Scope	tractor shall provide the services and in accordance with the ap	oproved rate as
5.	Documents. The total amount paid This amount consists of \$0.00 in Fe [X] a. There are no matching requ	hall pay the Contractor in the manner and in the amounts specified d by the County to the Contractor under this contract shall not exceederal funds, \$0.00 in State Funds, \$0.00 in County funds, \$0.00 TA direments from the Contractor.  requirement is \$, which shall consist of:	ed \$100,894.50.
	[ ] In-kind [ ] Cash and In-kind The contributions from the Contract	[ ] Cash	

#### 6. Reversion of Funds:

Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

### 7. Reporting Requirements:

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.106.

## 8. Payment Provisions:

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

9. Contract Administrators: All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

#### For the County:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title: Jasmen Lima, Accounting Technician IV	Name & Title:
County: Cumberland	County: Cumberland
Mailing Address, P.O. Box 878	Street Address: 1225 Ramsey Street
City, State, Zip: Fayetteville, NC 28302	City, State, Zip: Fayetteville, NC 28301
Telephone (910) 677-2021	
Fax: (910) 677-2886	, i
Email: jasmenlima@ccdssnc.com_	

#### For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title: Joanne Pearlman, Director of Financial	Name & Title
Operations	
Company Name: Chapin Hall at the University of	Company Name
Chicago	
Mailing Address: 1313 East 60th Street	Street Address
City State Zip: Chicago, Illinois 60637	City State Zip
Telephone: 773-256-5222	
Fax: 773-256-5322	
Email: jpearlman@CHAPINHALL.ORG	

# 10. Supplementation of Expenditure of Public Funds:

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

#### 11. Disbursements:

As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
  - Validity and accuracy of payment
  - Payment due date
  - Adequacy of documentation supporting payment
  - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.
- 12. Outsourcing to Other Countries: The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.
- 13. Federal Certifications: Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

# CHAPIN HALL AT THE UNIVERSITY OF CHICAGO

Sign	ature	Warra	anty
The	under	signed	rep

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

CONTRACTOR:	
Signature Signature	August 13, 2018  Date
Bryan Samuels Printed Name	Executive Director Title
COUNTY OF CUMBERLAND	J-22-18
Brenda Reid Jackson Printed Name	Date  Director  Title
By: Larry L. Lancaster, Chairman Cumberland County Board of Commissioners	Date
This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.	Approved for Legal Sufficiency:
By: VICKI EVANS County Finance Director	By:

# ATTACHMENT A General Terms and Conditions

#### Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

**Assignment:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may:

- (a) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
- (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this

document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

# **Indemnity and Insurance**

Indemnification: The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out of the negligence or reckless or willful acts or omissions of the Contractor in connection with the performance of this contract.

Insurance: During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- (a) Worker's Compensation The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- (b) Commercial General Liability General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) Automobile Liability Insurance: The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$25,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
  - (a) owned by the Contractor and used in the performance of this contract;

- (b) hired by the Contractor and used in the performance of this contract; and
- (c) Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned – unless the vehicle is used in the performance of this contract.

- (d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (e) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
- (f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its selfinsurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
  - (h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
  - (i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
  - (j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
  - (k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
  - (1) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County

before the Contractor begins work under this contract.

**Transportation of Clients by Contractor:** The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

#### **Default and Termination**

**Termination Without Cause:** Either party may terminate this contract without cause by giving 30 days prior written notice to the other party.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner (a "Default"), the County shall provide written notice of the Default to Contractor and provide fifteen (15) days to cure such Default, or such other time as County may allow in its reasonable discretion. Should Contractor fail to cure the Default, County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be In case of default by the Contractor, determined. without limiting any other remedies for breach available to it, the County may procure the contract services from other sources. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by either Party of any default or breach in compliance with the terms of this contract shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of each Party.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

## **Intellectual Property Rights**

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables. County acknowledges Contractor's ability to publish materials, consistent with academic standards, resulting from the services provided under this contract; provided however, that such publication does not disclose proprietary trade secrets or confidential information of County. Contractor agrees to acknowledge the County in any such publications and to include a disclaimer to the effect that the published material does not necessarily reflect the views of the County. Cumberland County has the right to review and approve all publications to help ensure that no confidential, proprietary, or personally identifying information is contained in any publication. Contractor agrees to provide County with a copy of such publications prior to publication.

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the County shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-

# CHAPIN HALL AT THE UNIVERSITY OF CHICAGO

506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

## Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Title VI, Civil Rights Compliance: In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

**Equal Employment Opportunity:** The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

- (a) Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.
- (b) Duty to Report: The Contractor shall report a confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.
- (c) Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule

requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

Trafficking Victims Protection Act of 2000: The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

Executive Order # 24: It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

# Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

#### Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the County. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if

any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

#### Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

#### Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be the county is which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs

CHAPIN HALL AT THE UNIVERSITY OF CHICAGO

and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

**Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this contract.

**Key Personnel:** The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and

any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

# ATTACHMENT B - Scope of Work

A. CONTRACTOR INFORMATION
1. Contractor Agency Name: Chapin Hall at the University of Chicago
2. If different from Contract Administrator Information in General Contract:
Address same
Telephone Number: (773) 256-5125 Fax Number: (773) 256-5325 Email: kposkus@chapinhall.org
3. Name of Program (s):
4. Status: ( ) Public (X) Private, Not for Profit ( ) Private, For Profit
5. Contractor's Financial Reporting Year July 1 through June 30
B. Explanation of Services to be provided and to who (include SIS Service Code)
The purpose of this initiative is to Employ a modified approach to collective impact that will result in an effective, articulated, documented approach to systems change that will improve outcomes for older youth in child welfare and inform child welfare and family support programs in Cumberland County. Improving the internal County support structures available to families is the first step towards improving the well-being for children and youth in care and improving youth outcomes. The initiative will begin with an internal focus on all services, staffing, and funding within the organization to ensure all resources are maximized to address the needs of this vulnerable population. The focused review will examine not only the current use of county, state, federal and grant child welfare funding, but will also examine guardianship and adult protective services, and employment and training opportunities through Temporary Assistance for Needy Families and Food and Nutrition programs. (See attached Scope of Work).
C. Rate per unit of Service (define the unit).
Total Cost and Contract Invoicing Scheduling
The cost for service starting July 1, 2018 is \$100,894.50 - the first of two funding installments. A contract amendment will be completed for the second installment of \$135,020.50. This is anticipated mid-fiscal year July 1, 2018-June 30, 2019.
1. If Standard Fixed Rate, Maximum Allowable: Contract shall not exceed \$100,894.50
2. Negotiated County Rate: N/A
D. Number of units to be provided: Outlined in Scope of Work  E. Details of Billing process and Time Frames:  F. Area to be served/Delivery site(s): Cumberland County
(Signature of County Authorized Person)
August 13, 2018 122-15
(Date Submitted) (Date Submitted)

#### ATTACHMENT C

# CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS AND CERTIFICATION REGARDING NONDISCRIMINATION

Cumberland County Department of Social Services/Human Services

- I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - B. Establishing a drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The Contractor's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);
  - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  - E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;
  - F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
    - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

II. The site(s) for the performance of work done in connection with the specific agreement are listed below;

#### CHAPIN HALL AT THE UNIVERSITY OF CHICAGO

1.	1225 Ramsey Street	
	(Street address)	
	Fayetteville, Cumberland County, NC 28302 (City, county, state, zip code)	
2.	(Street address)	
	(Street address) (City, county, state, zip code)	

Contractor will inform the County of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment

45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.

## **Certification Regarding Nondiscrimination**

The Vendor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

Chapin Hall at the University of Chicago
Agency/Organization

August 13, 2018

**Executive Director** 

Date

(Certification signature should be same as Contract signature.)

#### ATTACHMENT D

#### **Conflict of Interest Policy**

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

- A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.
- B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.
- C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:
  - 1. The Board member or other governing person, officer, employee, or agent;
  - 2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
  - 3. An organization in which any of the above is an officer, director, or employee;
  - 4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.
- D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.
- E. Board Action -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of
- Directors/Trustees or other governing body:

  F. Violations of the Conflicts of Interest Policy If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to

Notary Public

explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

- G. Record of Conflict -- The minutes of the governing board and all committees with board delegated powers shall contain:
  - 1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing boards or committee's decision as to whether a conflict of interest in fact existed.
  - 2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

(Official

My Commission expires

Chapin Hall at the University of Chicago
Name of Organization
Signature of Organization Official
August 13, 2018
Date
NOTARIZED CONFLICT OF INTEREST POLICY
State of <u>ellips</u>
State of LUlings County of COK
I, Notary Public for said County and State, certify that Bryan Samuels personall appeared before me this day and acknowledged that he/she is the Executive Director of Chapin Hall at the University of Chicago and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted/declined (circle one) by Chapin Hall at the University of Chicago.
Sworn to and subscribed before me this 13h day of nugust, 2018
Sworn to and subscribed before me this 13th day of August, 2018

Notary Public, State of Illinois My Commission Expires November 03, 2020

20 A O

#### ATTACHMENT E - OVERDUE TAXES

# Chapin Hall at the University of Chicago 223 E. Main St. Suite 404 Chicago, Illinois 60637

July 1, 2018

To: Cumberland County Department of Social Services/Human Services

#### Certification:

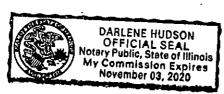
We certify that Chapin Hall at the University of Chicago. does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

#### **Sworn Statement:**

Bryan Samuels being duly sworn, say that I am the Executive Director of Chapin Hall at the University of Chicago of Chicago in the State of Illinois; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by myself. I also acknowledge and understand that any misuse of funds will be reported to the appropriate authorities for further action.

Sworn to and subscribed before me on the day of the date of said certification.

My Commission Expires: 11/03/2020





#### ATTACHMENT F

#### CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Cumberland County Department of Social Services/Human Services

#### Certification for Contracts, Grants, Loans and Cooperative Agreements

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this application, the Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards which contain provisions for children's services and that all subgrantees shall certify accordingly.

**Executive Director** 

Title

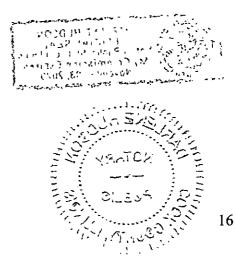
Chapin Hall at the University of Chicago

Agency/Organization

August 13, 2018

Date

(Certification signature should be same as Contract signature.)



#### ATTACHMENT K

#### What is a Private Non-Profit Agency?

Answer: A private nonprofit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

#### What is a 501(c)(3) designation?

Answer: When the agency becomes a state private nonprofit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private nonprofits.

#### Who can obtain a 501(c)(3) designation?

**Answer:** Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the nonprofit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and nonprofit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

#### How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [ www.irs.gov/eo]

#### IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service
Exempt Organizations Determinations
P.O. Box 2508
Cincinnati, OH 45201

You may also contact the <u>Taxpayer Advocate Service</u>, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private nonprofit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax-exempt status is granted, the private nonprofit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

# What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax-Exempt Letter. Check date for expiration and check if current address of agency is reflected.

#### ATTACHMENT M

# State Certifications Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: <a href="http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter 64/Article 2.pdf">http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter 64/Article 2.pdf</a>
- G.S. 133-32: http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter 105/GS 105-164.8.pdf
- G.S. 143-48.5: <a href="http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter 143/GS 143-48.5.html">http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter 143/GS 143-48.5.html</a>
- G.S. 143-59.1: <a href="http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\_143/GS\_143-59.1.pdf">http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\_143/GS\_143-59.1.pdf</a>
- G.S. 143-59.2: <a href="http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\_143/GS\_143-59.2.pdf">http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\_143/GS\_143-59.2.pdf</a>
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter 143/GS 143-133.3.html
- G.S. 143B-139.6C: <a href="http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\_143B/GS\_143B-139.6C.pdf">http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\_143B/GS\_143B-139.6C.pdf</a>

#### Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: <a href="https://www.uscis.gov">www.uscis.gov</a>
  - Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute 153A-99.1, which states in part as follows:
  - Counties Must Use E-Verify Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
  - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
  - (b) [check one of the following boxes]
    - ⊠ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
    - ☐ The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
  - (a) He or she is a duly authorized representative of the Contractor named below;
  - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
  - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name:	Chapin Hall at the University of Chicago	
Contractor's Authorized Agent:	Signature Market Market	Date August 13,2018
	Printed Napre Sylvan Sumuels	Title Executive Director
Witness:	Signature / Mu 1 / MM	. Date August 13,2018
	Printed Name Joanne L. Pearlman	Title Director of Financial Operation

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

#### ATTACHMENT N

Cumberland County Department of Social Services/Human Services

# CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

# **Certification Regarding Nondiscrimination**

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: The Contractor that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014). The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities: The Contractor must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to

programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

## IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

## V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

#### CHAPIN HALL AT THE UNIVERSITY OF CHICAGO

- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
  - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
  - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Executive Director

Chapin Hall at the University of Chicago

August 13, 2018

Agency/Organization

Date

(Certification signature should be same as Contract signature.)



<b>CONTRACT #:</b>	

<u>IRAN DIVESTMENT ACT CERTIFICATION</u>. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

<u>E-VERIFY</u>. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

Date <u>August 13, 2018</u>

Company Name: Chapin Hall at the University of Chicago

23

# A Model Approach for Change in Child Welfare (AMAC-CW)

# Presented to:

Bryan Samuels, Executive Director Chapin Hall at the University of Chicago 1313 East 60<sup>th</sup> Street Chicago, Illinois 60637

Presented by:

Brenda Reid Jackson, Director Cumberland County Department of Social Services 1225 Ramsey Street Fayetteville, North Carolina 28302-2429

Contract Year: July 1, 2018 through June 30, 2019

# Purpose of Initiative

Employ a modified approach to collective impact that will result in an effective, articulated, documented approach to systems change that will improve outcomes for older youth in child welfare and inform child welfare and family support programs in Cumberland County. Improving the internal County support structures available to families is the first step towards improving the well-being for children and youth in care and improving youth outcomes. The initiative will begin with an internal focus on all services, staffing, and funding within the organization to ensure all resources are maximized to address the needs of this vulnerable population. The focused review will examine not only the current use of county, state, federal and grant child welfare funding, but will also examine guardianship and adult protective

services, and employment and training opportunities through Temporary Assistance for Needy Families and Food and Nutrition programs.

While collective impact is in use across the nation, it has not been used as an organizing framework for reforming child welfare systems. The overarching goal is to use a refined form of collective impact as an organizing framework for systems change, while integrating data analytics and strategies for using research evidence to (a) reduce the number of children entering into child welfare; (b) coordinate outreach to at-risk families to connect services and sustain the family when possible; and (c) improve the safety, permanency and child well-being outcomes for all youth across Cumberland County starting with our older youth population.

Systems change is a shift in the way that an agency <u>makes decisions</u> about policies, programs, and the allocation of its resources and, ultimately, in the way it <u>delivers supports and services</u> to its citizens. Effective systems change requires the agency to <u>build collaborative bridges</u> among multiple agencies, community members, and other stakeholders.

In the case of Cumberland County, systems change as the centerpiece of collective impact distinguishes collective impact from what a conventional service-delivery program revision might entail. When funds are spent "just" to deliver services, their impact is limited to the people who receive those services. When services are siloed, their impact is limited to selected challenges that impede quality of life and a corresponding incapacity to attend to improving quality of life. But when funds are devoted effectively to systems change, impact can extend beyond a single program or multiple programs in isolation. When implemented and documented with care, collective impact can be used to develop "a model approach to change in child welfare" (AMAC-CW) which has the potential to ensure effect across multiple programs, agencies, and service recipients, with benefits that accrue to the entire community well into the future.

#### Elements of the Multi-Year Initiative

A Model Approach for Change in Child Welfare (AMAC-CW) embodies the essence of collective impact. We propose an approach that begins with the internal workings of the child welfare agency and extends to, includes, and catalyzes the efforts of the greater community. Cumberland's partners in this effort include Southeastern Workforce Strategies (SWS), University of North Carolina Chapel Hill (UNC-CH), NC DHHS-Division of Social Services (State DSS), Chapin Hall at University of Chicago, Casey Family Programs, and key community

stakeholders and governing bodies, as indicated in the text and work plan that follow. The State DSS has committed to AMAC-CW by partnering with CCDSS and SWS to provide Chapin Hall access to administrative data through existing agreements with UNC-Chapel Hill. Casey Family Programs formally joined this effort and believes this work will help further the 2020: Building Communities of Hope Initiative. The partners aim to pursue a vision for improving safety, permanency, well-being and quality of life.

#### Vision:

Children grow up in households and communities with caring adults, have positive educational and vocational experiences, and benefit from informal and formal community supports that enable them to develop into healthy, socially competent, independent, productive adults.

#### Project Goal:

Using a collective impact (CI) approach, create a sustainable, replicable model of change that supports the vision and enables reform of the social service system to improve the safety, permanency and well-being of children, youth, and families in Cumberland County and beyond.

As detailed in the work plan included in the approved grant proposal the multi-year project will be delivered in phases with the proposed two years (phase 1) focusing on the continued internal (Cumberland DSS and existing partners) preparation and planning. The effort focuses on developing and testing practical strategies for helping child welfare and related social services using data and research findings to more effectively to refine policy, reform program implementation within public agencies, and redesign and delivery of a new practice model for child welfare that promises novel integration.

Duke Endowment has expressed an interest in financially investing in a multi-year implementation plan for AMAC-CW after the two-year phase I funding. The research informs the redesign of practice strategies that are an efficient use of staff time and inform the service delivery system for youth aging out of care. Based on funding availability year-three will consist of the enact full implementation A Model for Change in Child Welfare (AMAC-CW) that includes new and revised policy and procedures (policy, data and practice model), implementation monitoring, data and analysis, and embedding of CQI. Further, the partners are confident that the focus on documentation and refinement of the model across time will enable the initial project investment to leverage systems change efforts well beyond Cumberland County.

#### **Anticipated Results**

AMAC-CW will have both county specific outcomes and broader systemic impacts in its development and implementation. Specifically, CCDSS will co-create collaborative processes to address the escalating rates of youth aging out of the child welfare system without the educational and life skills to successfully transition into early adulthood.

The project will leverage administrative data (e.g., baseline information on the number of available foster care placements; pathways of youth in, through, and beyond the system) to

inform action and develop sustainable systems reform and innovations. CCDSS has invested significant time, energy, and resources to prepare staff to effectively engage in this process. Based on funding availability, long term anticipated results based on a 3-5 year implementation beyond the initial two years of project include:

Systems Change  □ Integrated data system used to advance the work in DSS □ Improved array of services and funding supports for DSS □ Enhanced cross system coordination
Child Welfare Outcomes
☐ Decreased rate of repeat maltreatment
☐ ☐ Safe reduction of the number of children/youth entering out-of-home care
☐☐Increased timeliness and use of reunification
☐ Increased placement stability
☐☐Safe number of children in group home and congregate care
☐☐Improved parental and caregiver well-being
Youth Outcomes
☐☐Permanence-connected to at least one caring adult or family
☐☐Employable and able to obtain steady employment
□□Educational and vocational attainment
□□Strong independent living skills
□ Socially and emotionally competent-

Collectively, these approaches implemented in collaboration and partnership across the public systems will create more efficient service delivery models tailored to meet the needs of the youth and county-specific contexts. CCDSS and partners will refine, plan, implement, evaluate and replicate this model to improve the services to children and families and influence the system for positive change. The model once fully implemented and refined will be replicable, and adaptable across jurisdictions, enabling monitoring and improvement of child welfare outcomes of varying type and emphasis in future applications.

# Phase II. Year Two July 1:2019 through June 30:2019

Continue the work as part of a two-year engagement, we will continue to employ A Model Approach for Change in Child Welfare (AMAC-CW) by embodying the essence of collective impact that will result in an effective, articulated, documented approach to system change that will improve outcomes for older youth in child welfare and inform child welfare and family support in Cumberland County. Cumberland's partners in this effort include SWS, Inc, University of North Carolina at Chapel Hill, Chapin Hall at the University of Chicago, and key community stakeholders and governing bodies as indicated in the grant text and work group. Duke Endowment has embraced this effort and awarded a two-year grant for this work.

Further Duke Endowment understands the need for a 5 to 6-year implementation process and has voiced interest based on the progress of the first two years for possibly a continual financial

investment. CCDSS will work with local, county and state partners as well as other grantors to seek funds to further the work and commitment to the initiative.

Detail activities are outlined in the May 2017 AMAC-CW Two-Year Work Plan approved in the Duke Endowment grant proposal for year one through two. The grant is dispersed in installments two times a year for two years. (\$100,894.5 Duke Endowment Grant – 1<sup>st</sup> of two funding installments in July 1, 2018 for Year Two. A contract amendment will be required upon CCDSS receiving the 2<sup>nd</sup> funding installment of \$135,020.50, which is expected to be receive from Duke Endowment in December 2018.

- a. Continue visits to Fayetteville to assist the company with hands on meetings with executive management, select staff and specific stakeholders that provided an orientation and education of collective impact.
- b. Data & Governance Continue to review and integrate administrative data process for collective impact, identify target population, seek and review grant application for research funding to help to create for CCDSS an evidence-based model for aging out foster care using collective impact.
- c. Leadership & Governance Continue to assist CCDSS in establishing priority areas for the initial collective impact initiative, build consensus within and across the department and agencies and engage internal partners.
- d. Policies & Procedures Continue to conduct reviews and establish framework for a practice model and revise policies and procedural manuals.
- e. Continue Process Evaluation Observing and document effort and progress of the AMAC-CW work including benchmarking, outputs and findings.
- f. Continue work to develop justification and grant application with Duke Endowment to continue the work of AMAC-CW with CCDSS and Southeastern Workforce Strategies to expand work after June 30, 2019.



#### FINANCE OFFICE

# MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 4, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

**DATE:** 8/23/2018

SUBJECT: APPROVAL OF CAPITAL PROJECT ORDINANCE #190001 FOR THE ANN STREET LANDFILL PARTIAL CLOSURE PROJECT

#### **BACKGROUND**

A portion of the Solid Waste Department's Subtitle D Landfill needs to be closed with a protective final cover in accordance with North Carolina Department of Environmental Quality (NCDEQ) regulations. The area that has been identified for partial closure cannot receive any additional waste and is at maximum height. The operating permit dictates the final elevation of waste and the area for closure has reached that elevation. The partial closure project will satisfy the requirements of NCDEQ, protect the environment, and help to reduce ongoing maintenance of that area of the Subtitle D landfill. The estimated closure cost of \$3,550,000 was provided by SCS Engineers for budgetary purposes based on construction quality assurance standards. The project is expected to take less than one year to complete.

Solid Waste unassigned fund balance is being utilized to cover the cost of this partial closure project.

#### RECOMMENDATION / PROPOSED ACTION

Adopt the Subtitle D Landfill Partial Closure Project Ordinance #190001 in accordance with N.C.G.S. 159-13.2.

#### **ATTACHMENTS:**

Description

Capital Project Budget Ordinance #190001 Backup Material



ROBERT TUCKER Accounting Supervisor

IVONNE MENDEZ Accounting Supervisor

### FINANCE OFFICE

 $4^{th}$  Floor, Room No. 451, Courthouse  $\bullet$  PO Box 1829  $\bullet$  Fayetteville, North Carolina 28302-1829

## CAPITAL PROJECT BUDGET ORDINANCE #190001 SUBTITLE D LANDFILL – PARTIAL CLOSURE PROJECT

	erland County Board of Commissioners he in accordance with North Carolina Genera		
Section 1. revenue sou	The project authorized is the Subtitle Darce will be a transfer from the Solid Wast	•	
Section 2.	The following projected expenditure is appropriated for this project:		
	Capital Outlay – Landfill Closures	<u>Expenditure</u> \$3,550,000	
Section 3.	The following associated revenue is appropriated for this project:		
	Solid Waste Fund Balance	<u>Revenue</u> \$3,550,000	
to total capi	The County Manager, as Budget Officer e items within this capital project ordinancial project ordinance appropriations shall by the Board of Commissioners.	ce, however, any net increases or decreases	
Finance Off	Within five days after adoption, copies of ficer, Budget Officer, and Clerk to the Boathe the disbursement of County funds for this	ard, to be kept on file by them for their	
Adopted thi	is day of,	2018.	
Attest:			
Clerk to the	Board	Chairman, Board of County Commissioners	

Celebrating Our Past...Embracing Our Future

### SUBTITLE D LANDFILL - PARTIAL CLOSURE PROJECT, continued

**Project Description**: A portion of the Subtitle D Landfill needs to be closed with a protective final cover in accordance with North Carolina Department of Environmental Quality (NCDEQ) regulations. The area that has been identified for partial closure cannot receive any additional waste and is at maximum height. The operating permit dictates the final elevation of waste and the area for closure has reached that elevation. The partial closure project will satisfy the requirements of NCDEQ, protect the environment, and help to reduce ongoing maintenance of that area of the Subtitle D landfill. The estimated closure cost was provided by SCS Engineers for budgetary purposes based on construction quality assurance standards. The project is expected to take less than one year to complete.



### FINANCE OFFICE

## MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 4, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

**DATE:** 8/24/2018

SUBJECT: APPROVAL OF APPOINTMENTS OF DEPUTY FINANCE OFFICERS FOR CHECK SIGNING PURPOSES FOR STAFF OF THE SHERIFF'S OFFICE AND DEPARTMENT OF SOCIAL SERVICES

### **BACKGROUND**

North Carolina General Statute 159, Article 3, entitled "The Local Government Budget and Fiscal Control Act" requires all checks drawn on an official depository be signed by the Finance Officer or a properly designated Deputy Finance Officer and countersigned by another official of the local government designated for this purpose by the Governing Board. The act also requires the Deputy Finance Officer to have a faithful performance bond in an amount not less than \$10,000 or more than \$250,000.

Finance staff has recently reconciled signature cards of bank accounts held in the name of Cumberland County to appointed Deputy Finance Officers as approved by the Board of Commissioners. Approval of this item will ensure compliance with G.S. 159 as check signers on the specified accounts will then be properly designated as Deputy Finance Officers. Upon approval, staff will then move forward in securing faithful performance bonds for each of the named employees.

### RECOMMENDATION / PROPOSED ACTION

- 1. Approve the appointment of the named employees of the Sheriff's Office and Department of Social Services as Deputy Finance Officers as named for the specific accounts on each resolution.
- 2. Provide a faithful performance bond in the amount of \$50,000 for each of the named individuals.
- 3. Approve the six attached resolutions implementing the above recommendations.

### **ATTACHMENTS:**

Description

Memorandum and Resolutions (DSS, Sheriff's Office)

Backup Material

#### BRENDA REID JACKSON

Director

### ASSISTANT DIRECTORS

Bobble Redding Legal Services

Crystal Black Adult Services

Sandy Connor Children's Services

John Nalbone Business Operations



SECTION CHIEFS

Sharon McLeod Children's Services

Vivian Tookes Economic Services

Kristin Bonoyer Adult Services

Vacant Business Operations

### DEPARTMENT OF SOCIAL SERVICES

### **MEMORANDUM**

TO:

BOARD OF COUNTY COMMISSIONERS

FROM:

BRENDA JACKSON, DIRECTOR DSS

DATE:

**AUGUST 20, 2018** 

SUBJECT:

APPOINTMENT OF DEPUTY FINANCE OFFICERS

FOR DEPARTMENT OF SOCIAL SERVICES BANK

**ACCOUNTS** 

### **BACKGROUND:**

North Carolina General Statutes Chapter 159, Article 3, entitled, "The Local Government Budget and Fiscal Control Act", requires all checks drawn on an official depository be signed by the Finance Officer or a properly designated Deputy Finance Officer and countersigned by another official of the local government designated for this purpose by the Governing Board. The act also requires the Deputy Finance Officer to have a faithful performance bond in an amount not less than \$10,000 or more than \$250,000.

I recommend that the employees named below in the Recommended and Proposed Action section of this memorandum be appointed as a Deputy Finance Officer for Cumberland County to serve in that capacity for the purpose of signing checks on bank accounts maintained by the Cumberland County Department of Social Services: Dedicated Payee Trust Accounts; Domestic Violence Savings Account; Public Assistance Refund Account; Payee Trust Account; General Assistance Account; and, Special Funds Account.

### RECOMMENDATION/PROPOSED ACTION:

1. Approve the appointment of each of the following employees as Deputy Finance' Officer for Cumberland County to serve to serve in that capacity to sign checks or drafts maintained by the Cumberland County Department of Social Services: Dedicated Payee Trust Accounts; Domestic Violence Savings Account; Public

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

Assistance Refund Account; Payee Trust Account; General Assistance Account; and, Special Funds Account.

- a. Brenda R. Jackson
- b. John T. Nalbone
- c. Dawn M. Keeler
- 2. Provide a faithful performance bond in the amount of \$50,000 for each of the employees named above.
- 3. Approve the attached resolutions implementing the above recommendations.

/Attachment (Resolutions)

### COUNTY OF CUMBERLAND

### RESOLUTION

WHEREAS, due to the operation requirements unique to the Cumberland County Department of Social Services; and

WHEREAS, the timing, amounts, or payees of these checks cannot be anticipated, and, in most cases, the checks must be issued immediately; and

WHEREAS, the timing of the checks requires the appointment of a Deputy Finance Officer and, in addition, more than one person must be authorized to countersign each check; and

WHEREAS, North Carolina General Statute Chapter 159, Article 3, entitled "The Local Government Budget and Fiscal Control Act", authorizes the Governing Board to appoint Deputy Finance Officers to designate individual(s) to countersign the checks, and to fix the amount of the faithful performance bond to be provided by the appointee.

**NOW THEREFORE**, to facilitate the operational requirement of the Cumberland County Department of Social Services, the Board of County Commissioners hereby RESOLVES that:

- 1. **BRENDA R. JACKSON** is appointed a Deputy Finance Officer and is authorized to sign the checks/drafts issued on the checking accounts maintained by Cumberland County Department of Social Services, Dedicated Payee Trust, Account number 5303752966; 5303787488; 5321642218; 5321463826; Domestic Violence Savings, Account number 5321463826; Public Assistance Refund, Account number 5321626891; Payee Trust, Account number 5321626938; General Assistance, Account number 5321626963; Special Funds, Account number 5321626971.
- 2. The appointee will provide a faithful performance bond in the amount of \$50,000,00.

This is the 4<sup>th</sup> day of September 2018.

Candice H. White, Clerk to the Board

	Larry L. Lancaster, Chairman
EST:	

### **COUNTY OF CUMBERLAND**

### RESOLUTION

WHEREAS, due to the operation requirements unique to the Cumberland County Department of Social Services; and

WHEREAS, the timing, amounts, or payees of these checks cannot be anticipated, and, in most cases, the checks must be issued immediately; and

WHEREAS, the timing of the checks requires the appointment of a Deputy Finance Officer and, in addition, more than one person must be authorized to countersign each check; and

WHEREAS, North Carolina General Statute Chapter 159, Article 3, entitled "The Local Government Budget and Fiscal Control Act", authorizes the Governing Board to appoint Deputy Finance Officers to designate individual(s) to countersign the checks, and to fix the amount of the faithful performance bond to be provided by the appointee.

NOW THEREFORE, to facilitate the operational requirement of the Cumberland County Department of Social Services, the Board of County Commissioners hereby RESOLVES that:

- 1. **JOHN T. NALBONE** is appointed a Deputy Finance Officer and is authorized to sign the checks/drafts issued on the checking accounts maintained by Cumberland County Department of Social Services, Dedicated Payee Trust, Account number 5303752966; 5303787488; 5321642218; 5321463826; Domestic Violence Savings, Account number 5321463826; Public Assistance Refund, Account number 5321626891; Payee Trust, Account number 5321626938; General Assistance, Account number 5321626963; Special Funds, Account number 5321626971.
- 2. The appointee will provide a faithful performance bond in the amount of \$50,000.00.

This is the 4 <sup>th</sup>	day of September	2018.
-----------------------------	------------------	-------

This is the 4 <sup>th</sup> day of September 2018.	
	Larry L. Lancaster, Chairman
ATTEST:	
Candice H. White, Clerk to the Board	

### COUNTY OF CUMBERLAND

#### RESOLUTION

WHEREAS, due to the operation requirements unique to the Cumberland County Department of Social Services; and

WHEREAS, the timing, amounts, or payees of these checks cannot be anticipated, and, in most cases, the checks must be issued immediately; and

WHEREAS, the timing of the checks requires the appointment of a Deputy Finance Officer and, in addition, more than one person must be authorized to countersign each check; and

WHEREAS, North Carolina General Statute Chapter 159, Article 3, entitled "The Local Government Budget and Fiscal Control Act", authorizes the Governing Board to appoint Deputy Finance Officers to designate individual(s) to countersign the checks, and to fix the amount of the faithful performance bond to be provided by the appointee.

NOW THEREFORE, to facilitate the operational requirement of the Cumberland County Department of Social Services, the Board of County Commissioners hereby RESOLVES that:

- 1. **DAWN M. KEELER** is appointed a Deputy Finance Officer and is authorized to sign the checks/drafts issued on the checking accounts maintained by Cumberland County Department of Social Services, Dedicated Payee Trust, Account number 5303752966; 5303787488; 5321642218; 5321463826; Domestic Violence Savings, Account number 5321463826; Public Assistance Refund, Account number 5321626891; Payee Trust, Account number 5321626938; General Assistance, Account number 5321626963; Special Funds, Account number 5321626971.
- 2. The appointee will provide a faithful performance bond in the amount of \$50,000.00.

This is the 4<sup>th</sup> day of September 2018.

Candice H. White, Clerk to the Board

Larry L. Lancaster, Chairman



# ENNIS W. WRIGHT, SHERIFF CUMBERLAND COUNTY SHERIFF'S OFFICE



An Internationally Accredited Law Enforcement Agency

### **MEMORANDUM**

TO:

**Board of County Commissioners** 

FROM:

Ennis W. Wright, Sheriff C) W

DATE:

August 20, 2018

SUBJECT:

Appointment of Deputy Finance Officer for Sheriff's Office

(Inmate Trust Account)

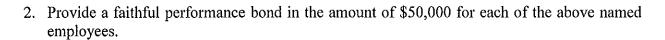
### **BACKGROUND:**

North Carolina General Statutes Chapter 159, Article 3, entitled, "The Local Government Budget and Fiscal Control Act", requires all checks drawn on an official depository be signed by the Finance Officer or a properly designated Deputy Finance Officer and countersigned by another official of the local government designated for this purpose by the Governing Board. The act also requires the Deputy Finance Officer to have a faithful performance bond in an amount not less than \$10,000 or more than \$250,000.

I recommend that the employees named below in the Recommendation and Proposed Action section of this memorandum be appointed as a Deputy Finance Officer for Cumberland County to serve in that capacity to sign checks or drafts issued on the Inmate Trust Account, Number 333200001106.

### RECOMMENDATION/PROPOSED ACTION:

- 1. Approve the appointment of each of the following employees as Deputy Finance Officer for Cumberland County to serve with respect to the named Sheriff's Office account, Inmate Trust Account, Number 333200001106.
  - a. Ennis Wright, Sheriff
  - b. Richard Jenkins, Chief Deputy
  - c. Tandra Adams, Major, Chief Jailer
  - d. Nichole Hoking, Captain
  - e. Andrew Melvin, Captain
  - f. Donald Williams, Captain
  - g. Matthew Middleton, Lieutenant
  - h. Adrienne Tapps, Lieutenant
  - i. Donald Carl, Lieutenant
  - j. Tiffany Bryant, Lieutenant
  - k. Brenda English, Lieutenant



3. Approve the attached resolution implementing the above recommendations.

/Attachment (Resolution)

### COUNTY OF CUMBERLAND

### RESOLUTION

WHEREAS, due to the operation requirements unique to the Cumberland County Sheriff's Office; and

WHEREAS, the timing, amounts, or payees of these checks cannot be anticipated and, in most cases, the checks must be issued immediately; and

WHEREAS, the timing of the checks requires the appointment of a Deputy Finance Officer and, in addition, more than one person must be authorized to countersign each check; and

WHEREAS, North Carolina General Statute Chapter 159, Article 3, entitled "The Local Government Budget and Fiscal Control Act", authorizes the Governing Board to appoint Deputy Finance Officers to designate individual(s) to countersign the checks, and to fix the amount of the faithful performance bond to be provided by the appointee.

**NOW THEREFORE**, to facilitate the operational requirement of the Cumberland County Sheriff's Office, the Board of County Commissioners hereby RESOLVES that:

- 1. The employees listed below are appointed as a Deputy Finance Officer and are authorized to sign the checks/drafts issued on the checking accounts maintained by Cumberland County Sheriff's Office, Inmate Trust, Account number 333200001106:
  - a. Ennis Wright, Sheriff
  - b. Richard Jenkins, Chief Deputy
  - c. Tandra Adams, Major, Chief Jailer
  - d. Nichole Hoking, Captain
  - e. Andrew Melvin, Captain
  - f. Donald Williams, Captain
  - g. Matthew Middleton, Lieutenant
  - h. Adrienne Tapps, Lieutenant
  - i. Donald Carl, Lieutenant
  - j. Tiffany Bryant, Lieutenant
  - k. Brenda English, Lieutenant
- 2. Each appointee shall execute a faithful performance bond in the amount of \$50,000.00, which the County shall acquire.

This is the 4 <sup>th</sup> day of September 2018.	
ATTEST:	Larry L. Lancaster, Chairman
Candice H. White, Clerk to the Board	



# ENNIS W. WRIGHT, SHERIFF CUMBERLAND COUNTY SHERIFF'S OFFICE



An Internationally Accredited Law Enforcement Agency

### **MEMORANDUM**

TO:

**Board of County Commissioners** 

FROM:

Ennis W. Wright, Sheriff

DATE:

August 8, 2018

SUBJECT:

Appointment of Deputy Finance Officer for Sheriff's Office

(Civil Process)

### **BACKGROUND:**

North Carolina General Statutes Chapter 159, Article 3, entitled, "The Local Government Budget and Fiscal Control Act", requires all checks drawn on an official depository be signed by the Finance Officer or a properly designated Deputy Finance Officer and countersigned by another official of the local government designated for this purpose by the Governing Board. The act also requires the Deputy Finance Officer to have a faithful performance bond in an amount not less than \$10,000 or more than \$250,000.

I recommend that the employees named below in the Recommendation and Proposed Action section of this memorandum be appointed as a Deputy Finance Officer for Cumberland County to serve in that capacity to sign checks or drafts issued on the Civil Process Account, Number 560036649906.

### RECOMMENDATION/PROPOSED ACTION:

- 1. Approve the appointment of each of the following employees as Deputy Finance Officer for Cumberland County to serve with respect to the named Sheriff's Office account, Civil Process Account, Number 560036649906.
  - a. Richard Jenkins, Chief Deputy
  - b. Terry Ray, Major
  - c. Rita Tatum, Captain
  - d. Greg Morrison, Lieutenant
- 2. Provide a faithful performance bond in the amount of \$50,000 for each of the above named employees.
- 3. Approve the attached resolution implementing the above recommendations.

/Attachment (Resolution)

### COUNTY OF CUMBERLAND

### RESOLUTION

WHEREAS, due to the operation requirements unique to the Cumberland County Sheriff's Office; and

WHEREAS, the timing, amounts, or payees of these checks cannot be anticipated and, in most cases, the checks must be issued immediately; and

WHEREAS, the timing of the checks requires the appointment of a Deputy Finance Officer and, in addition, more than one person must be authorized to countersign each check; and

WHEREAS, North Carolina General Statute Chapter 159, Article 3, entitled "The Local Government Budget and Fiscal Control Act", authorizes the Governing Board to appoint Deputy Finance Officers to designate individual(s) to countersign the checks, and to fix the amount of the faithful performance bond to be provided by the appointee.

**NOW THEREFORE**, to facilitate the operational requirement of the Cumberland County Sheriff's Office, the Board of County Commissioners hereby RESOLVES that:

- 1. The employees listed below are appointed as a Deputy Finance Officer and are authorized to sign the checks/drafts issued on the checking accounts maintained by Cumberland County Sheriff's Office, Civil Process Account, Number 560036649906.
  - a. Richard Jenkins, Chief Deputy
  - b. Terry Ray, Major

ATTEST:

- c. Rita Tatum, Captain
- d. Greg Morrison, Lieutenant
- 2. Each appointee shall execute a faithful performance bond in the amount of \$50,000.00, which the County shall acquire.

This is the 4<sup>th</sup> day of September 2018.

Larry L. Lancaster, Chairman

Candice H. White, Clerk to the Board



# ENNIS W. WRIGHT, SHERIFF CUMBERLAND COUNTY SHERIFF'S OFFICE



An Internationally Accredited Law Enforcement Agency

**MEMORANDUM** 

TO:

**Board of County Commissioners** 

FROM:

Ennis W. Wright, Sheriff

DATE:

August 8, 2018

**SUBJECT:** 

Appointment of Deputy Finance Office for Sheriff's Office

(Inmate Welfare Account)

### **BACKGROUND:**

North Carolina General Statutes Chapter 159, Article 3, entitled, "The Local Government Budget and Fiscal Control Act", requires all checks drawn on an official depository be signed by the Finance Officer or a properly designated Deputy Finance Officer and countersigned by another official of the local government designated for this purpose by the Governing Board. The act also requires the Deputy Finance Officer to have a faithful performance bond in an amount not less than \$10,000 or more than \$250,000.

I recommend that the employees named below in the Recommendation and Proposed Action section of this memorandum be appointed as a Deputy Finance Officer for Cumberland County to serve in that capacity to sign checks or drafts issued on the Inmate Welfare Account, Number 561349372.

### RECOMMENDATION/PROPOSED ACTION:

- 1. Approve the appointment of each of the following employees as a Deputy Finance Officer for Cumberland County to serve with respect to the named Sheriff's Office account, Inmate Welfare Fund, Number 561349372.
  - a. Ennis Wright, Sheriff
  - b. Richard Jenkins, Chief Deputy
  - c. Lisa Blauser, Business Manager
  - d. Mary Massey, Administrative Coordinator II
- 2. Provide a faithful performance bond in the amount of \$50,000 for the above named employees;
- 3. Approve the attached resolution implementing the above recommendations.

/Attachment (Resolution)

### COUNTY OF CUMBERLAND

### RESOLUTION

WHEREAS, due to the operation requirements unique to the Cumberland County Sheriff's Office; and

WHEREAS, the timing, amounts, or payees of these checks cannot be anticipated and, in most cases, the checks must be issued immediately; and

WHEREAS, the timing of the checks requires the appointment of a Deputy Finance Officer and, in addition, more than one person must be authorized to countersign each check; and

WHEREAS, North Carolina General Statute Chapter 159, Article 3, entitled "The Local Government Budget and Fiscal Control Act", authorizes the Governing Board to appoint Deputy Finance Officers to designate individual(s) to countersign the checks, and to fix the amount of the faithful performance bond to be provided by the appointee.

**NOW THEREFORE**, to facilitate the operational requirement of the Cumberland County Sheriff's Office, the Board of County Commissioners hereby RESOLVES that:

- 1. The employees listed below are appointed as a Deputy Finance Officer and are authorized to sign the checks/drafts issued on the checking accounts maintained by the Cumberland County Sheriff's Office, Inmate Welfare Fund, Account Number 561349372:
  - a. Ennis Wright, Sheriff
  - b. Richard Jenkins, Chief Deputy
  - c. Lisa Blauser, Business Manager
  - d. Mary Massey, Administrative Coordinator II
- 2. Each appointee will execute a faithful performance bond in the amount of \$50,000.00, which the County shall acquire.

This is the 4 <sup>th</sup> day of September 2018.		
,	Larry L. Lancaster, Chairman	
ATTEST:	•	
Candice H. White, Clerk to the Board		



### FINANCE OFFICE

## MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 4, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

**DATE:** 8/21/2018

SUBJECT: APPROVAL OF PAYMENT OF PRIOR YEAR INVOICE FOR THE SOLID WASTE DEPARTMENT

### **BACKGROUND**

The Solid Waste Department is requesting to pay Fiscal Year 2018 invoice #1395589 for Central Carolina Holding, LLC dba Central Carolina Tire for \$26,913.81. The invoice was overlooked and not paid before the deadline to pay Fiscal Year 2018 invoices. Staff has verified this invoice has not been paid and is in fact due. Sufficient funds are available in the current year budget to cover this expenditure.

### RECOMMENDATION / PROPOSED ACTION

Management is requesting approval to pay a Fiscal Year 2018 invoice to Central Carolina Tire in the amount of \$26,913.81 for the Solid Waste Department.

### **ATTACHMENTS:**

Description
Solid Waste Memo for FY 18

Type

Backup Material



### **MEMORANDUM**

TO:

VICKI EVANS, FINANCE DIRECTOR

FROM:

AMANDA CUMMINGS, SENIOR ADMIN

THROUGH:

JEFFERY BROWN, PE, INTERIM DIRECTOR

DATE:

AUGUST 17, 2018

SUBJECT:

REQUEST TO PAY PRIOR YEAR (FY18) INVOICE TO CENTRAL CAROLINA

Please approve the attached prior year's invoice to Central Carolina Tire for \$26,913.81, which was for scrap tire recycling. The invoice was somehow overlooked, but we have corrected that issue since this has happened. I have verified that the invoice has not been paid and can be absorbed in the current year's budget.



### FINANCE OFFICE

## MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 4, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

**DATE:** 8/23/2018

SUBJECT: APPROVAL OF PAYMENT OF PRIOR YEAR INVOICE FOR THE ENGINEERING AND INFRASTRUCTURE DEPARTMENT

### **BACKGROUND**

The Engineering & Infrastructure Department is requesting to pay a Fiscal Year 2018 invoice for BFPE #2230173 in the amount of \$55.00. This invoice was received after the deadline to pay Fiscal Year 2018 invoices. Staff has verified that this invoice has not been paid and is in fact due. There are sufficient funds in the current year budget to cover this expenditure.

### RECOMMENDATION / PROPOSED ACTION

Management is requesting to pay Fiscal Year 2018 invoice #2230173 for BFPE in the amount of \$55.00 for the Engineering & Infrastructure Department.

### **ATTACHMENTS:**

Description

FY 2018 Invoice for Engineering & Infrastructure

Backup Material



## ENGINEERING & INFRASTRUCTURE DEPARTMENT

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

### Memorandum

To:

Vicki Evans, Finance Director

Thru:

Jeffery Brown, Engineering and Infrastructure Director

From:

Joseph Deaton, Facilities Manager

Date:

August 23, 2018

Subject:

FY18 Invoice

We are submitting this memo to request approval from the board to process an invoice from the FY18 fiscal year; this invoice was just received from the vendor and we do have adequate funds remaining in the FY18 budget for processing.

Respectfully,

Joseph M. Deaton



### OFFICE OF THE COUNTY ATTORNEY

## MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 4, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RICK MOOREFIELD, COUNTY ATTORNEY

**DATE:** 8/28/2018

SUBJECT: APPROVAL OF OFFER TO PURCHASE SURPLUS PROPERTY LOCATED AT 504 CARTERET PLACE, FAYETTEVILLE, NC

### **BACKGROUND**

The County and the City of Fayetteville acquired the real property with the PIN 0520-94-5534, being 504 Carteret Pl Lt 350 Sec 10 College Lakes Pt A, located at 504 Carteret Place, Fayetteville, NC, at a tax foreclosure sale in 2012 for a purchase price of \$9,226.29. The property is zoned SF10 with a tax value of \$20,000.00. The City conveyed its interest in the property to the County on August 22, 2018, by a quitclaim deed recorded in Book 10365 at page 546. Based on the GIS Mapping and the tax records, there is a structure on the lot. Don Gilmore made an offer to purchase the property for \$9,226.29. If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

### RECOMMENDATION / PROPOSED ACTION

The County Attorney recommends the Board consider the offer of Don Gilmore. If the Board proposes to accept the offer, resolve that the described real property is not needed for governmental purposes and direct that it be advertised and sold pursuant to the upset bid process of G. S. § 160A-269.

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

Take notice that the Board of Commissioners finds the real property with PIN 0520-94-5534, being 504 Carteret Pl Lt 350 Sec 10 College Lakes Pt A, located at 504 Carteret Place, Fayetteville, NC, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$9,226.29. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with

the Clerk. This procedure shall be repeated until no furth	ner qualifying upset bids are received. The Board of
Commissioners may at any time reject any and all offers.	Further details may be obtained from the Office of
the County Attorney, Suite 551-Courthouse, Fayetteville,	NC 28302.
September, 2018	Candice White, Clerk to the Board



### **BUDGET DIVISION**

## MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 4, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MELISSA CARDINALI, ASSISTANT COUNTY MANAGER

**DATE:** 8/27/2018

SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE SEPTEMBER 4, 2018 BOARD OF COMMISSIONERS' AGENDA

### **BACKGROUND**

### **General Fund 101**

## 1. Health Department - Budget Ordinance Amendment B190777 to transfer State funds of \$175,886 for the General Health-Triple P (Positive Parenting Program)

The Board is requested to approve Budget Ordinance Amendment B190777 in the amount of \$175,886 representing state funds. This revision represents the movement of State funds from Contracted Services to Salaries/Fringes to create three positions as requested by the North Carolina Department of Public Health - Health and Human Services. At the time of the FY19 Budget, the State had not identified how the positions would be classified, therefore the positions were placed in Contracted Services. These positions are fully funded by the State and require no County funds. The positions will develop strategies to implement and support Triple P (Positive Parenting Program), an evidence-based parenting intervention across an 18-county region assigned by the State.

Please note this amendment requires no additional county funds.

### **REGARDING THE FOLLOWING ITEMS 2 - 4 PLEASE NOTE:**

Each fiscal year County departments may have projects that are not complete by the fiscal year end (6/30/18) or items ordered that have not been received by fiscal year end. These projects or items were approved in the Fiscal Year 2018 budget; however, the money was not spent by June 30, 2018.

The following amendments seek to bring those funds forward from FY 2018 into the current fiscal year,

allowing departments to complete and pay for these items. These revisions are not using 'new' funds but are recognizing the use of FY18 funds in FY19.

### **General Fund 101**

## 2. Animal Control - Budget Ordinance Amendment B190814 to re-appropriate funds in the amount of \$20,670

The Board is requested to approve Budget Ordinance Amendment B190814 in the amount of \$20,670 to reappropriate funds donated by PetSmart Charities. These are unused grant funds donated during FY18. These funds will be used to purchase pet supplies, veterinarian equipment and minor shelter improvements.

3. Information Services - Budget Ordinance Amendment B190554 to re-appropriate funds in the amount of \$371,000 for the ENERGOV Land Management Software Contract for Planning and Environmental Health

The Board is requested to approve Budget Ordinance Amendment B190554 to re-appropriate funds in the amount of \$371,000. The ENERGOV Land Management Software Contract was approved by the Board in FY18 and will be used to support Planning and Environmental Health.

4. Social Services - Budget Ordinance Amendment B190805 to re-appropriate FY18 funds in the amount of \$9,883 for items ordered in FY18 but not received until FY19

The Board is requested to approve Budget Ordinance Amendment B190805 to re-appropriate funds in the amount of \$9,883. These funds are for furniture and equipment purchased in FY18 that were not received until FY19.

### RECOMMENDATION / PROPOSED ACTION

Approve Budget Ordinance Amendments.



### **BOARD OF COMMISSIONERS' OFFICE**

## MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 4, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

**DATE:** 8/29/2018

SUBJECT: CUMBERLAND COUNTY JUVENILE CRIME PREVENTION COUNCIL (4 VACANCIES)

### **BACKGROUND**

The Cumberland County Juvenile Crime Prevention Council (JCPC) has the following four (4) vacancies:

### Member of Business Community Representative:

**Austin Campbell** – completing first term on September 30, 2018. Eligible for reappointment. The Juvenile Crime Prevention Council recommends Austin Campbell for reappointment. (See attached.)

### United Way or Non-Profit Representative:

**Terri Thomas** – completing first term on September 30, 2018. Eligible for reappointment. The Juvenile Crime Prevention Council recommends Terri Thomas for reappointment. (See attached.)

### At-Large Representative:

**Crystal Bennett** – completing first term on October 31, 2018. Eligible for reappointment. The Juvenile Crime Prevention Council recommends Crystal Bennett for reappointment. (See attached.)

### Person Under Age 18 Representative:

VACANT – The Juvenile Crime Prevention Council recommends **Dominique Ashley**. (See attached.)

I have attached the current membership roster and applicant list.

## RECOMMENDATION / PROPOSED ACTION

Make nominations to fill the four (4) vacancies above.

## **ATTACHMENTS:**

Description

Backup Material

CC Juvenile Crime Prevention Council Backup Information

### **Cumberland County Juvenile Crime Prevention Council**

The purpose of the Cumberland County Juvenile Crime Prevention Council is to help prevent atrisk juveniles from delinquency. Develop community-based delinquency alternatives to training schools and to provide community-based delinquency and substance abuse prevention strategies and programs. Provide non-institutional dispositional alternatives that will protect the community and the juveniles. Plan and organize programs in partnership with the state.

**Statutory Authorization:** NCGS 147-33.49

### **Member Specifications:**

26 Members with Specific Categories:

- Local School Superintendent or designee (1)
- Chief of Police (1)
- Local Sheriff (1)
- District Attorney or designee (1)
- Chief Court Counselor or designee (1)
- Director of Mental Health or designee (1)
- Director of Social Services or designee (1)
- County Manager or designee (1)
- Substance Abuse Professional (1)
- Member of Faith Community (1)
- County Commissioner (1)
- Person under 18 (1)
- Juvenile Defense Attorney (1)
- Chief District Court Judge or designee judge (1)
- Member of Business (1)
- Health Director or designee (1)
- United Way or nonprofit (1)
- Parks and Recreation Representative (1)
- At-Large Members (Maximum of 7)
- Non-Voting Member (1)

Term: 2 Years

Compensation: None

### **Duties:**

 Annual review of the needs of juveniles in the county who are at-risk or who have been adjudicated. Council shall develop a request for proposal process and submit to the County Commissioners a written plan of expenditures. Upon the County's authorization, the plan must be approved by the Office;

- Ensure appropriate community based intermediate dispositions for adjudicated juveniles are available, pursuant to minimum standards set by the Office; and
- Perform the following on an ongoing basis:
  - 1. Assess needs of juveniles in the community, evaluate resources, plan for unmet needs;
  - 2. Evaluate performance of juvenile services/programs as a condition of continued funding of programs;
  - 3. Increase public awareness causes of delinquency and prevention efforts;
  - 4. Develop intervention strategies and risk assessments for at-risk youth;
  - 5. Provide funds for services: treatment/counseling/parenting/rehabilitation;
  - 6. Plan permanent funding streams for delinquency prevention programs.

**Meetings:** Second Wednesday of each month at 1:15 PM. Meetings are normally one to two hours in length.

Meeting Location: Cumberland County CommuniCare, Conference Room 109 Bradford Ave

### Kellie Beam

From:

Rodney Jenkins

Sent:

Tuesday, August 21, 2018 4:12 PM

To:

Kellie Beam

Cc:

Duane Holder; Cindy Tucker; 'Michael Onufer (MICHAEL.J.ONUFER@NCCOURTS.ORG)'

Subject:

JCPC Reappointments/Nominations

**Attachments:** 

JCPC Minutes - August 8 2018 (Draft).doc; Applicant List.pdf

Good Afternoon Kellie,

The Juvenile Crime Prevention Council recommends for reappointment the following Council Members:

Austin Campbell-Member of the Business Community
Terri Thomas-Non Profit Representative
Crystal Bennett-At Large Representative

The Juvenile Crime Prevention Council recommends Dominique Ashley for appointment as its Youth Representative.

I have attached the minutes of the August 8, 2018 meeting for reference. I have also attached an Applicant List to reflect Ms. Ashley's completion of the application process.

V/R,

Rod

JCPC Nomination Committee Chair

### **Rod Jenkins**

Deputy Health Director/Interim Environmental Health Director | **3**: 910.433.3673 |  $\bowtie$ : rienkins@co.cumberland.nc.us Cumberland County Dept. of Public Health | 1235 Ramsey Street | Fayetteville, NC 28301



## CUMBERLAND COUNTY JUVENILE CRIME PREVENTION COUNCIL

(Two year terms)

Eligible For Date Name/Address Appointed Term **Expires** Reappointment

Local School Superintendent or designee

Bruce Morrison

1/12

**Cumberland County Schools** 

P.O. Box 2357

Fayetteville, North Carolina 28302

Phone: 678-2495

Chief of Police or designee

Lt. John Somerindyke

3/15

Fayetteville Police Department

467 Hay Street Phone: 433-1910

Local Sheriff or designee

Lt. Kimberly Gagnon

2/17

Cumberland County Sheriff's Office

131 Dick Street

Fayetteville, North Carolina 28301

Phone: 677-5474

District Attorney or designee

**Brandy Brutsch** 

10/17

Assistant District Attorney

District Attorney's Office

117 Dick Street, Suite 427

Fayetteville, North Carolina 28301

Phone: 678-2915

Chief Court Counselor or designee

Miguel Pitts

3/15

Department of Juvenile Justice

P.O. Box 363

Fayetteville, North Carolina 28302

Phone: 678-2947

Mental Health Representative or designee

Tina Higgs

04/14

Alliance Behavioral Healthcare - Community Relations, Court Liaison

711 Executive Place

Fayetteville, North Carolina 28305

910-491-4794

### Cumberland County Juvenile Crime Prevention Council Page 2

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

Director of Social Services or designee

Natasha Tomlinson 11/17

Cumberland County Department of Social Services

P.O. Box 2429

Fayetteville, North Carolina 28302-2429

Phone: 321-6459

County Manager or designee

Duane Holder 10/17

Assistant County Manager

**Cumberland County Courthouse** 

P.O. Box 1829

Fayetteville, North Carolina 28302-1829

Phone: 678-7725

Chief District Judge or designee

Judge Ed Pone 1/99

P.O. Box 363

Fayetteville, North Carolina 28302

Phone: 678-2901

Health Director or designee

Rodney Jenkins 2/18

1235 Ramsey Street

Fayetteville, North Carolina 28301

Phone: 433-3783

Parks and Recreation Representative

James Powell 2/17

City of Fayetteville

Parks and Recreation Dept.

433 Hay Street

Fayetteville, North Carolina 28301

Phone: 433-1547

**County Commissioner** 

Glenn Adams 3/15

P.O. Box 1829

Fayetteville, NC 28302-1829

Phone: 678-7771

## Cumberland County Juvenile Crime Prevention Council, Page 3

Name/Address	<u>Date</u> Appointed	Term	Expires	Eligible For Reappointment
Substance Abuse Professional Louis Leake Carolina Treatment Center 7669 Beverly Drive Fayetteville, NC 28314 910-960-7599	9/16	2nd	Oct/18 10/31/18	No
Member of Faith Community Augusta Newman 450 Bladen Circle Fayetteville, NC 28312 709-8344/555-5555	9/16	1st	Sept/18 9/30/18	Yes
Person Under Age 18 Gregory Raymond Koonce Jr. 1833 Notre Dame Place Fayetteville, NC 28304 483-3604/723-1149/814-7336 gregoryjrk@embarqmail.com	12/16	1st	Dec/18 12/31/18	Yes
VACANT (Vacated by J. Hassell)	3/16	2nd	Mar/18 3/31/18	No
Juvenile Defense Attorney Michael J. Onufer 356 Tartan Court Fayetteville, NC 28301	2/17	1st	Feb/19 2/28/19	Yes
Member of Business Community		1	C 4/1 0	Vac
Austin Campbell 5316 Sandstone Drive	2/17	1st	Sept/18 9/30/18	Yes
Fayetteville, NC 28311 (ser	ving unexpired tern	n; eligible for an a	dditional term)	
United Way or Non-Profit Terri Thomas 508 Spaulding Street Fayetteville, NC 28301 (ser	2/17 ving unexpired term	1st n; eligible for an ย	Sept/18 9/30/18 additional term)	Yes
At Large Representatives Matthew Dixon 8404 Frenchorn Lane Fayetteville, NC 28314 867-7807/818-8134 Mdixon2199@yahoo.com	11/17	1st	Nov/19 11/30/19	Yes

### Cumberland County Juvenile Crime Prevention Council, Page 4

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
VACANT (Vacated by D. Rosen)	) 4/17	1 <sup>st</sup> full term	Apr/19 4/30/19	Yes
*serving unexpired term; eligible for one additional term*				
Dr. Rebecca Campbell 7027 Darnell Street Fayetteville, NC 28314 910-487-1555	9/16	1st	Oct/18 10/31/18	Yes
Nicole Hawkins 418 Taipei Ct	4/18	1st	Nov/19 11/30/19	Yes
Fayetteville, NC 28303 *se. 758-4771 Nicole.hawkins@ncdps.gov	rving unexpired term; e	ligible for one a	dditional term*	
Dr. Mark Kendrick 2927 Rosecroft Drive	4/18	1st	Apr/19 4/30/19	Yes
	ving unexpired term; eligible for two additional terms*			
Densie D. Lucas 106 Carmichael Lane Spring Lake, NC 28390 497-1227/672-2287	9/16	1st	Oct/18 10/31/18	Yes
Crystal Bennett 2654 Rivercliff Road Fayetteville, NC 28301 429-4930/475-3287	9/16	1st	Oct/18 10/31/18	Yes

Non-Voting Member

Ronald Tillman

**DJJDP** Regional Consultant

100 Dillion Drive

Butner, North Carolina 27509

Phone: 919-575-3166 (W)

Meetings: Second Wednesday of each month at 1:15 PM. CC CommuniCare Conference Room -109

Bradford Ave, Fayetteville, NC 28301. Contact: Duane Holder, 910-678-7723

### APPLICANTS FOR

### **CUMBERLAND COUNTY JUVENILE CRIME PREVENTION COUNCIL**

NAME/ADDRESS/TELEPHONE

OCCUPATION

**EDUCATIONAL** BACKGROUND

ASHLEY, DOMINIQUE R (B/F)

STUDENT AT FSU

HIGH SCHOOL

347 HILLIARD DRIVE

**FAYETTEVILLE NC 28311** 

583-8697

DOMINIQUEASHLEY26@GMAIL.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC

BARNHILL, KRISTA (W/F)

DIRECTOR OF FINANCE

SPECTRA - CROWN COMPLEX

**BACHELORS - ACCT** 

5230 HEATHER STREET

HOPE MILLS NC 28348

973-5917/438-4127

KRISB69@EARTHLINK.NET

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC

SELF EMPLOYED

DRIVER

SOME COLLEGE

BLAND, SHEDRICK (-/M) 1411 AVERTON COURT

**FAYETTEVILLE NC 28314** 

764-2380/797-9608

SHEDRICKBLAND@GMAIL.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC

BROWN, MARGARET M. (B/F)

**EXECUTIVE ASSISTANT** 

**DOCTORATE** 

2729 MILLMANN RD

FAYETTEVILLE. NC 28304 670-0552/432-5626

US SEPCIAL OPS COMMAND

**MASTERS** 

DRMARJIBROWN@GMAIL.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: YES

Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC

### CUMBERLAND COUNTY JUVENILE CRIME PREVENTION COUNCIL, PAGE 2

NAME/ADDRESS/TELEPHONE

OCCUPATION

EDUCATIONAL BACKGROUND

CARMICHAEL, CHRISTAL (B/F)

YOUTH SUCCESS COACH

COLLEGE LISTED

7057 EVANS HARRIS LANE

**FAYETTEVILLE NC 28311** 

919-406-4768/919-614-7983

CCARMICHAEL@CISNC.ORG

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

CATEGORY: SUBSTANCE ABUSE PROFESSIONAL

CLARK, DERWOOD (B/M)

INSURANCE AGENT

MBA-PUBLIC ADMIN BA-ACCOUNTING

620 ROCKPORT DRIVE

**FAYETTEVILLE NC 28311** 

302-7040/247-2270/868-8700

DABISHOP05@GMAIL.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

CATEGORY: MEMBER OF BUSINESS COMMUNITY

COX, DAMIEN (B/M)

RETIRED MILITARY

**CURRENT STUDENT** 

204 CARRINGTON PLACE FAYETTEVILLE NC 28314

583-0192/960-7450

DAMIENDCOX@GMAIL.COM

Graduate-County Citizens' Academy: YES

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC

DEBRULER, DANIEL (W/M)

RADIO STATION OWNER GRANDER VISION MEDIA

SOME COLLEGE

6791 BUTTERMERE DRIVE

**FAYETEVILLE NC 28314** 

964-3241/864-5028

DANDEBRULER@GMAIL.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: UNITED STATES ARMY ADVANCED NON-COMMISSIONED OFFICERS

CATEGORY: MEMBER OF BUSINESS COMMUNITY & MEMBER OF FAITH COMMUNITY

### CUMBERLAND COUNTY JUVENILE CRIME PREVENTION COUNCIL, PAGE 3

NAME/ADDRESS/PHONE

OCCUPATION

EDUCATIONAL BACKGROUND

DITMORE, ERIC (W/M)

**ATTY** 

COLLEGE

3686 LINDEN ROAD

LEWIS, DEESE, NANCE

LINDEN NC 28356

910-658-1823

EMDITMORE@GMAIL.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC

DOCTOR, TULISHA (B/F)

**TEACHER** 

SOME COLLEGE

6425 BROOKSTONE LANE #202

**FAYETTEVILLE NC 28314** 

216-702-7994

TVD214804@YAHOO.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

CATEGORY: UNITED WAY OR NONPROFIT REPRESENTATIVE

ELLIOTT, BENIKKA (B/F)

STUDENT

**CURRENT STUDENT** 

1117 LAKE STONE PLACE

**FAYETTEVILLE NC 28311** 

488-3986/229-1791/488-3986

BENIKKAMARIE@GMAIL.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO CATGORY: PERSON UNDER 18

GAUSE, TRAVIS (B/M)

**US ARMY** 

HIGH SCHOOL

1314 AZTEK PLACE

**FAYETTEVILLE NC 28314** 

487-0718/336-250-5100/907-5738

TRAVISAGAUSE@GMAIL.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC

### CUMBERLAND COUNTY JUVENILE CRIME PREVENTION COUNCIL, PAGE 4

NAME/ADDRESS/PHONE

OCCUPATION

**EDUCATIONAL** BACKGROUND

GORDON, LATOYA D. (B/F)

COMMUNITY RELATIONS SPECIALIST

**BACHELORS** 

3054 CANDLELIGHT DRIVE **FAYETTEVILLE NC 28311** 

843-319-8439

LGORDON@CI.FAY.NC.US

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC

HAMILTON, ROBERT (W/M)

**CAR RENTAL** 

**BA-HISTORY** 

149 WADING CREEK LN

**FAYETTEVILLE NC 28306** 

**ENTERPRISE RENT-A-CAR** 

336-430-6329/618-0422 SKYLUR1994@GMAIL.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

CATEGORY: GENERAL PUBLIC & MEMBER OF BUSINESS COMMUNITY

HARMON, SANDRA O'HARA (B/F)

**EDUCATOR** UNEMPLOYED **BSW** 

9977 SHARON CHURCH ROAD

**FAYETTEVILLE NC 28312** 

485-7614

SOHARA1966@AOL.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC

HAYNES, TERON JR. (B/M)

SERVICE MEMBER

**CURRENT STUDENT** 

6390 ABBOTTS PARK DR APT C

**US ARMY** 

**FAYETTEVILLE NC 28311** 

314-435-7798/432-8785 TERON.HAYNES@YAHOO.COM

Graduate-County Citizens' Academy: No

Graduate-Institute for Community Leadership: No

Graduate-Leadership Fayetteville: No

Graduate-United Way's Multi-Cultural Leadership Program: No

Graduate-other leadership academy: No CATEGORY: GENERAL PUBLIC

NAME/ADDRESS/PHONE

**OCCUPATION** 

EDUCATIONAL BACKGROUND

HIGHTOWER, TRENTON (B/M)

STUDENT

HIGH SCHOOL STUDENT

165 WOLFPOINT DRIVE

CC SCHOOLS

**FAYETTEVILLE NC 28311** 

910-850-2249

TRENTONHIGHTOWER2004@GMAIL.COM

Graduate-County Citizens' Academy: No

Graduate-Institute for Community Leadership: No

Graduate-Leadership Fayetteville: No

Graduate-United Way's Multi-Cultural Leadership Program: No

Graduate-other leadership academy: No CATEGORY: PERSON UNDER 18

JOHNSON, RODNEY (B/M)

OUTPATIENT THERAPY

GREATER IMAGE HEALTHCARE

SOME COLLEGE

3625 TEN TEN ROAD

**FAYETTEVILLE NC 28312** 

491-8958/729-3225/321-0069

NOBLEJAY66@YAHOO.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC

KING, GRACE (-/F)

INSTRUCTIONAL ASSISTANT

CC SCHOOLS

SOME COLLEGE

5566 HALLWOOD DRIVE

HOPE MILLS, NC 28348

424-9065/988-4206/424-4536

GRACEKING@CCS.K12.NC.US

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: YES

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC

LOWERY, DR. ELMORE D. (B/M)

DEAN OF COLLEGE & CAREER READINESS DOCTORATE IN

5420 AHOSKIE DRIVE

FTCC

EXECUTIVE LEAD.

**HOPE MILLS NC 28348** 

224-3578/678-8351

LOWERYE@FAYTECHCC.EDU

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NC STATE UNIVERSITY EXECUTIVE LEADERSHIP PROGRAM

CATEGORY: GENERAL PUBLIC & MEMBER OF FAITH COMMUNITY

NAME/ADDRESS/PHONE

OCCUPATION

EDUCATIONAL BACKGROUND

MACDONALD, STEPHEN (-/M)

RETIRED

**BA-POLITICAL SCIENCE** 

1783 CAWDOR DRIVE FAYETTEVILLE NC 28304

426-8117

SMACDONALD3@NC.RR.COM

Graduate-County Citizens' Academy: YES

Graduate-Institute for Community Leadership: YES

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: YES

Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC

MACK, REDDICK R. II (B/M) 1508 BELEWS CREEK LANE BEHAVIORAL HEALTH PROFESSIONAL

COLLEGE

SELF-EMPLOYED

FAYETTEVILLE NC 28312

910-747-2701

REDDICK MACK@ICLOUD.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

CATEGORY: GENERAL PUBLIC OR MEMBER OF BUSINESS COMMUNITY

MARKS, PHILLIP D. REV. SR(B/M)

PASTOR

SOME COLLEGE

208 N. RACEPATH ST FAYETTEVILLE NC 28301 479-1212/670-2516/570-9252 PASTORPGDOC@GMAIL.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC

MINER, ARCHBISHOP JOHN ANTOINE SR. (B/M)

PASTOR

RETIRED ARMY

DOCTOR OF PHILOSOPHY

217 INGLESIDE DRIVE

**FAYETTEVILLE NC 28303** 

835-6177/364-9522

APOSTLE.MINER@GMAIL.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

CATEGORY: MEMBER OF FAITH COMMUNITY

NAME/ADDRESS/PHONE

OCCUPATION

**EDUCATIONAL BACKGROUND** 

MULLINS, VICKIE M (W/F)

RETIRED

COLLEGE-REC DEGREE

5905 TURNBULL ROAD

FROM COOPERATIVE EXTENSION

**FAYETTEVILLE NC 28312** 

910-322-3100

GIRLIMON1@AOL.COM

Graduate-County Citizens' Academy: YES

Graduate-Institute for Community Leadership: YES

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC

NELSON, HELEN L. (B/F)

**LAWYER** 

**BA-CUM LAUDE** 

3208 HIGH PLAINS DRIVE

**HELEN NELSON & ASSOCIATES** 

JD

HOPE MILLS NC 28348 483-7775/709-1390/483-7775

NELSONPNOSLEN33@AOL.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

CATEGORY: JUVENILE DEFENSE ATTORNEY

PALMER, REV DWIGHT E JR. (B/M)

**GENERAL MANAGER** 

DORMAN CADILLAC GMC

BA

1139 HELMSLEY DRIVE

**FAYETTEVILLE NC 28314** 

868-2575/260-9630/892-6405 DEPALMERJR@YAHOO.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

CATEGORY: MEMBER OF FAITH COMMUNITY

RIVERS, RHONNISHA (-/F)

REGISTERED NURSE CAPE FEAR VALLEY

**BSN** 

7774 S. SHIELD DRIVE FAYETTEVILLE, NC 28314

988-7835/615-4000

RNRIVERS07@GMAIL.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC

NAME/ADDRESS/PHONE

**OCCUPATION** 

EDUCATIONAL BACKGROUND

SAMPSON, CHAS L. (B/M) 2125 VALLEYGATE DRIVE NON-PROFIT EXECUTIVE FAMILY ENDEAVORS

BS-PSYCHOLOGY, MS

FAYETTEVILLE NC 28303 571-289-0476/672-6166

CHASSAMPSON@GMAIL.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC

SHAW, KIM L (AA/F) 7550 BEVERLY DRIVE FAYETTEVILLE NC 2831 WIOA ADULT SERVICES COORDINATOR
CENTRAL CAROLINA COMMUNITY COLLEGE

MASTERS- HUMAN RESOURCES

FAYETTEVILLE NC 28314 824-7495/331-9690/777-7711 KIM.LEWIS@OUTLOOK.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC

SMALLS, LARRY (B/M) 1418 OLDTOWN DRIVE LEADERSHIP CONSULTANT MOTIVATIONAL SPEAKER

MBA BS

**FAYETTEVILLE NC 28314** 

633-4167/566-0238

WAYNESPEAKS@LWAYNESMALLS.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC

STEEGER, REV. PAUL (W/M) 3771 RAMSEY STREET

LEADERSHIP & MGMT CONSULTANT

BA

SELF-EMPLOYED

FAYETTEVILLE NC 28311 514-9573/918-284-7801

PRESIDENT@SMICONSULTANCY.ORG

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

CATEGORY: MEMBER OF FAITH COMMUNITY

NAME/ADDRESS/PHONE OCCUPATION BACKGROUND
STEWART, TONI (B/F) SPECIAL PROJECTS MANAGER AA
3951 BROOKGREEN DRIVE DIRECTOR/TRUE VINE MINISTRIES BS

FAYETTEVILLE NC 28304

910-476-4444

MSTONISTEWART@GMAIL.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

CATEGORY: MEMBER OF FAITH COMMUNITY & GENERAL PUBLIC

STOKES, WILBERT (B/M) RETIRED PRINCIPAL
1136 VESPER LANE BLADEN COUNTY SCHOOLS

**FAYETTEVILLE NC 28311** 

492-2965/261-0176

WSTOKES13@HOTMAIL.COM

Graduate-County Citizens' Academy: YES

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: YES

Graduate-other leadership academy: CITY OF FAYETTEVILLE CITIZENS ACADEMY

CATEGORY: GENERAL PUBLIC

STROUD-MELVIN, OCIE J (B/M) CUSTOMER CONTACT REP 1421-A IRELAND DRIVE PIEDMONT NATURAL GAS

FAYETTEVILLE, NC 28304

299-8489/401-6123

OCIE.STROUD-MELVIN@PIEDMONTNG.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC

WILDERMAN, MARK (W/M)

PRESIDENT

SAAM'S PARTY TENTS

SOME COLLEGE

**MASTERS-EDUCATION** 

**BS-CRIMINAL JUSTICE** 

222 QUEENSBERRY DRIVE

**FAYETTEVILLE NC 28303** 

964-2050/864-4633

MARK.WILDERMAN@YAHOO.COM

Graduate-County Citizens' Academy: No

Graduate-Institute for Community Leadership: No

Graduate-Leadership Fayetteville: YES

Graduate-United Way's Multi-Cultural Leadership Program: No

Graduate-other leadership academy: No

CATEGORY: MEMBER OF BUSINESS COMMUNITY

NAME/ADDRESS/PHONE

**OCCUPATION** 

EDUCATIONAL BACKGROUND

WILLIAMS, ALFREDA (B/F)

**HUMAN RESOURCES ASSISTANT** 

**BS-PSYCHOLOGY** 

628 WELSH PLACE

**FAYETTEVILLE NC 28303** 

920-3764/229-6556/643-8544

FREDA WMS08@YAHOO.COM

Graduate-County Citizens' Academy: YES

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC

WILLIAMS, MELA (B/F)

ADJUNCT PROFESSOR OF CHRISTIAN EDUCATION

BS

3934 HEARTPINE DRIVE

**FAYETTEVILLE NC 28306** 

910-728-9263

MMWILLIAMS1690@YAHOO.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO CATEGORY: GENERAL PU



#### **BOARD OF COMMISSIONERS' OFFICE**

# MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 4, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

**DATE:** 8/29/2018

SUBJECT: BOARD OF ADJUSTMENT (2 VACANCIES)

## **BACKGROUND**

The Board of Adjustment has the following two (2) vacancies:

### Alternate Member:

Gregory Parks – was appointed by the BOC as a Regular member at the August 20, 2018 meeting. The Board of Adjustment recommends **Marva Lucas-Moore**. (See attached.)

Alberta Ortiz – completing first term. Not interested in serving a second term. The Board of Adjustment recommends *David Guy* or *Quinsentina James*. (See attached.)

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

#### RECOMMENDATION / PROPOSED ACTION

Nominate individuals to fill the two (2) vacancies above.

### **ATTACHMENTS:**

Description
Board of Adjustment Backup Information

Туре

Backup Material

### **Board of Adjustment**

The Board of Adjustment is a "quasi-judicial" administrative body that conducts public hearings and/or reviews as listed under "duties" below. Appeals of this board's decisions are filed directly to Superior Court.

Statutory Authorization: NCGS 153A-345 County Code: Zoning Ordinance Article XVI

### **Member Specifications:**

#### 10 Members

- 5 regular
- 5 alternate (Alternate members fill in for regular members as necessary and are often appointed to fill vacancies of the regular membership.)

Term: 3 Years

Compensation: None

### **Duties:**

- Conduct administrative reviews and decide appeals where it is alleged by the appellant that there is an error in any order, requirement, permit, decision, determination, refusal made by the Planning and Inspections Director or other administrative officials in the carrying out or enforcement of any provisions of the zoning ordinance;
- Hear, deny or approve applications for variances and special use permits from the terms of the zoning ordinance;
- Interpret the official zoning maps;
- Rule on matters concerning nonconforming uses;
- Hear and approve or deny applications for High Density Development and variances from the provisions of the County Water Supply Watershed Management and Protection Ordinance;
- Hear and rule on appeals and variance requests from the County's Flood Damage Prevention Ordinance.

**Meetings:** Third Thursday of each month at 7:00 PM. The average length of a meeting varies. Each member spends approximately three hours per month in service to this board.

**Meeting Location:** Historic Cumberland County Courthouse, Hearing Room #3 130 Gillespie Street Fayetteville, NC

# Kellie Beam

Subject:

FW: Cumberland County Board of Adjustment Recommendation Nominations

From: Hope Ward Page

Sent: Wednesday, August 29, 2018 12:09 PM
To: Kellie Beam <kbeam@co.cumberland.nc.us>

Subject: RE: Cumberland County Board of Adjustment Recommendation Nominations

\*Kellie we need 2 alternates as one will no longer participate Ms. Alberta Ortiz cannot and Mr. Parks was made a regular member.\*

# **Recommendations for Nomination as Alternate Members:**

David Guy (1 vote) Quinsentina James (1 vote) Marva Lucas-Moore (2 votes)

(Note: Mr. McHenry did not offer a recommendation for alternate)

Please contact me if you have any questions at <a href="mailto:hpage@co.cumberland.nc.us">hpage@co.cumberland.nc.us</a> or 910-678-7602.

# BOARD OF ADJUSTMENT 3 Year Term

Name/Address	<u>Date</u> Appointed	Term	Expires	Eligible For Reappointment
Alfonso Ferguson Sr. (B/M) 3329 Eastgate Street Eastover, NC 28312 401-2313/483-1888	8/18	2nd	Aug/21 8/31/21	No
Winton McHenry (W/M) 3648 Lakeshore Drive Hope Mills, NC 28348 429-1101/308-3987	6/16	1st	June/19 6/30/19	Yes
George Lott (W/M) 126 Rowland Circle Fayetteville, NC 28301 494-2178/488-8659	8/16	2nd	Aug/19 8/31/19	No
George Turner (W/M) 1012 Cain Road Fayetteville, NC 28303 484-4069/867-2116	9/18	2nd	Sept/21 9/30/21	No
Gregory Parks (W/M) 307 Devane Street Fayetteville, NC 28305 484-9666/483-8194	8/18	1st	Aug/21 8/31/21	Yes
Alternate Members: Robert E. Davis (B/M) 901 Kaywood Drive Fayetteville, NC 28311 910-488-1194	8/16	1st	Aug/19 8/31/19	Yes
Stacy M. Long (W/M) 1909 Partridge Drive Fayetteville, NC 28304 919-896-8970/919-633-8244	8/16	1st	Aug/19 8/31/19	Yes
VACANT (Vacated by G. Parks)	6/16	1 <sup>st</sup>	June/19 6/30/19	Yes

# Board of Adjustment, page 2

	<u>Date</u>			Eligible For
Name/Address	Appointed	Term	Expires	Reappointment
Alternate Members Continued:				
VACANT (Vacated by A. Ortiz)	10/15	1st	Aug/18	Yes
,		11 11 1 0	8/31/18	<b>、</b>
(serv	ing unexpired tern	n; eligible for one	additional term	)
Nathan Galbreath (W/M)	5/16	1st	May/19	Yes
230 Nandina Court			5/31/19	
Fayetteville, NC 28311				
815-990-8393/570-9250				

Meets 3<sup>rd</sup> Thursday of each month at 7:00 PM – Historic Cumberland County Courthouse, 130 Gillespie Street, Second Floor Hearing Room

Contact: Patti Speicher, Planning & Inspections Department, 678-7605

# APPLICANTS FOR BOARD OF ADJUSTMENT

**EDUCATIONAL** 

NAME/ADDRESS/TELEPHONE

OCCUPATION

SOIL AND WATER

BACKGROUND

DICKENS, CATHY (-/F) 1426 COBRA DRIVE DISTRICT SUPERVISOR

HIGH SCHOOL

FAYETTEVILLE NC 28303

910-286-0157

MAXINEDICKENS69@GMAIL.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC

FAIRLEY, ANTHONY (B/M)

**TESTING CLERK** 

CC SCHOOLS

HIGH SCHOOL

219 MURRAY FORK DRIVE

FAYETTEVILLE NC 28314 229-2456/426-4061/678-2516

BLESSED948@AOL.COM

Graduate-County Citizens' Academy: YES

Graduate-Institute for Community Leadership: YES

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC

GUY, DAVID NICHOLSON III

REAL ESTATE BROKER

CONTRACTOR

**BS-BUSINESS MANAGEMENT** 

305 WOODCREST ROAD

FAYETTEVILLE NC 28305

910-850-8004

DAVIDNGUY02@YAHOO.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC

JAMES, QUINSENTINA (-/F)

HR

US GOVERNMENT CONTRACTOR

SOME COLLEGE

2441 CANFORD LANE

**FAYETTEVILLE NC 28304** 

364-4558

MQMLEWIS@AOL.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: YES

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC

#### APPLICANTS FOR **BOARD OF ADJUSTMENT Page 2**

**EDUCATIONAL** 

NAME/ADDRESS/TELEPHONE

OCCUPATION

BACKGROUND

LUCAS-MOORE, MARVA (B/F) 3014 HAMPTON RIDGE ROAD **FAYETTEVILLE NC 28311** 

BROKER/OWNER LUCAS MOORE REALTY SELF EMPLOYED

**BACHELORS CRIMINAL JUSTICE** 

551-1904/227-9605

MARVA@LUCASMOOREREALTYINC.COM

Graduate-County Citizens' Academy: No

Graduate-Institute for Community Leadership: No

Graduate-Leadership Fayetteville: No

Graduate-United Way's Multi-Cultural Leadership Program: No

Graduate-other leadership academy: No CATEGORY: GENERAL PUBLIC

MCKOY, DATREZ, RAHEAM (B/M)

**GENERAL LABOR** 

HIGH SCHOOL

418 ACACIA CIRCLE APT H **FAYETTEVILLE NC 28314** 

910-736-8169

MCKOYDATREZ@YAHOO.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC



#### **BOARD OF COMMISSIONERS' OFFICE**

# MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 4, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

**DATE:** 8/29/2018

SUBJECT: NURSING HOME ADVISORY BOARD (9 VACANCIES)

### **BACKGROUND**

On August 20, 2018, the Board of Commissioners nominated the following individuals to fill nine (9) vacancies on the Nursing Home Advisory Board:

#### NOMINEE(S)

Laura Hardy (reappointment)

**Niokie Cunningham** (reappointment)

**Brenda McArthur-Strong** (reappointment)

**Diane Wheatley** (reappointment)

Benikka Elliott (new appointment)

**Katherine Marable** (new appointment)

Rhonnish Rivers (new appointment)

**Dorothy McNeil** (new appointment)

**Angela Stewart** (new appointment)

The current membership roster for the Nursing Home Advisory Board is attached.

#### RECOMMENDATION / PROPOSED ACTION

Appoint individuals to fill the nine (9) vacancies on the Nursing Home Advisory Board.

#### **ATTACHMENTS:**

Description
Nursing Home Advisory Board Membership Roster

Type

Backup Material

# NURSING HOME ADVISORY BOARD

# 3 Year Term

(Initial Appointment One Year)

Name/Address	<u>Date</u> Appointed	Term	Expires	Eligible For Reappointment
Laura Hardy 6720 Willowbrook Dr #1 Fayetteville, NC 28314 224-7255/867-6857	11/16	Initial	Nov/17 11/30/17	Yes
Niokie Cunningham 1918 Rayconda Rd Apt 306	3/17	1st	Aug/17 8/31/17	Yes
Fayetteville, NC 28304 niokiec@yahoo.com 910-263-7976	(serving unexpired tern	n; eligible for two ac	lditional terms	)
VACANT (Vacated by C. Dav	vis) 6/17	Initial	Nov/17 11/30/17	Yes
	(serving unexpired tern	n; eligible for two ac	lditional terms	)
Keith Howard 7809 Gallant Ridge Dr Fayetteville, NC 28314 910-494-3736	11/16	1 <sup>st</sup> full term	Mar/19 3/31/19	Yes
Brenda McArthur-Strong 3822 Briargate Lane	3/17	1st	Aug/17 8/31/17	Yes
<del>-</del>	(serving unexpired tern	n; eligible for two ac		)
VACANT (Vacated by R. Wi	lliams) 11/16	Initial	Nov/17 11/30/17	Yes
Diane Wheatley 9774 Ramsey Street Linden, NC 28356 910-728-7126 (cell)	11/16	Initial	Nov/17 11/30/17	Yes
VACANT (Vacated by M. Di	llon) 10/15	1st	Oct/18 10/31/18	Yes

# Nursing Home Advisory Board, page 2

	<u>Date</u>			Eligible For
Name/Address	Appointed	Term	Expires	Reappointment
VACANT (Vacated by L. Ray)	11/15	1st	Nov /18	Yes
			11/30/18	
VACANT (Vacated by C. Everett)	11/15	1st	Nov/18 11/30/18	Yes
VACANT (Vacated by R. Tatum)	11/16	Initial	Nov/17 11/30/17	Yes

CONTACT: Kareem Strong, Mid-Carolina Area Agency on Aging

P. O. Box 1510

Fayetteville, NC 28302 Phone: 323-4191, ext. 25

<sup>3&</sup>lt;sup>rd</sup> Thursday of the last month of each quarter (March, June, September and December) at 10:00 AM - at various nursing homes in the county.



#### **BOARD OF COMMISSIONERS' OFFICE**

# MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 4, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

**DATE:** 8/29/2018

SUBJECT: ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE (9 VACANCIES)

#### **BACKGROUND**

On August 20, 2018, the Board of Commissioners nominated the following individuals to fill nine (9) vacancies on the Adult Care Home Community Advisory Committee:

### NOMINEE(S)

Carla Fagan (new appointment)

**Niokie Cunningham** (reappointment)

**Dorothy McNeil** (reappointment)

**Dr. Dennis Corbin** (new appointment)

William Duke (new appointment)

Wilbert Stokes (new appointment)

**Deborah Stuckey** (new appointment)

Felecia Vaughan (new appointment)

Joseph Dykes (new appointment)

I have attached the current membership list for this committee.

### RECOMMENDATION / PROPOSED ACTION

Appoint individuals to fill the nine (9) vacancies above.

#### **ATTACHMENTS:**

Description
Adult Care Home Community Advisory Committee

Type Backup Material

# ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE Initial Appointment 1 Year/Subsequent Terms 3 Years

Name/Address	<u>Date</u> Appointed	Term	Expires	Eligible For Reappointment
VACANT (Vacated by M. Ayars)	8/14	2nd	Aug/17 8/31/17	No
VACANT (Vacated by J. Thompson	n)11/15	1st	Nov/18 11/30/18	Yes
VACANT (Vacated by M. Dillon)5	/17	1 <sup>st</sup> full term	May/20 5/31/20	Yes
	(serving unexpired to	erm; eligible for	one additional	l term)
Carla Fagan 5636 Watersplash Lane Fayetteville, NC 28311 347-452-8678/910-630-7699	8/15	1st	Aug/18 8/31/18	Yes
VACANT (Vacated by D. Atkins)	5/17	2nd	May/20 5/31/20	No
Laura Hardy 6720 Willowbrook Dr #1 Fayetteville, NC 28314 224-7255/867-6857	5/17	1st	Apr/20 4/30/20	Yes
Niokie Cunningham 1918 Rayconda Rd Apt 306 Fayetteville, NC 28304 910-263-7976	3/17	Initial	Mar/18 3/31/18	Yes
VACANT (Vacated by G. Blackwei	11)5/17	1st	Apr/20 4/30/20	Yes

Adult Care Home Community Advisory Committee, page 2

Name/Address	<u>Date</u> Appointed	Term	Expires	Eligible For Reappointment
VACANT (Vacated by C. Everett)	11/15	1st	Nov/18 11/30/18	Yes
Dorothy McNeil 821 Oakcrest Drive Fayetteville, NC 28301 822-3152/483-6505/489-8849	6/17	Initial	June/18 6/30/18	Yes
Dawn O'Donnell 2072 Birchcreft Dr Fayetteville, NC 28304 910-425-3619	5/17	1st	Apr/20 4/30/20	Yes
VACANT (Vacated by R. Cascasan	) 5/14	2nd	May/17 5/31/17	No
VACANT (Vacated by A. Ferguson	) 8/14	2nd	Aug/17 8/31/17	No
Lillie White 6496 Tarrytown Drive Fayetteville, NC 28314 867-3178	5/17	1st	Apr/20 4/30/20	Yes
VACANT (Vacated by H. Dudley)	4/15	2nd	Apr/18 4/30/18	No

CONTACT: Kareem Strong, Mid-Carolina Area Agency on Aging,

P. O. Box 1510, Fayetteville, NC 28302 - Phone: 323-4191, ext. 25 - Fax: 323-9330

MEETINGS: Quarterly: 3<sup>rd</sup> Thursday of the last month of each quarter (March, June, September, December) - at 1:00 p.m. - various adult care homes in Cumberland County



#### **BOARD OF COMMISSIONERS' OFFICE**

# MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 4, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

**DATE:** 8/29/2018

SUBJECT: TRANSPORTATION ADVISORY BOARD (1 VACANCY)

## **BACKGROUND**

On August 20, 2018, the Board of Commissioners nominated the following individual to fill one (1) vacancy on the Transportation Advisory Board:

NOMINEE(S)
Aging Programs Representative: **Kenneth Dye** (reappointment)

I have attached a current membership list for this board.

#### RECOMMENDATION / PROPOSED ACTION

Appoint individual to fill the one (1) vacancy above.

#### **ATTACHMENTS:**

Description

Transportation Advisory Board Membership Roster

Backup Material

# TRANSPORTATION ADVISORY BOARD

# 2 Year Term

(All terms expire November 30th and begin December 1st according to the TAB bylaws.)

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
City of Fayetteville Representative Adolphus Thomas 820 Our Street Fayetteville, NC 28314 364-8515/433-1935	6/16	1st	Nov/18 11/30/18	Yes
Urban Transit Provider Representative VACANT (Vacated by J. Roper)	<u>ve</u> 11/15	2nd	Nov/17 11/30/17	No
Mid-Carolina Council of Government Tracy Honeycutt Mid-Carolina Council of Government 5575 Lockridge Road Fayetteville, NC 28311 322-8275/323-4191 thoneycutt@mccog.org	11/17	<u>ee</u> 1st	Nov/19 11/30/19	Yes
County DSS Director or Designee VACANT (Vacated by L. Chance)	11/15	2nd	Nov/17 11/30/17	No
DSS Work First Representative Dana Davis Cumberland County DSS 7702 Buttonwood Ave Fayetteville, North Carolina 28314 973-9197/677-2339 Danadavis@ccdssnc.com	11/17	1st	Nov/19 11/30/19	Yes
Workforce Development Center Din Nedra Rodriguez 4112 Bent Grass Drive Fayetteville, NC 28312 (servi 306-1216/678-7676 nrodriguez@co.cumberland.nc.us	rector or Designee 6/17 ng unexpired term; eli	1st gible for two ac	Nov/18 11/30/18 Iditional terms)	Yes

Transportation Advisory Board, page 2
(All terms expire November 30<sup>th</sup> and begin December 1<sup>st</sup> according to the TAB bylaws.)

Name/Address	<u>Date</u> Appointed	Term	Expires	Eligible For Reappointment
Vocational Rehab Representative Ellen Morales 3606 Wyatt Street Fayetteville, NC 28304 429-3001/486-1101	6/16	1st	Nov/18 11/30/18	Yes
Sheltered Workshop Director or Des Dwayne D. Beason Sr. 5801 Rivercroft Rd Fayetteville, NC 28304 *servi 424-7170/751-3782	signee 8/16 ng unexpired term; eli	1st gible for two ac	Nov/18 <b>11/30/18</b> Iditional terms'	Yes
Aging Programs Representative Kenneth Dye 291 Steamboat Court Fayetteville, North Carolina 28314 308-6609/484-0111	11/15	1st	Nov/17 <b>11/30/17</b>	Yes
Mental Health Representative William H. Robinson 615 Riverfront Lane Fayetteville, NC 28314 910-491-4823	6/16	1st	Nov/18 11/30/18	Yes
Emergency Medical Services Repres				
Suzanne King 3840 Goforth Drive Hope Mills, NC 28348 (serving) 916-8024/615-3430 SEDWA5@CAPEFEARVALLEY.	8/17  ng unexpired term; elig <u>COM</u>	1 <sup>st</sup> gible for one ad	Nov/18 11/30/18 Iditional term)	Yes
County Planning Department Direct Cecil Combs Cumberland County Planning Department P.O. Box 1829 Fayetteville, North Carolina 28302-678-7606 (W)	11/16 rtment	1st	Nov/18 11/30/18	Yes

Transportation Advisory Board, page 3

Transportation Advisory Board, pag		151 11	d minit	
(All terms expire November 30th an		er 1° according to	the TAB bylaw	
27 44 11	<u>Date</u>	TT.	~ .	Eligible For
Name/Address	Appointed	Term	Expires	Reappointment
County Health Director or Designed				
Sharon Batten	11/17	1st	Nov/19	Yes
2260 Dockvale Drive			11/30/19	
Fayetteville, NC 28306				
424-6559/797-8773/433-3741				
sharonebatten@hotmail.com				
At-Large Representatives				
Anne Morrison	11/16	2nd	Nov/18	No
3061 Stone Carriage Cir #C			11/30/18	5.1.5
Fayetteville, NC 28304			11/00/10	
339-2123/973-943-3334				
339-2123/9/3-943-3334				
Kannath Washington	11/16	2nd	Nov/18	No
Kenneth Washington	11/10	ZIIC		NO
1538 Cypress Lakes Rd			11/30/18	
Hope Mills, NC 28348				
425-2242/424-2312				
Joel Strickland	11/16	2nd	Nov/18	No
	11/10	ZIId		INO
1611 Bluffside Drive #205			11/30/18	
Fayetteville, NC 28312				
853-8975/323-4191				
D 15351		<b>4</b> 100	27 40	**
Dawn McNair	11/16	1st	Nov/18	Yes
2210 Hackney Loop			11/30/18	
Fayetteville NC 28304				
910-677-2529				
MPO Representative				
Deloma West Graham	11/16	2 <sup>nd</sup>	Nov/18	No
Cumberland County Planning Depa	artment		11/30/18	
8355 Judy Drive				
Fayetteville, NC 28314				
910-977-8146				
er				
Dialysis Center Representative				
Antionette Wiggins	11/16	2nd	Nov/18	No
6210 Pinto Court	11,10	2114	11/30/18	110
Fayetteville, NC 28303			XX/30/X0	
977-5871/867-2602				
711-30111001-2002				

<sup>\*\*</sup>Board was created by the Commissioners on 11/6/00.

Meetings: Second Tuesday in first month of each quarter (Jan., Apr., July, Oct.) at 10:00 AM – Special meeting held in June.

Location: Historic Courthouse, Courtroom 3B

Contact: Ifetayo Farrakhan (Planning & Inspections) x7624, fax # 678-7601



# OFFICE OF THE COUNTY MANAGER

# MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 4, 2018

TO:	<b>BOARD</b>	<b>OF</b>	COUNTY	COMN	MISSIONEI	RS

FROM:

**DATE:** 

**SUBJECT: MEETINGS** 

# **BACKGROUND**

September 17, 2018 (Monday) - 6:45 PM October 1, 2018 (Monday) - 9:00 AM October 15, 2018 (Monday) - 6:45 PM