
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE - ROOM 118
NOVEMBER 5, 2018
9:00 AM

INVOCATION - Rabbi Eve Eichenholtz of Beth Israel Synagogue

PLEDGE OF ALLEGIANCE -

Recognition of Cooperative Extension Livestock Agent Liz Lahti on Receiving the Search for Excellence Award in Crop Production

PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA
2. PRESENTATIONS
 - A. Presentation of the Fort Bragg Joint Land Use Study by Vagn Hansen with Benchmark Planning, LLC
3. CONSENT AGENDA
 - A. Approval of October 15, 2018 Regular Meeting Minutes and October 18, 2018 Special Meeting for Capital Project Planning Minutes
 - B. Approval of Resolution in Support of Agriculture
 - C. Approval of Proposed Additions to the State Secondary Road System - All American Business Park and Churchill Downs Subdivision
 - D. Approval Of Resolution Of Intent To Close A Dead End Portion Of Old Carvers Falls Road And Call For A Public Hearing On The Question
 - E. Approval of Interlocal Agreement Between the County of Cumberland and the Town of Spring Lake for Building Inspection Services
 - F. Approval of Declaration of Foreclosed Real Properties as Surplus
 - G. Approval of Offer to Purchase Surplus Property Located at 1315 Cade Hill Avenue, Fayetteville, NC
 - H. Approval of Sale of Surplus Real Property Located at 504 Carteret Place, Fayetteville, NC
 - I. Approval of Declaration of Surplus Property and Authorization to Accept Insurance Settlement and Approval of Budget Ordinance Amendment 191140
 - J. Approval of Health Department Delinquent Accounts to be Turned Over to the N.C. Debt Set-Off Program
 - K. Approval to Pay Prior Year Invoices for Emergency Services Department

- L. Approval of Request for Refund of Excise Tax for a Deed of Conveyance
- M. Approval of Report of FY2018 Summary of Activities Funded by County ABC Funds
- N. Approval of Budget Ordinance Amendments for the November 5, 2018 Board of Commissioners' Agenda
- O. Approval of Cumberland County Facilities Committee Report and Recommendation(s)
 - 1. Resolution of Intent to Lease Certain Real Property to Hometown America Sports, Inc.
- P. Approval of Cumberland County Finance Committee Report and Recommendation(s)
 - 1. Waiver of Solid Waste Fees for Speranza Mobile Home Park Debris Due to Hurricane Florence
- 4. ITEMS OF BUSINESS
 - A. Approval of Contract to Administer the Crisis Intervention Program (CIP) and Low Income Energy Assistance Program (LIEAP)
- 5. NOMINATIONS
 - A. Fayetteville Area Convention and Visitors Bureau (FACVB) Board of Directors (2 Vacancies)
 - B. Cumberland County Juvenile Crime Prevention Council (3 Vacancies)
 - C. Civic Center Commission (5 Vacancies)
 - D. Board of Health (1 Vacancy)
- 6. APPOINTMENTS
 - A. Cumberland County Library Board of Trustees (3 Vacancies)
- 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, NOVEMBER 7, AT 7:00 PM AND FRIDAY, NOVEMBER 9, AT 10:30 AM.

REGULAR BOARD MEETINGS:

November 19, 2018 (Monday) - 6:45 PM

December 3, 2018 (Monday) - 9:00 AM

December 17, 2018 (Monday) - 6:45 PM

**THE MEETING VIDEO WILL BE AVAILABLE
AT [YOUTUBE.COM/CUMBERLANDCOUNTYNC](https://www.youtube.com/c/CumberlandCountyNC)**



PUBLIC INFORMATION OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 5, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER

DATE: 10/8/2018

SUBJECT: RECOGNITION OF COOPERATIVE EXTENSION LIVESTOCK AGENT LIZ LAHTI ON RECEIVING THE SEARCH FOR EXCELLENCE AWARD IN CROP PRODUCTION

BACKGROUND

Cumberland County Cooperative Extension Livestock Agent Liz Lahti was selected for the Search for Excellence Award in Crop Production at the North Carolina Agriculture Agents meeting in June. The Search for Excellence Award was for forage research and education. Lahti was among Cooperative Extension agents in five southeastern counties who received the award.

The agents recognized a need for forage research and education. Forage production is a large part of livestock farms in the area and accounts for 22,600 acres of hay grown in the five counties. Over the last two years, the agents established two sprigged Bermuda grass variety trials, an herbicide trial and held three haylage field days to demonstrate how haylage is harvested and stored.

RECOMMENDATION / PROPOSED ACTION

Recognize Cumberland County Cooperative Extension Livestock Agent Liz Lahti on receiving the Search for Excellence Award in Crop Production.



ASSISTANT COUNTY MANAGER - ENVIRONMENTAL/ COMMUNITY SAFETY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 5, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TRACY JACKSON, ASST. COUNTY MANAGER

DATE: 10/30/2018

**SUBJECT: PRESENTATION OF THE FORT BRAGG JOINT LAND USE STUDY BY
VAGN HANSEN WITH BENCHMARK PLANNING, LLC**

BACKGROUND

Approximately two years ago, the Department of Defense awarded a planning grant to conduct a Joint Land Use Study (JLUS) in the Fort Bragg region. The purpose of the study was to assess the potential threat to the military training mission from incompatible urban growth and development that has occurred in the areas surrounding Fort Bragg and Camp Mackall since the completion of the 2005 BRAC process. The grant was managed through the Regional Land Use Advisory Commission (RLUAC), and the study was performed by Benchmark Planning, LLC, of Charlotte, N.C.

The study has been completed, and Mr. Vagn Hansen with Benchmark Planning will provide a presentation and explain the study's findings (a copy of the presentation is attached).

RECOMMENDATION / PROPOSED ACTION

There is no action required. This presentation is for information only.

ATTACHMENTS:

Description

Fort Bragg JLUS Presentation PPT

Type

Presentation

FORT BRAGG

JOINT LAND USE STUDY

FINAL STUDY
SUMMARY PRESENTATION

BENCHMARK

WHAT IS A JLUS?

- A study funded by the DoD's Office of Economic Adjustment to help communities and military installations work together in achieving compatible growth and long-term sustainment of the military training mission.



BENCHMARK



JLUS FOCUS: LAND USE COMPATIBILITY

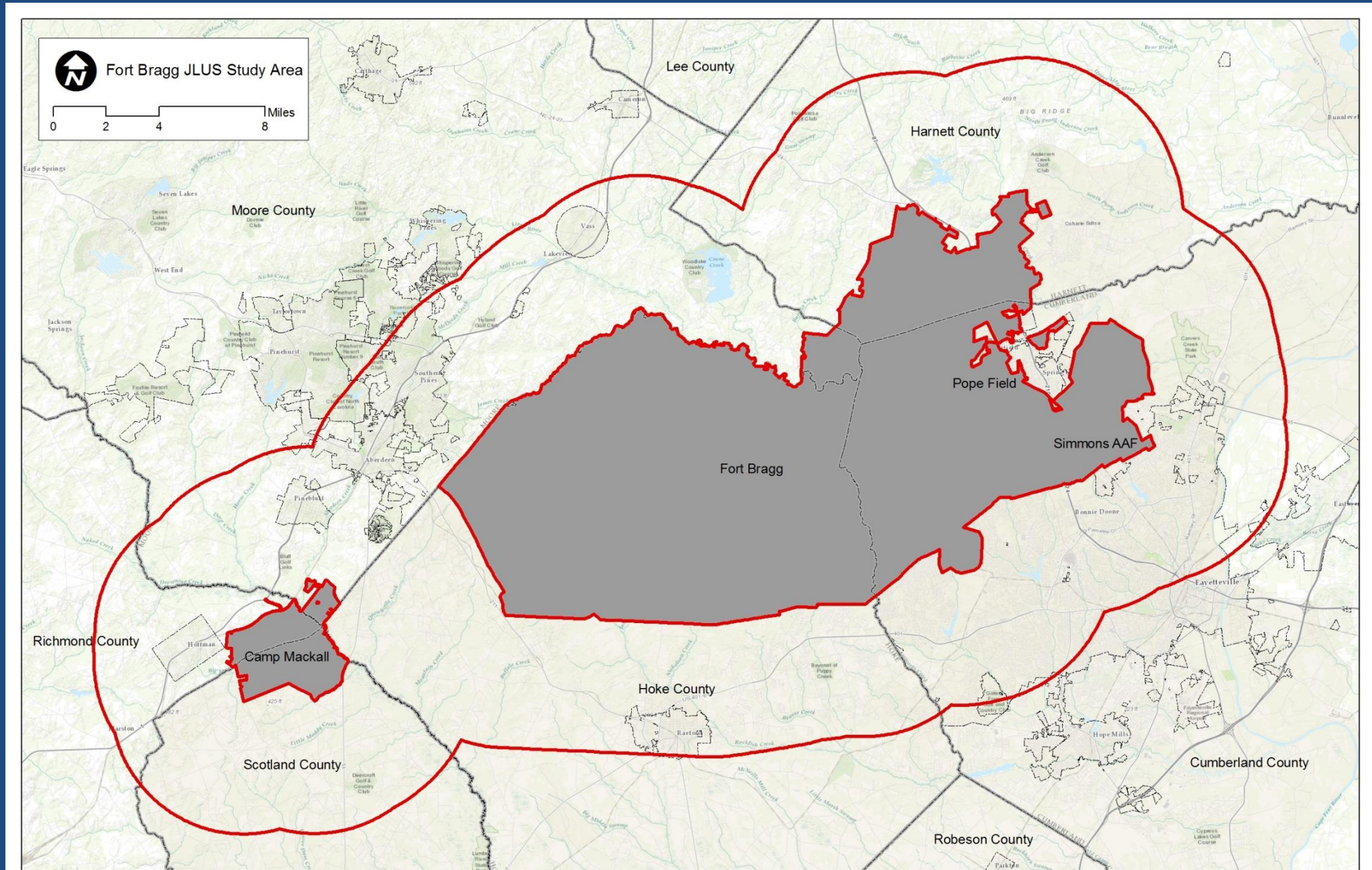


STUDY AREA



- 5 mile Focus Area (around Fort Bragg)
- Counties: Cumberland, Harnett, Hoke, Moore, Richmond and Scotland
- Cities/Towns: Aberdeen, Eastover, Fayetteville, Hoffman, Pinebluff, Pinehurst, Raeford, Spring Lake, Southern Pines, Whispering Pines, Vass.
- Partner Organizations: Fort Bragg, Fort Bragg Regional Alliance, Mid-Carolina COG, NC Department Commerce, NC DEQ, Sustainable Sandhills, The Nature Conservancy, US Fish & Wildlife Service

5-MILE STUDY AREA



JLUS PROCESS (24 MONTHS)

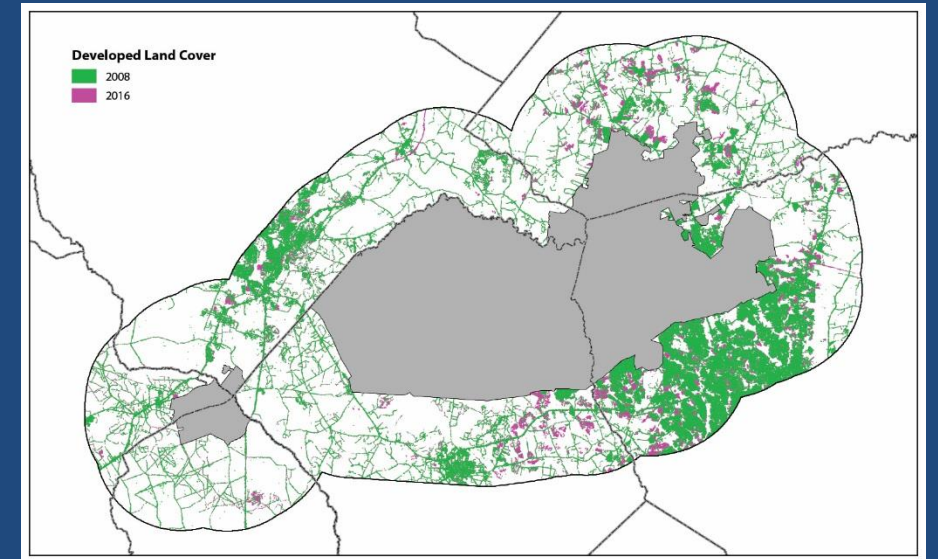
- **TASK ONE: Project Initiation & Administration**
 - RLUAC Board of Directors Meetings (x7)
 - RLUAC Membership Meetings (x8)
 - Stakeholder Meetings (ongoing)
- **3 Rounds of Public Presentations**
 - 6 counties each round
 1. Kick-off Presentation (x6)
 2. Interim Findings (x6)
 3. Final JLUS (x6)



JLUS PROCESS

- **TASK TWO: Review & Research**
 - Existing plans, reports, studies
 - Review land use policies and ordinances
 - Demographic information
 - Development trends and patterns
 - Environmental constraints
 - Climate resiliency
 - GIS data collection & mapping
 - Presentation of Research Summary (May 2017)

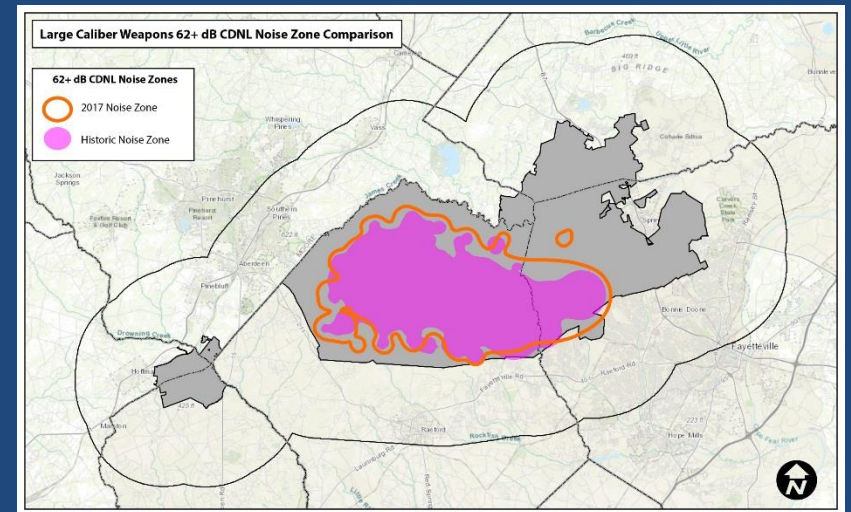
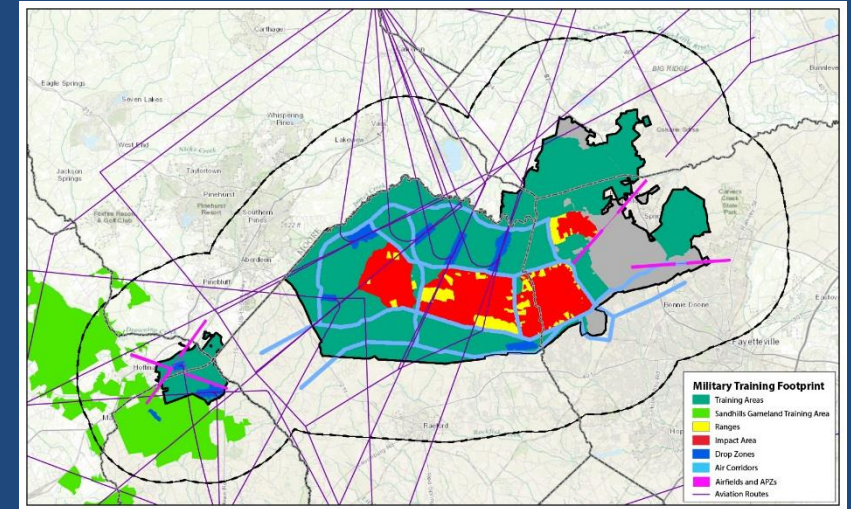
County	2000	2010	2000 to 2010 Growth	2020	2010 to 2020 Growth	2030	2020 to 2030 Growth
Cumberland	302,963	319,431	5%	345,664	8%	364,385	5%
Harnett	91,025	114,678	26%	138,799	21%	160,844	16%
Hoke	33,646	46,952	40%	58,366	24%	70,738	21%
Moore	74,769	88,247	18%	99,561	13%	108,326	9%
Richmond	46,564	46,639	0%	45,850	-2%	45,574	-1%
Scotland	35,998	36,157	0%	35,246	-3%	33,819	-4%
Total	584,965	652,104	11%	723,486	11%	783,686	8%



JLUS PROCESS

- **TASK THREE: Land Use Compatibility Analysis**

- Identify land development patterns
- Identify areas of compatibility/incompatibility
- Identify future conditions
- Present Compatibility Analysis
- Present Interim Findings



JLUS PROCESS

- **TASK FOUR: Prepare Draft & Final Study**

- Prepare Draft Recommendations
- Prepare Draft Study
- Final Draft Prepared
- RLUAC Board of Directors Endorsement
- Final Presentations

- **TASK FIVE: Prepare Implementation Plan**

- Concurrent with the preparation and review of the Final Draft



www.rluac.com

BENCHMARK

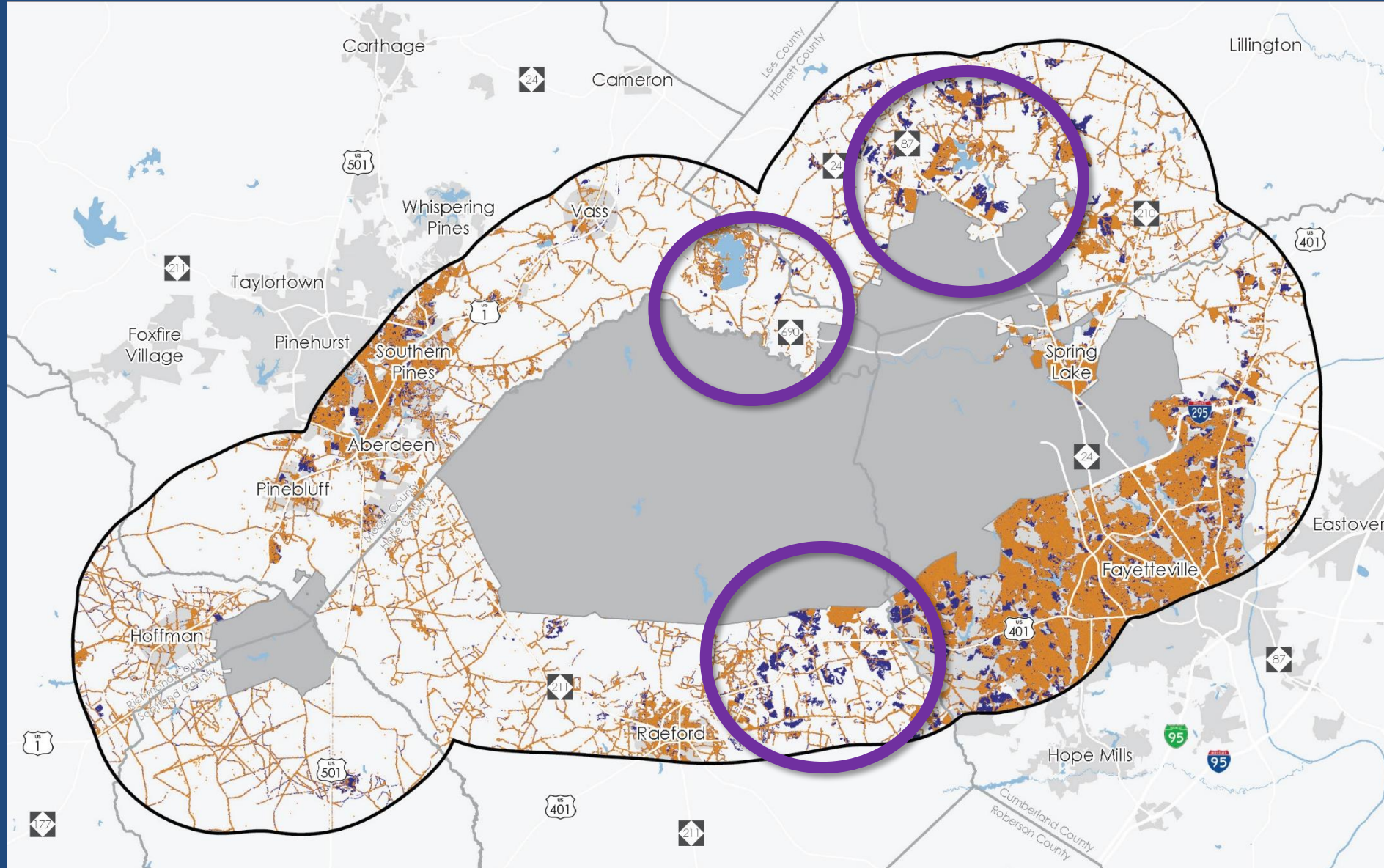
KEY FINDINGS

BENCHMARK

CONTINUED POPULATION GROWTH

County	2000	2010	2000 to 2010 Change	2020	2010 to 2020 Change	2030	2020 to 2030 Change
Cumberland	302,963	319,431	5%	345,664	8%	364,385	5%
Harnett	91,025	114,678	26%	138,799	21%	160,844	16%
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Total	584,965	652,104	11%	723,486	11%	783,686	8%

CHANGE IN DEVELOPED LAND COVER 2008-2016



NEED TO PROTECT THE LONGLEAF PINE ECOSYSTEM

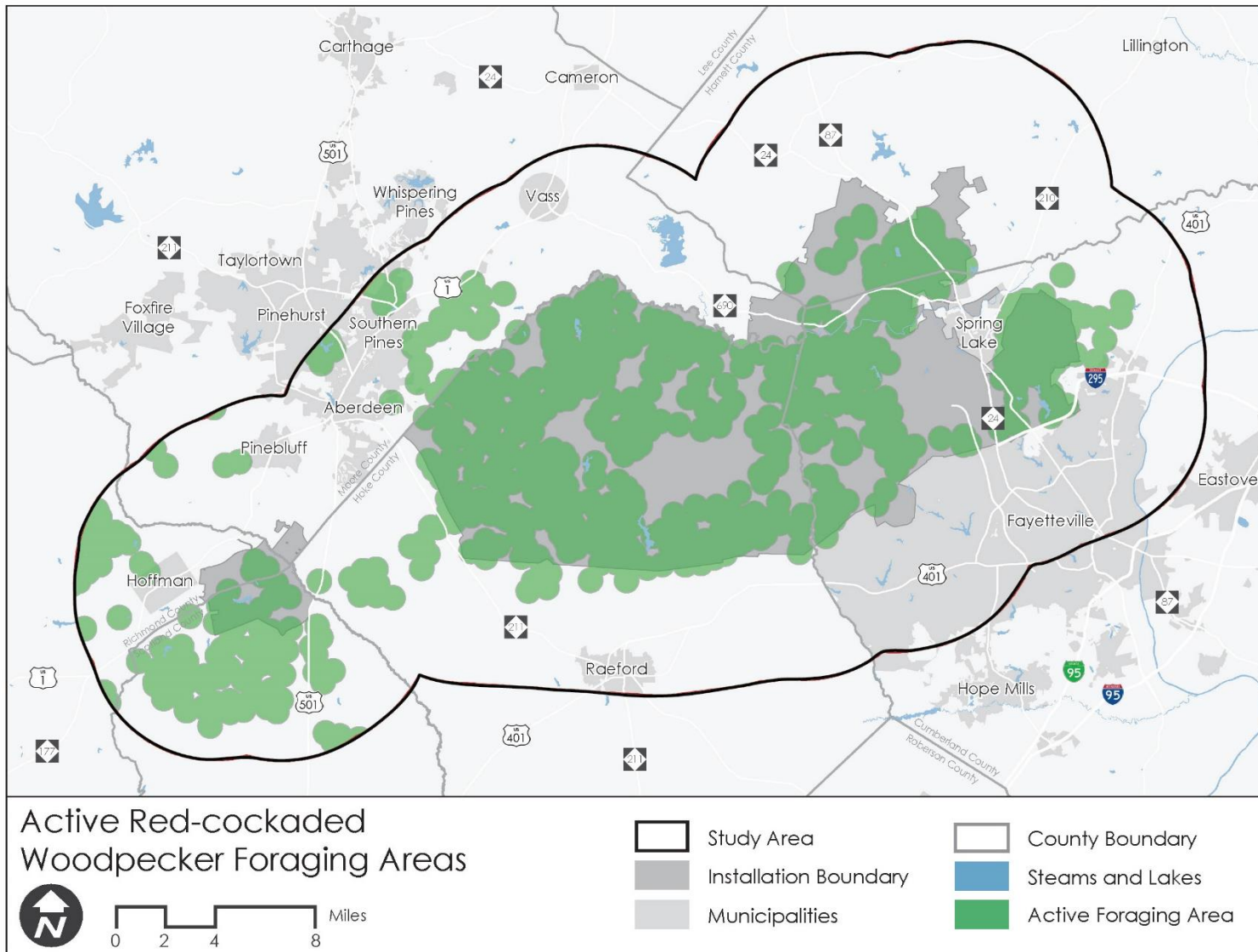
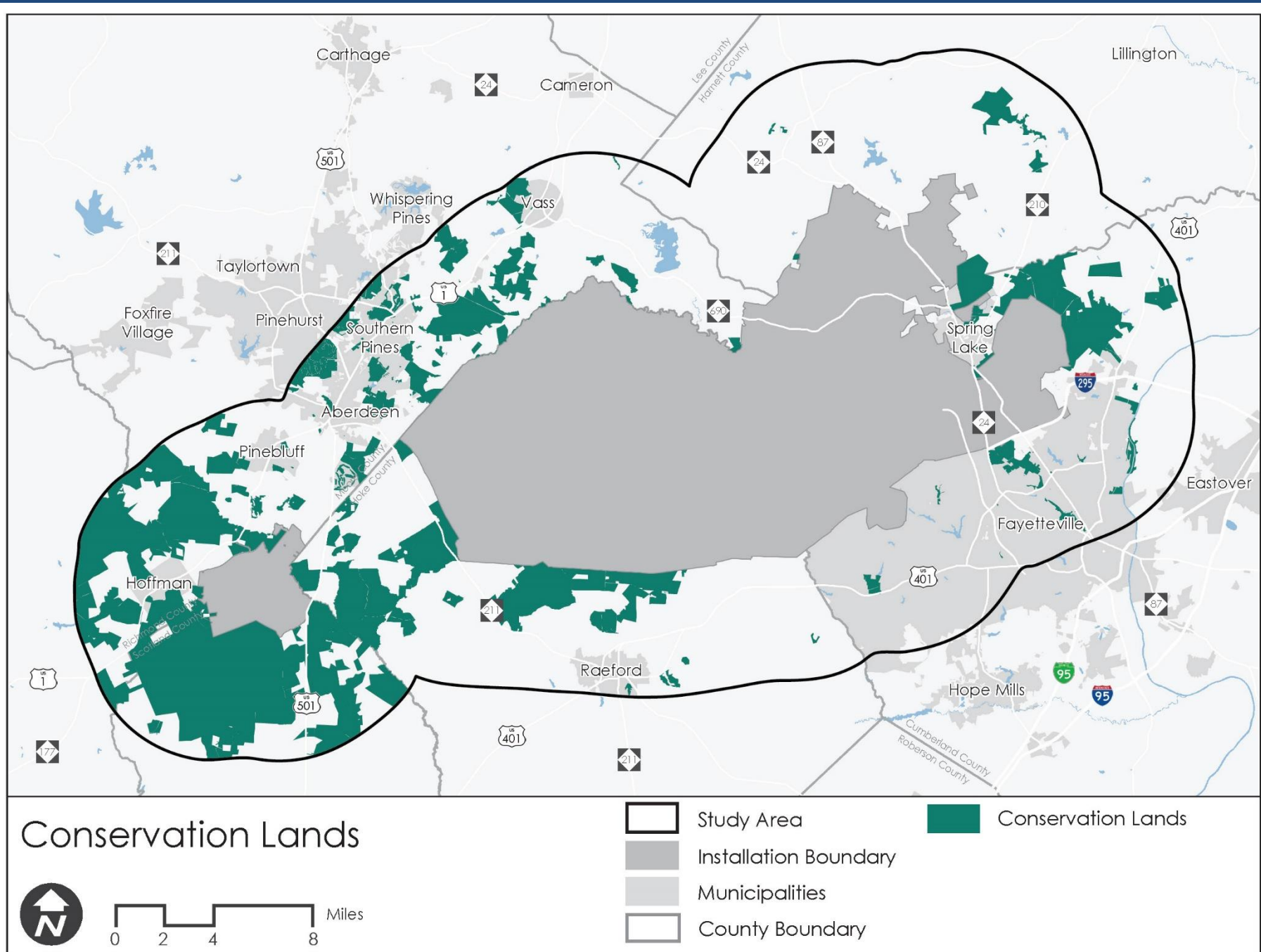
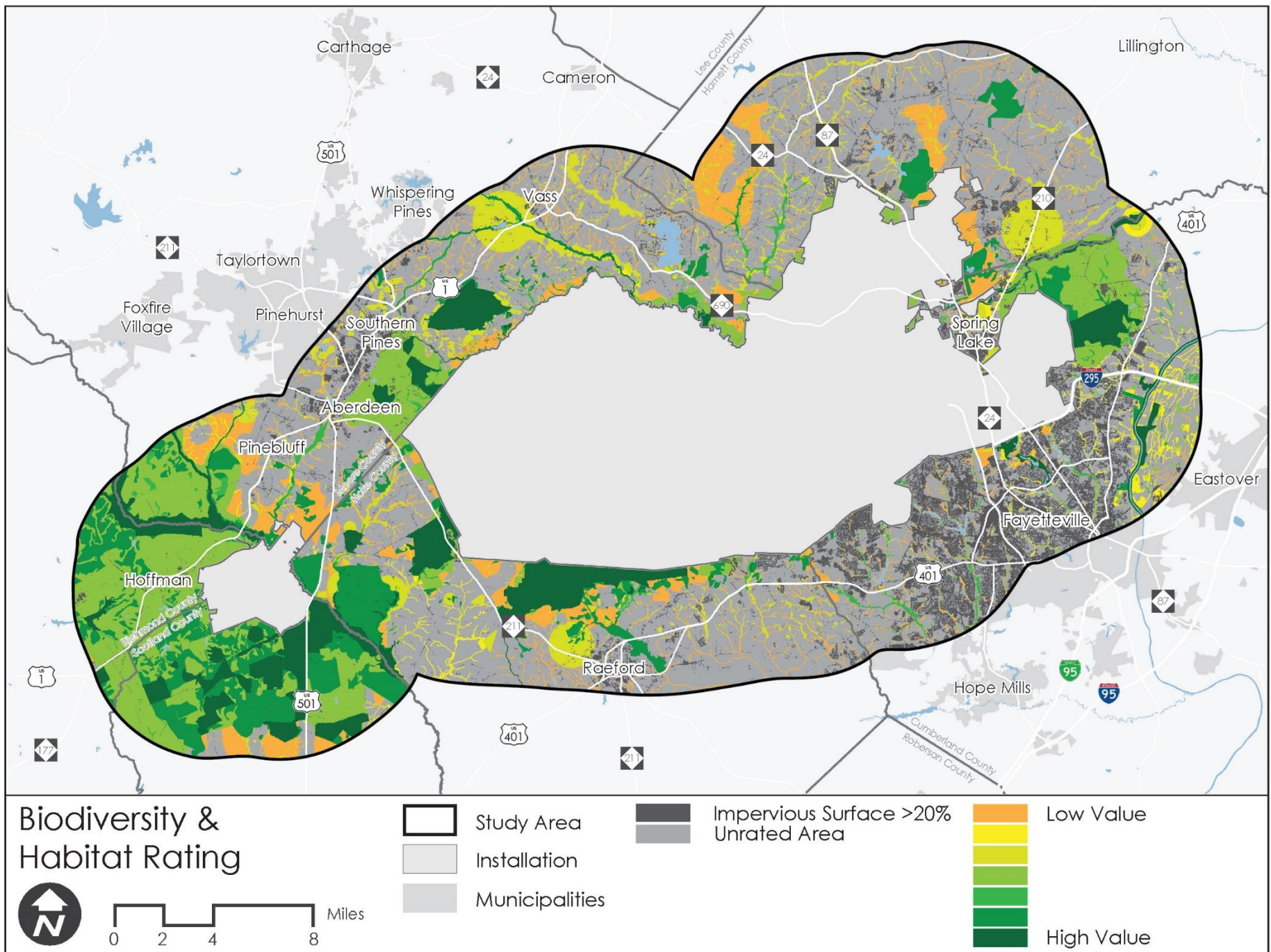


IMAGE 4.1 RED-COCKADED WOODPECKER



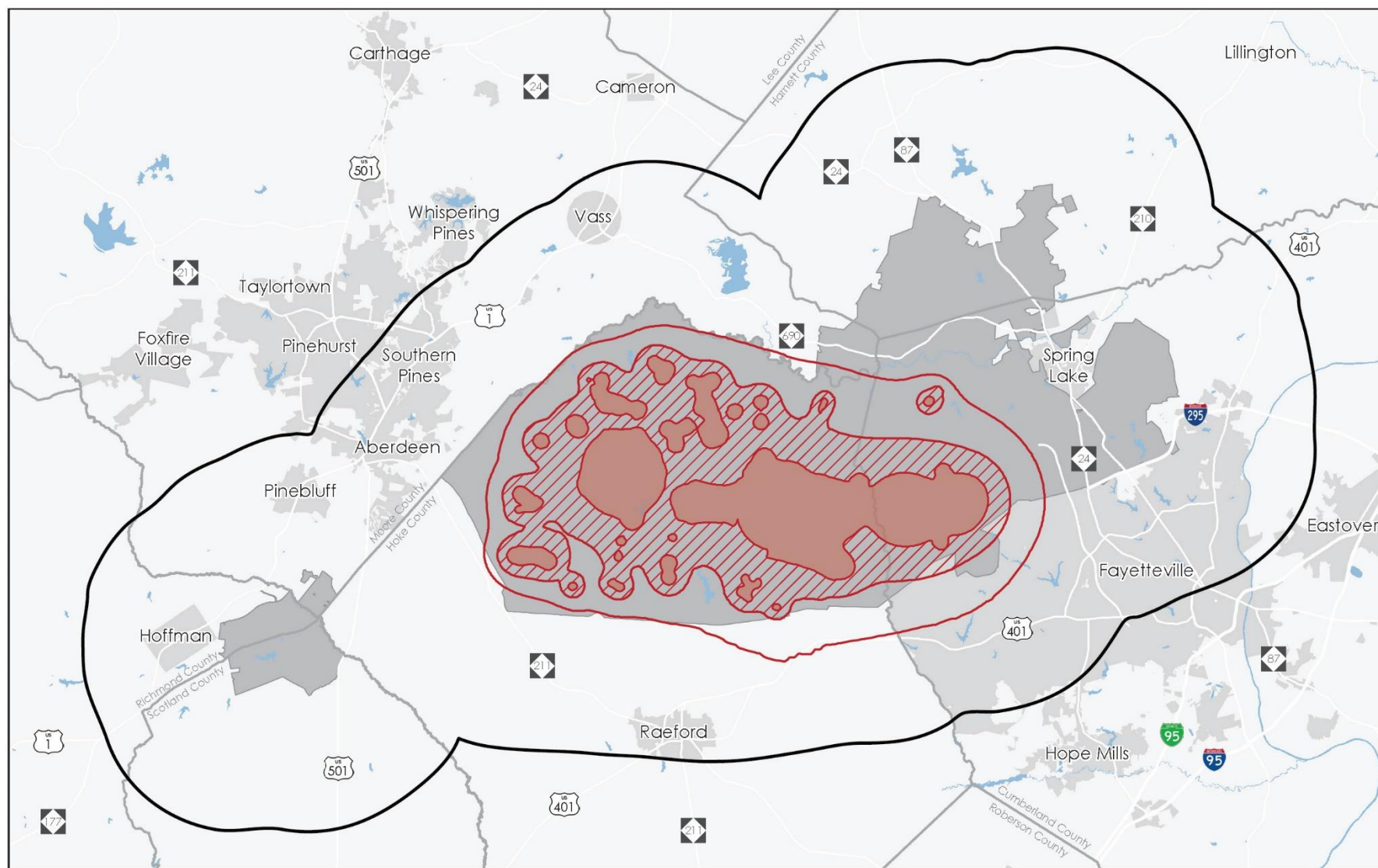




CHANGES IN TRAINING MISSION

- The Army has shifted training from counterinsurgency training to a Decisive Action Training Environment (DATE).
 - An increase in combined arms live fire maneuver training
 - New noise contour study did not reveal any major expansions





Large Caliber CDNL (2017)



0 2 4 8 Miles



Study Area



Installation Boundary



Municipalities



County Boundary



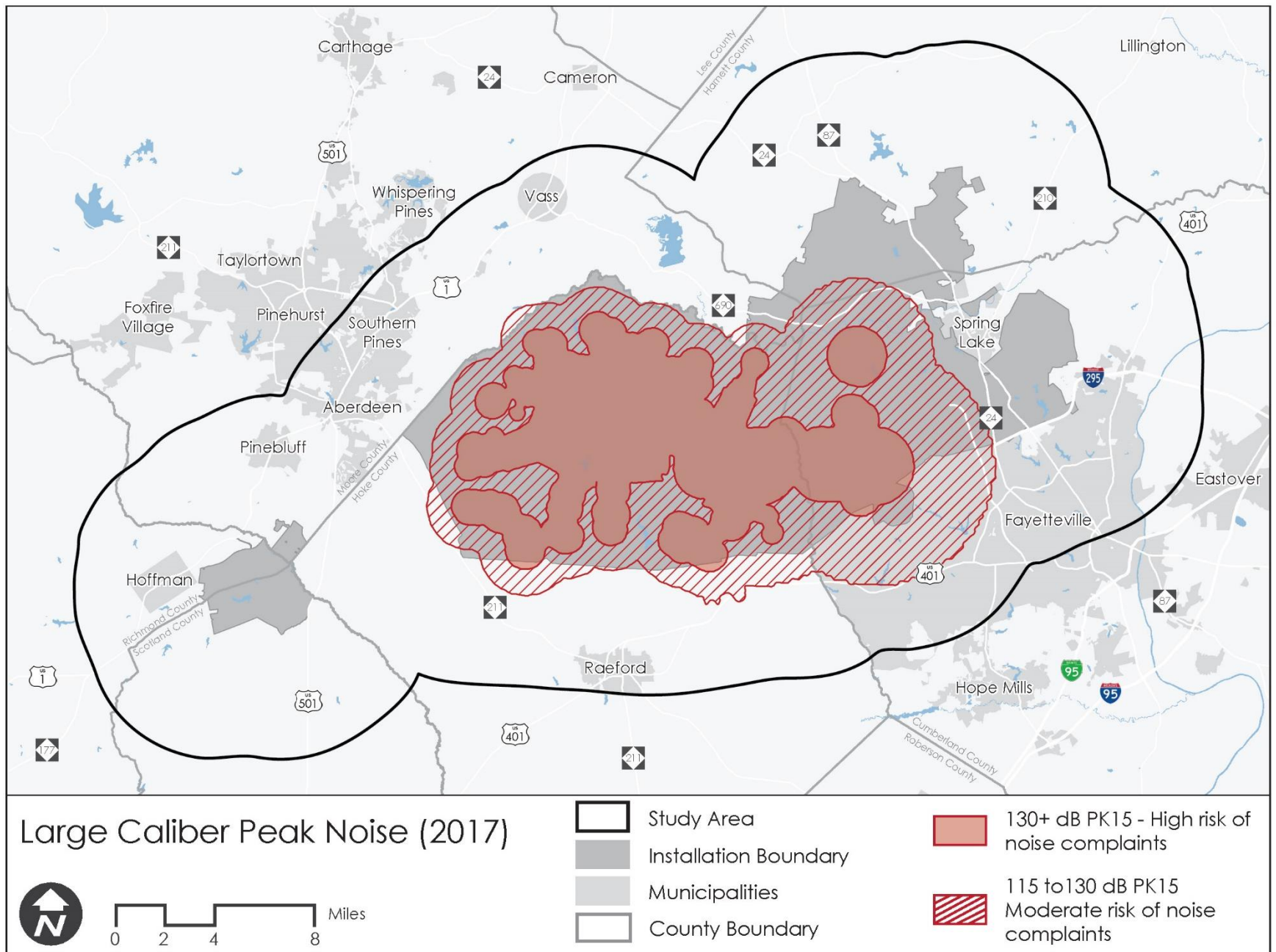
70+ dB CDNL



62 to 70 dB CDNL



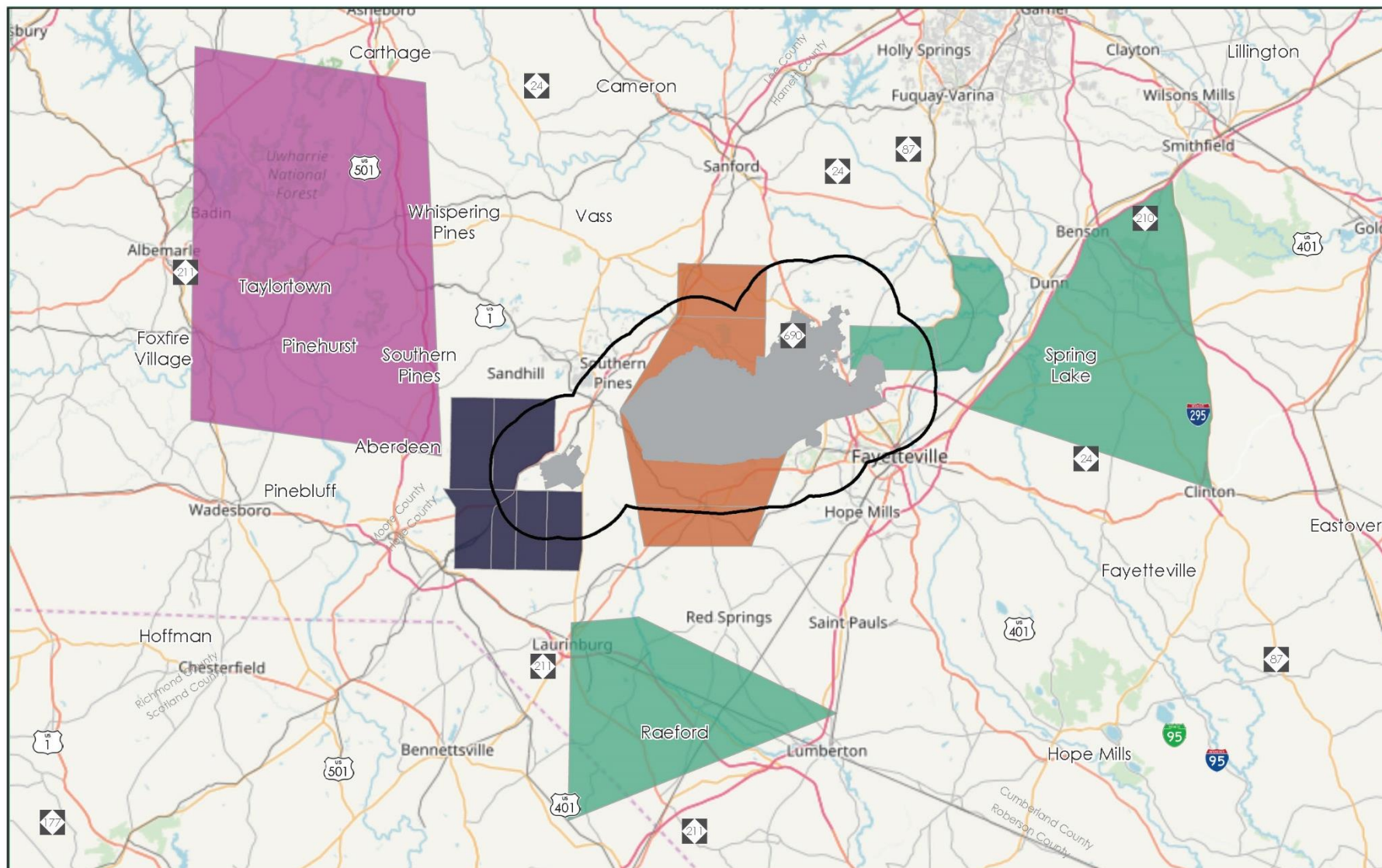
57 to 62 dB CDNL



CHANGES IN TRAINING MISSION

- The use of Small Unmanned Aerial Systems (SUAS) and Tactical Unmanned Aerial Vehicles (TUAV)
 - Although not an issue today
 - Need for continued monitoring/management of airspace
 - Potential frequency spectrum challenges with the deployment of new systems

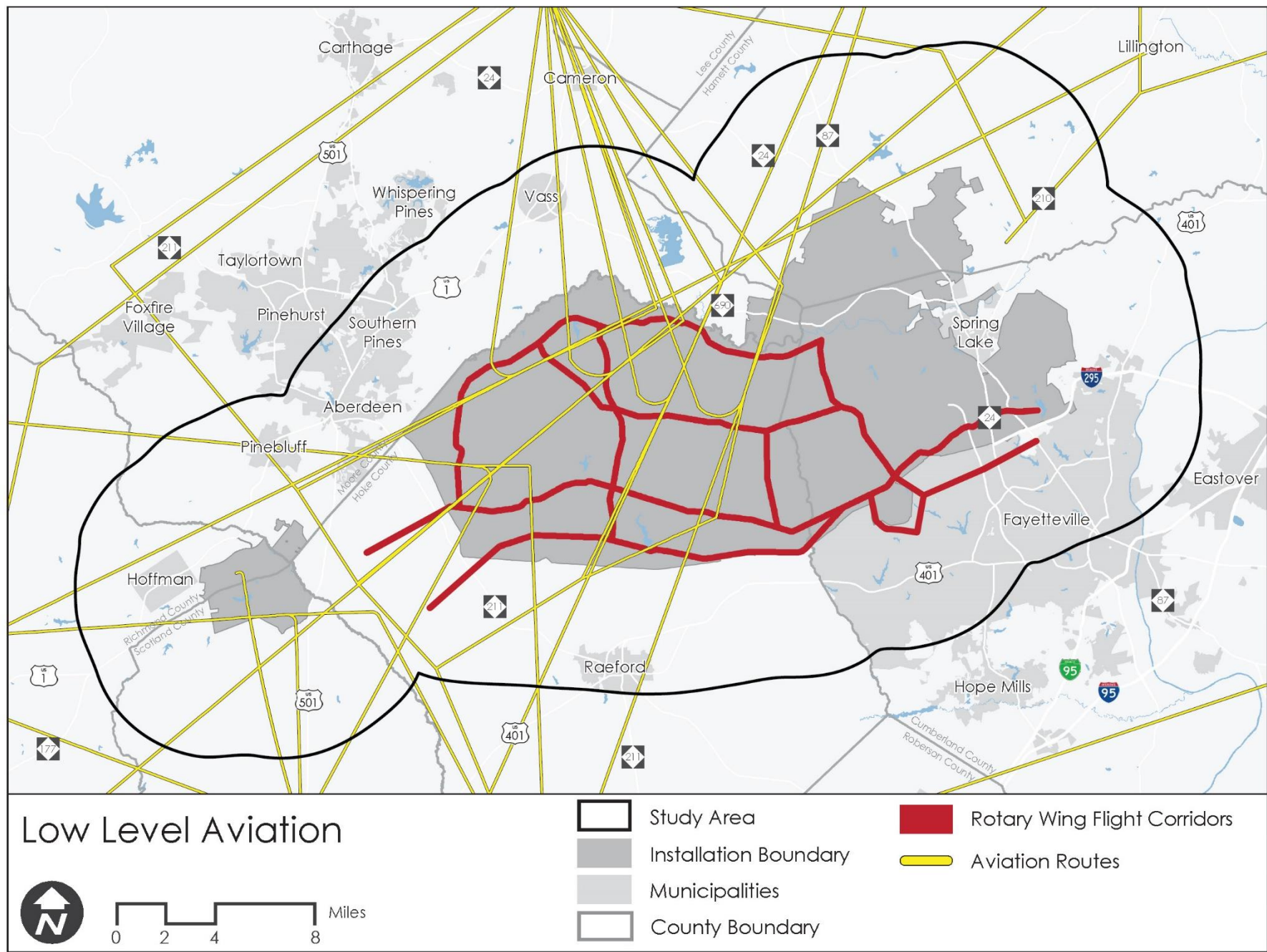


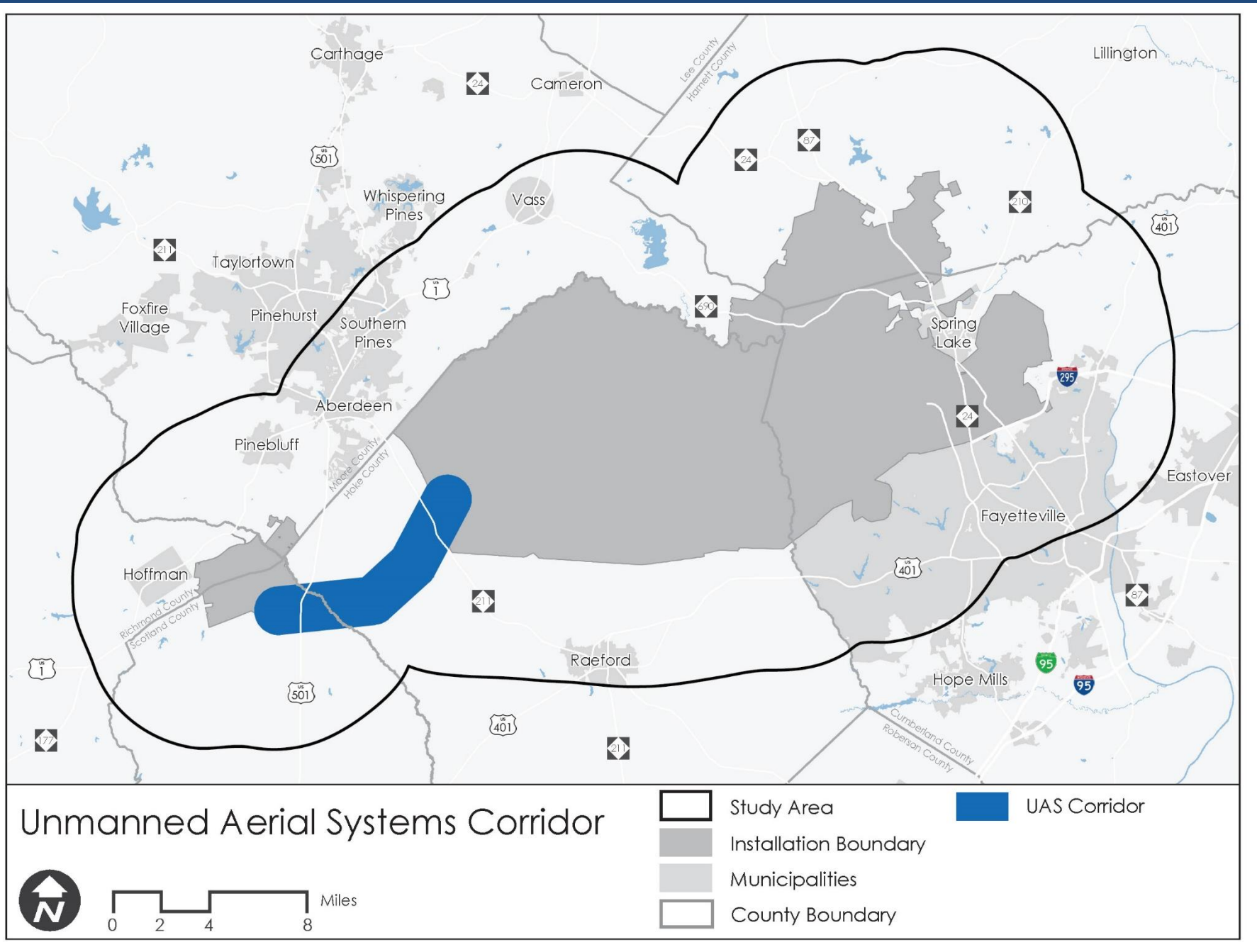


Special Use Airspace



- | | | | |
|---|-----------------------|---|--------------------------|
|  | Study Area |  | Alert Area |
|  | Installation Boundary |  | Nap of Earth Flight Area |
|  | Municipalities |  | Military Operations Area |
|  | County Boundary |  | Maintenance Test Flight |





JLUS RECOMMENDATIONS

AREAS OF RECOMMENDATION

- Regional Coordination
- Compatible Growth
- Environmental
- Fort Bragg

RECOMMENDATIONS

2. COMPATIBLE GROWTH				
#	Recommendation	Time frame	Resources	Partners
CG1	Implement updated compatibility / conservation rating criteria for use in RLUAC land use reviews.	Short-term	Policy	RLUAC, LG, FB, ORP
CG2	Perform regular reviews and updates to the areas of compatibility concern in coordination with Fort Bragg.	Ongoing	Policy	RLUAC, LG, FB, ORP
CG3	Enhance the land use review communications to local governments to provide more in-depth information regarding the basis for RLUAC's recommendation and emphasizing the advisory nature of the recommendation.	Short-term	Policy	RLUAC, FB, ORP
CG4	Develop and implement an online land use case management system to streamline the workflow of receiving, reviewing, providing recommendation on, and tracking land use cases.	Short-term	\$\$\$	RLUAC, LG, OEA
CG5	Implement a plan to regularly update compatibility and conservation data on the SandhillsGIS.com mapping platform.	Ongoing	\$	RLUAC, LG, FB, ORP, NC
CG6	Work with other military communities in North Carolina, the NC Department of Military and Veterans Affairs, and legislative representatives from military communities to update and strengthen military land use coordination statutes.	Mid-term	Policy	RLUAC, LG, NC, MCP
CG7	Work with other military communities in North Carolina, the NC Real Estate Commission, local real estate advocacy trade groups and legislative representatives from military communities to update real property disclosure requirements.	Mid-term	Policy	RLUAC, LG, NC, MCP
CG8	Include the presence of military training / operational impacts as part of the official real property assessment records maintained by the tax assessor in each county.	Mid-term	\$	LG, RLUAC, FB

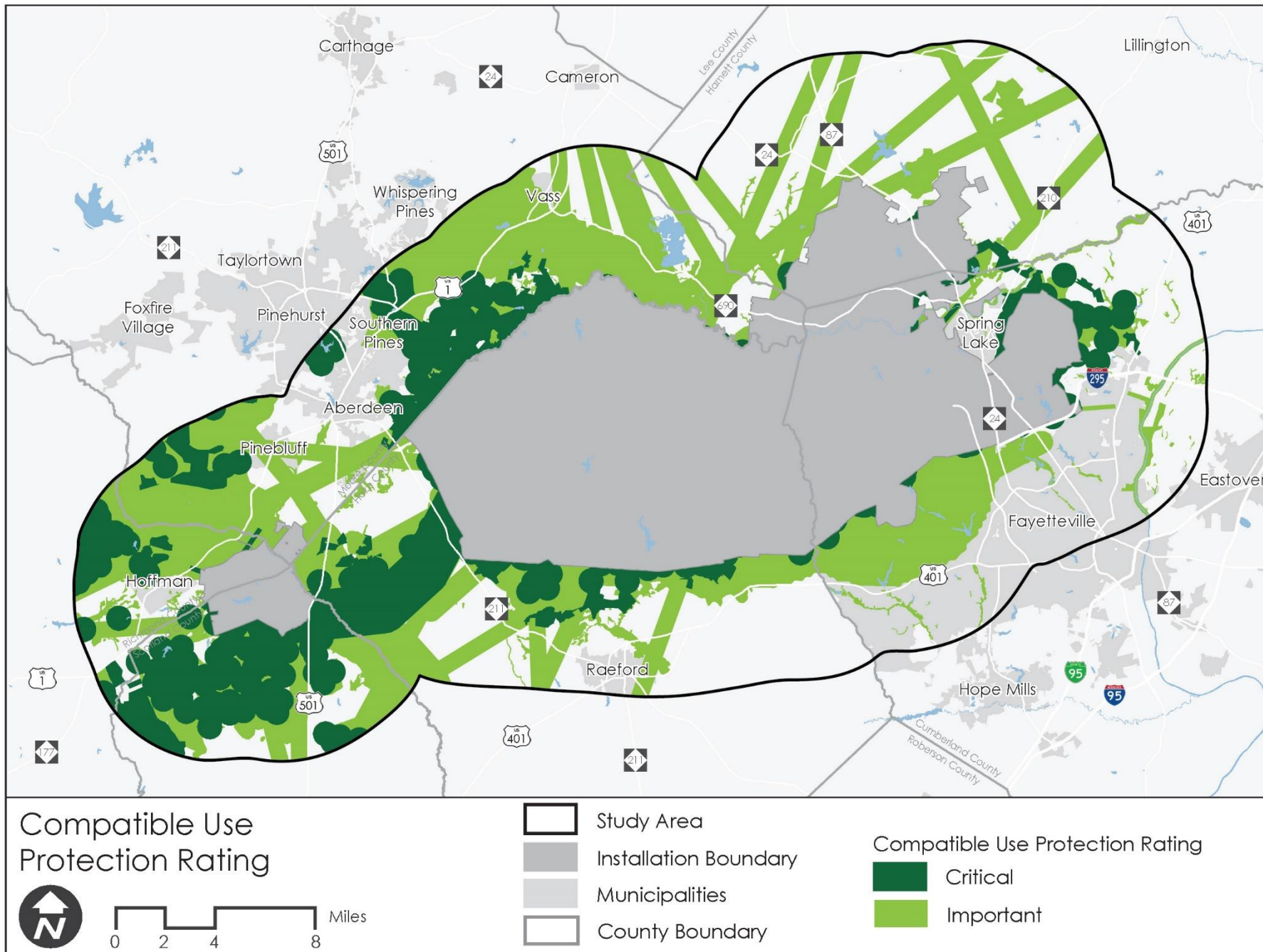
COMPATIBLE GROWTH

- Compatibility evaluation criteria for “CRITICAL” conservation areas:
 - 130+ dB PK15 Large Caliber Noise Contour
 - 70+ dB CDNL Large Caliber Noise Contour
 - 104+ dB Small Arms Noise Contour
 - 75+ dB ADNL Aviation Noise Contour
 - Clear Zones
 - Accident Potential Zone 1
 - Red Cockaded Woodpecker Active Foraging Areas
 - Areas Located Under: UAS Corridor
 - Wildlife Habitat Connector Areas

COMPATIBLE GROWTH

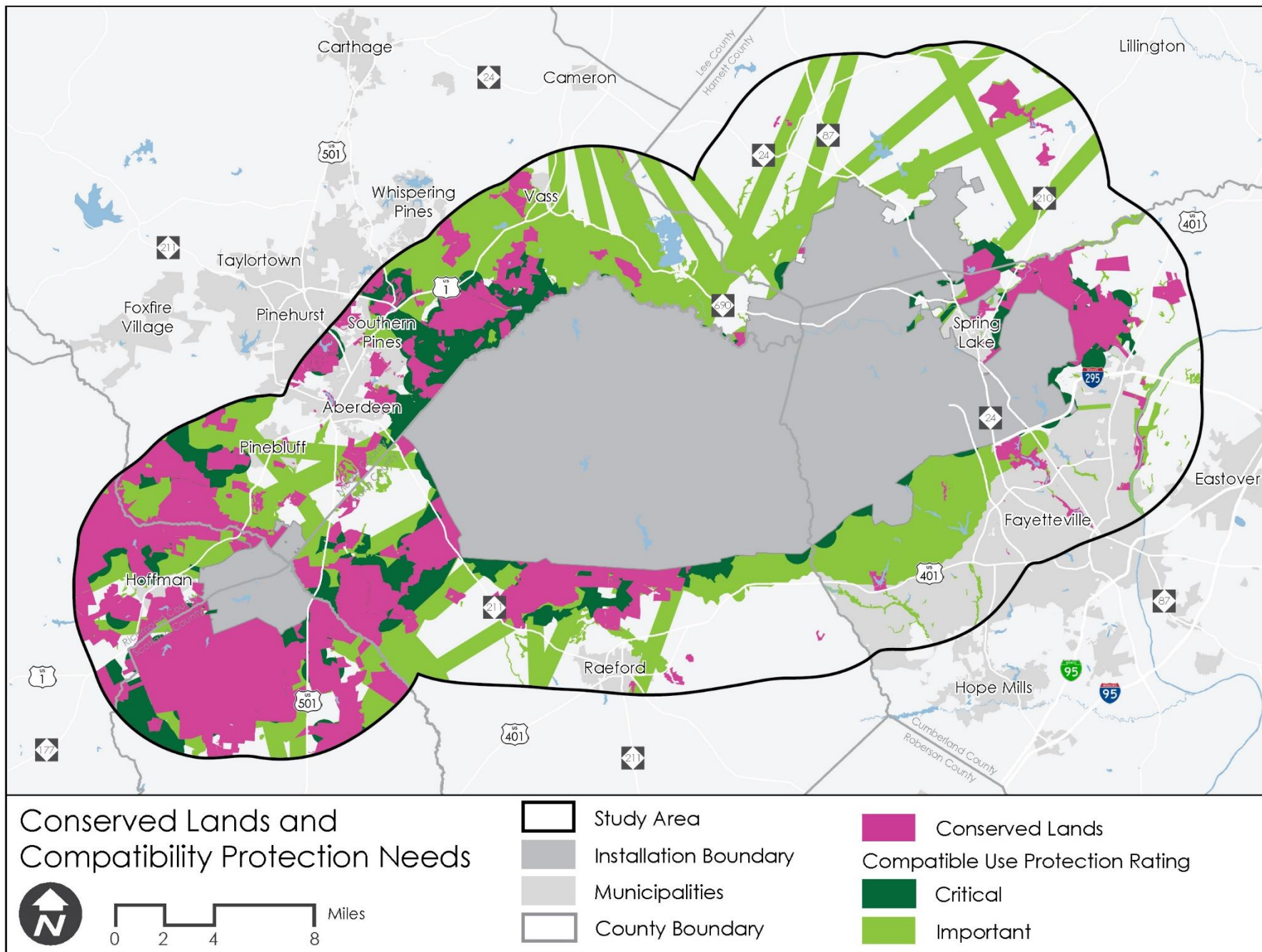
- Compatibility evaluation criteria for “IMPORTANT” conservation areas:
 - 115+ dB PK15 Large Caliber Noise Contour
 - 62+ dB CDNL Large Caliber Noise Contour
 - 87+ dB Small Arms Noise Contour
 - 65+ dB ADNL Aviation Noise Contour
 - Accident Potential Zone 2
 - Areas Located Under: Air Corridors, Aviation Routes
 - Biodiversity / Wildlife Habitat Rating of 7+
 - Within High Quality / Outstanding Resource Waters Area

BENCHMARK



Compatible Use Protection Rating

- Utilizes criteria refined during the JLUS process



Conservation Lands and Compatibility Protection Needs

- Many of the critical areas are now protected
- Compatibility work still remains

JLUS IMPLEMENTATION

PROPOSED IMPLEMENTATION PROJECTS

- Updates to Sandhills GIS Database
- RLUAC website update
- RLUAC case management and tracking system
- Local government JLUS comprehensive plan supplements
- Local government compatible use ordinance toolbox
- Local government GIS data assistance
- Comprehensive plan assistance to local governments
- Green Growth Toolbox – local government implementation

NEXT STEPS

- RLUAC to work with Mid-Carolina COG on submitting an implementation grant to OEA
 - Typically a 3 month process
 - Focus will be on the 8 recommendations



FORT BRAGG

JOINT LAND USE STUDY

FINAL STUDY
SUMMARY PRESENTATION

BENCHMARK



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 5, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: 11/5/2018

SUBJECT: APPROVAL OF RESOLUTION IN SUPPORT OF AGRICULTURE

BACKGROUND

Each year in November, Cumberland County Cooperative Extension partners with the Kiwanis Club of Fayetteville in honoring and recognizing the importance of agriculture with the annual Farm City Week luncheon and program. During this salute to agriculture, the Young Farmer of the Year is honored, and the Agricultural Hall of Fame induction takes place. We are requesting that the Cumberland County Board of Commissioners support an Agriculture Support Resolution in recognition of our Farm City celebration.

RECOMMENDATION / PROPOSED ACTION

Request is for approval of the Agriculture Support Resolution in recognition of the Farm City celebration.

ATTACHMENTS:

Description

Agriculture Support Resolution

Type

Backup Material

AGRICULTURE SUPPORT RESOLUTION

WHEREAS, agriculture and agribusiness are the number one industry in North Carolina contributing \$85 billion to our state's economy; and

WHEREAS, we enjoy a food supply that is abundant, affordable and among the world's safest, thanks in large part to the efficiency and productivity of North Carolina's farmers; and

WHEREAS, our farmers provide the food, fuel and fiber for our state and our country; and

WHEREAS, agriculture touches the life of everyone, whether it be in our daily meals or the clothes we wear; and

WHEREAS, farming supports the other community businesses and the local economy; and

WHEREAS, it is estimated that we are going to need to increase food production by at least 70% by 2050 to meet the growing world food demands; and

WHEREAS, we are losing farmland at an alarming rate and it is getting progressively more difficult to recruit and retain farmers; and

WHEREAS, we need to support our agricultural industry and our farmers and encourage a safe and abundant food supply.

NOW, THEREFORE, BE IT RESOLVED, that the Cumberland County Board of Commissioners does hereby:

- Support the development of our community by advocating for a healthy agricultural economy; and
- Encourage the efficient and safe use of our natural resources; and
- Support and encourage policies and practices which enhance the viability of farming operations; and
- Agree to work with community members, officials, and other decision makers to make informed decisions regarding agricultural production, processing and marketing that will support and sustain the agricultural industry as a whole.

Adopted this 5th day of November 2018.

ATTEST:

Larry L. Lancaster, Chairman

Candice H. White, Clerk to the Board



BOARD OF COMMISSIONERS' OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 5, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 10/31/2018

SUBJECT: APPROVAL OF PROPOSED ADDITIONS TO THE STATE SECONDARY ROAD SYSTEM - ALL AMERICAN BUSINESS PARK AND CHURCHILL DOWNS SUBDIVISION

BACKGROUND

The North Carolina Department of Transportation has received petitions requesting the following streets be placed on the State Secondary Road System for maintenance (see attached):

All American Business Park

- Missy Byrd Drive

Churchill Downs Subdivision:

- Storm Cat Lane (SR 3987 Ext.)
- Real Quiet Place

DOT has determined that the above streets are eligible for addition to the state system.

RECOMMENDATION / PROPOSED ACTION

Approve the above listed streets for addition to the State Secondary Road System.

ATTACHMENTS:

Description	Type
State Secondary Road Request - All American Business Park	Backup Material
State Secondary Road Request - Churchill Downs Subdivision	Backup Material



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

August 14, 2018

Mr. Larry L. Lancaster
Chairman
Cumberland County Board of Commissioners
Post Office Box 1829
Fayetteville, North Carolina 28302

Subject: Secondary Road Addition

To Whom It May Concern:

This is in reference to a petition submitted to this office requesting street(s) in Cumberland County be placed on the State's Secondary Road System. Please be advised that these street(s) have been investigated and our findings are that the below listed street(s) are eligible for addition to the State System.

All American Business Park

- Missy Byrd Drive

It is our recommendation that the above named street(s) be placed on the State's Secondary Road System. If you and your Board concur in our recommendation, please submit a resolution to this office.

Sincerely,

A handwritten signature in black ink, appearing to read "Janet James".

Janet James
Engineering Technician

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION SIX / DISTRICT TWO
POST OFFICE BOX 1150
FAYETTEVILLE, NC 28302

Telephone: (910) 364-0601
Fax: (910) 437-2529
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
600 SOUTHERN AVENUE
FAYETTEVILLE, NC 28306



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

October 25, 2018

Mr. Larry L. Lancaster
Chairman
Cumberland County Board of Commissioners
Post Office Box 1829
Fayetteville, North Carolina 28302

Subject: Secondary Road Addition

To Whom It May Concern:

This is in reference to a petition submitted to this office requesting street(s) in Cumberland County be placed on the State's Secondary Road System. Please be advised that these street(s) have been investigated and our findings are that the below listed street(s) are eligible for addition to the State System.

Churchill Downs Subdivision

- Storm Cat Lane (SR 3987 Ext.)
- Real Quiet Place

It is our recommendation that the above named street(s) be placed on the State's Secondary Road System. If you and your Board concur in our recommendation, please submit a resolution to this office.

Sincerely,

A handwritten signature in black ink, appearing to read "Janet James".

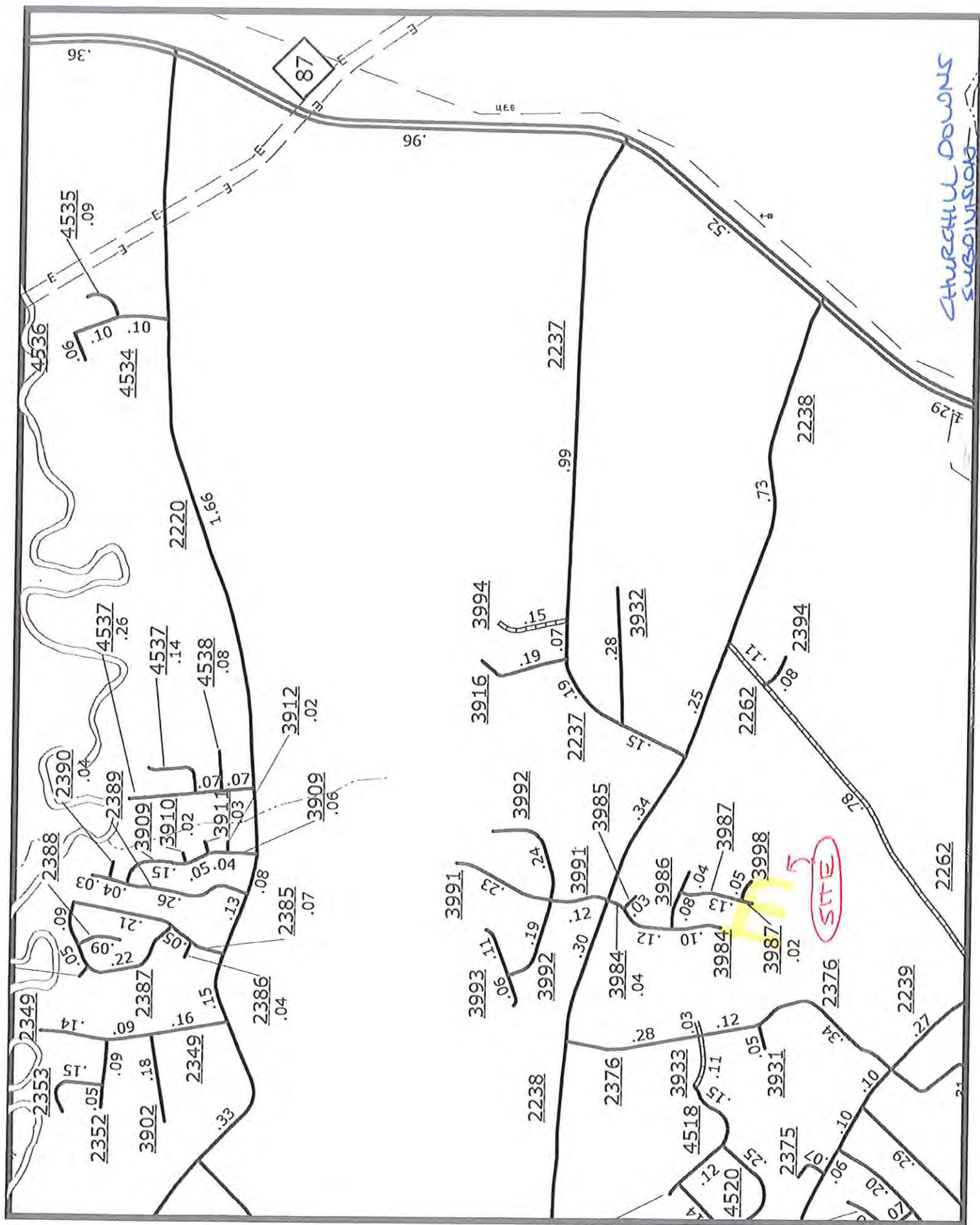
Janet James
Engineering Technician

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION SIX / DISTRICT TWO
POST OFFICE BOX 1150
FAYETTEVILLE, NC 28302

Telephone: (910) 364-0601
Fax: (910) 437-2529
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
600 SOUTHERN AVENUE
FAYETTEVILLE, NC 28306



STRUCTURAL DOWNS
SUBSIDIARIES



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 5, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RICK MOOREFIELD, COUNTY ATTORNEY

DATE: 10/31/2018

**SUBJECT: APPROVAL OF RESOLUTION OF INTENT TO CLOSE A DEAD END
PORTION OF OLD CARVERS FALLS ROAD AND CALL FOR A PUBLIC
HEARING ON THE QUESTION**

BACKGROUND

Road closure by the Board of Commissioners is governed by G.S. § 153A-241. The process is commenced by the Board adopting a resolution of intent. Once that resolution is adopted the statute requires advertised and specific notice of the proposed closure and for the Board to hold a public hearing. The Board may close the road after the public hearing if the Board is satisfied that the closure is not contrary to the public interest and that no individual owning property in the vicinity of the road would be deprived of reasonable means of access to his or her property. Any person who is aggrieved by the closure may appeal to the courts within 30 days of the order of closure being adopted. Once the road is closed, title to the property lying in the closed road vests in the adjoining property owners.

Carvers Falls LLC submitted a petition to close a dead end, unimproved portion of Old Carvers Falls Road. A copy of the petition is attached as Exhibit 1. A survey and legal description of the portion to be closed prepared by Larry King & Associates, R.L.S., P.A., are attached to the petition as Exhibits 2 and 3. A notice from NCDOT that the portion for which closure is requested is not state-maintained is attached as Exhibit 4. The county attorney has examined the county's GIS records and reports that the portion for which closure is requested is unimproved, is abutted by only two parcels with PIN 0540-19-9577 and 0540-29-6886 and each of these is owned by the petitioners, and no parcels will be landlocked by this closure.

RECOMMENDATION / PROPOSED ACTION

County attorney recommends the Board to commence this closure by adopting the attached Resolution of Intent calling for a public hearing on December 17, 2018.

ATTACHMENTS:

Description

Type

Resolution of Intent
Exhibits 1-4

Backup Material
Backup Material

BOARD OF COMMISSIONERS OF CUMBERLAND COUNTY
RESOLUTION OF INTENT TO CLOSE A PORTION OF A PUBLIC ROAD
AND CALLING A PUBLIC HEARING ON THE QUESTION
PURSUANT TO G.S. 153A-241

WHEREAS, Carvers Falls LLC submitted a petition to the Cumberland County Board of Commissioners (the "Board") requesting the Board to close a dead-end and unimproved portion of Old Carvers Falls Road, located in Carvers Creek Township, Cumberland County; and

WHEREAS, the petitioners submitted notice from the NCDOT that the portion of the road for which closure is requested is not state-maintained; and

Whereas, the County Attorney reported to the Board that the GIS maps of Cumberland County show the portion of the road for which closure is requested to be unimproved; is abutted only by the parcels with PIN 0540-19-9577 and 0540-29-6886 owned by the petitioners; and the requested closure would not cause any other parcel to become landlocked; and

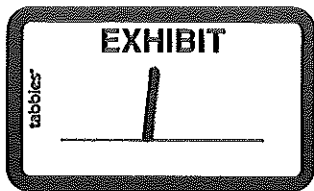
WHEREAS, the petitioners have provided a survey and legal description of the portion of the road to be closed, prepared by Larry King & Associates, R.L.S., P.A.

BE IT RESOLVED, that pursuant to the request of Carvers Falls LLC, the Board intends to close the above described portion of this unimproved, dead-end portion of Old Carvers Falls Road as shown by the survey and legal description prepared by Larry King & Associates, R.L.S., P.A.

BE IT FURTHER RESOLVED, that the Board shall hold a public hearing on the question of this closure December 17, 2018, at 6:45 p.m. in the Commissioners Meeting Room (Room 118), First Floor, Courthouse, 117 Dick Street, Fayetteville, North Carolina, and the Board shall hear all interested persons who appear with respect to whether the closure would be detrimental to the public interest or to any individual's property rights.

BE IT FURTHER RESOLVED, notice of this public hearing shall be given in accordance with G.S. § 153A-241.

Adopted in regular meeting held November 5, 2018.



0540-19-9577

CUMBERLAND COUNTY PIN: & 0540-29-6886

PROPERTY OWNER: CARVERS FALLS LLC

PETITION REQUESTING THE CLOSURE OF A PUBLIC ROAD OR EASEMENT
DESIGNATED AS SR 2804

PURSUANT TO N.C.G.S. § 153A-241

The undersigned, being all the owners of the parcel with the PIN written above and located at
OLD CARVERS FALLS ROAD, FAYETTEVILLE NC (NORTH SIDE)

request(s) the Cumberland County Board of Commissioners to permanently close the public road
or easement lying within Cumberland County and not within any municipal limits designated
with the name written above and described as follows:

SEE LEGAL DESCRIPTION ATTACHED

My/Our mailing address is 533 CARVERS FALLS RD., FAYETTEVILLE, NC 28311

My/Our telephone number is _____

My/our email address is RUSS@ZIPQUEST.COM

The notice from the NCDOT that the above designated road is not under its control and
supervision is (attached) or (is to be provided by ATTACHED.)

The legal description to be used for the order of closure is (attached) or (is to be provided by
ATTACHED.)

Date submitted: _____

Individual Owner: _____
Printed name

Signature

Individual Owner: _____
Printed name

Signature

Corporate Owner:

Name of Corporation

By: _____

Signature of corporate officer

LLC Owner:

CARVERS FALLS LLC

Name of LLC

By: _____

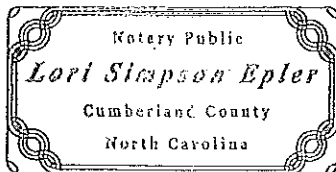
Managing Member

State of NC

County of Cumberland

I, Lori Simpson Epler, a Notary Public of the aforesaid State and County, hereby certify that Buss Bryan personally appeared before me as owner or as the corporate officer or managing member of a limited liability company, as indicated, and acknowledged the due execution of the foregoing petition.

Witness my hand and official seal this 16th day of January, 2018.



Lori Simpson Epler
Notary Public
My commission expires: 11-14-19

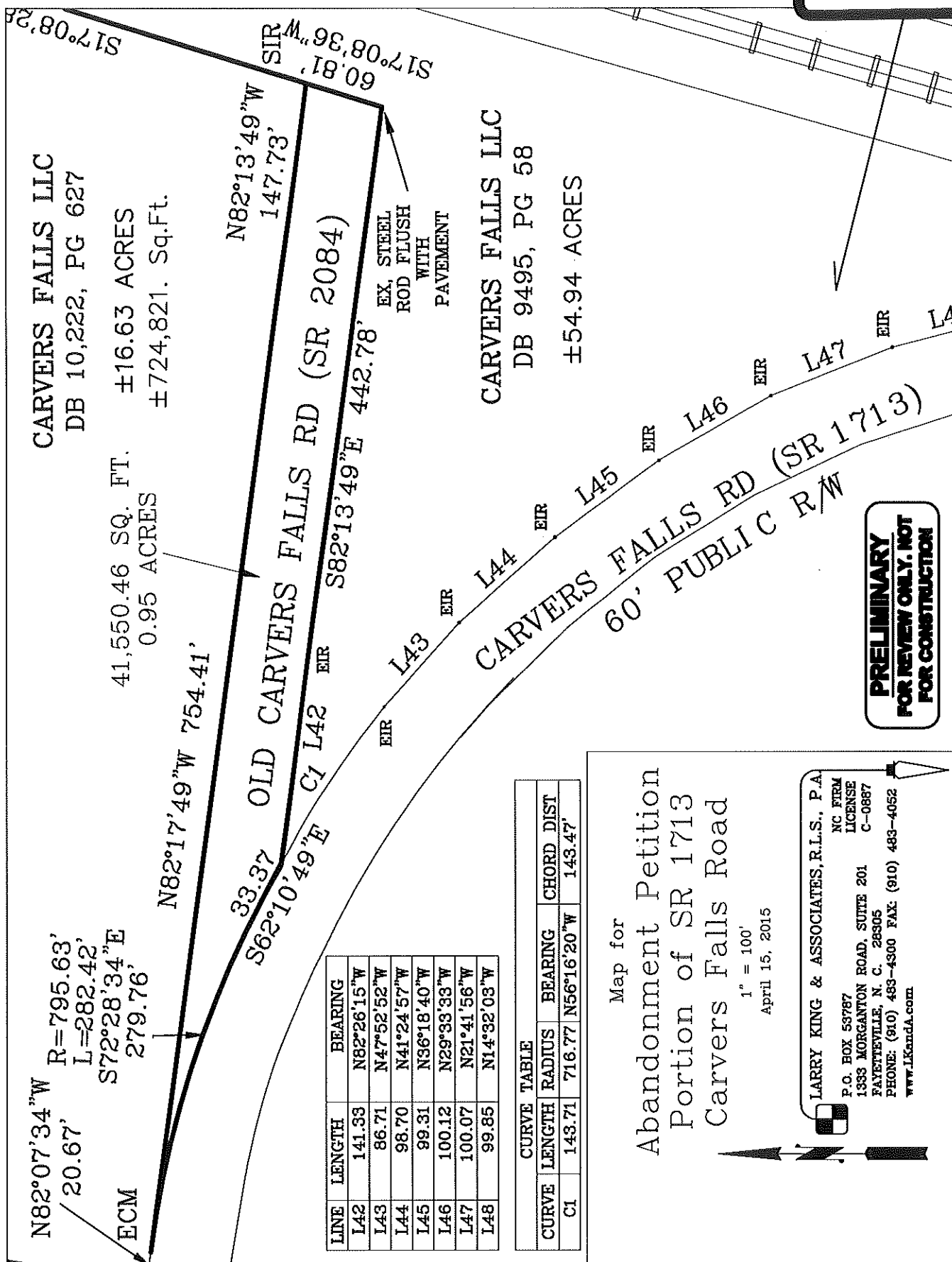
State of _____

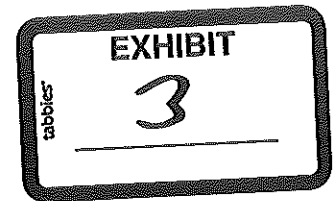
County of _____

I, _____, a Notary Public of the aforesaid State and County, hereby certify that _____ personally appeared before me as owner or as the corporate officer or managing member of a limited liability company, as indicated, and acknowledged the due execution of the foregoing petition.

Witness my hand and official seal this _____ day of _____, 201 .

Notary Public
My commission expires: _____





LARRY KING & ASSOCIATES, R.L.S., P.A.
1333 MORGANTON ROAD, SUITE 201
FAYETTEVILLE, NC 28305
PHONE: (910) 483-4300 FAX: (910) 483-4052
NC Firm License C-0887

**Carvers Falls, LLC
Old Carvers Falls Road**

LYING in Carvers Creek Township, in Fayetteville, Cumberland County, North Carolina, this subject tract being bounded on the north by property conveyed to Carvers Falls LLC as described and recorded in Deed Book 10,222, Page 627, Cumberland County Registry; bounded on the east and south by property conveyed to Carvers Falls LLC as described and recorded in Deed Book 9495, Page 58, Cumberland County Registry; bounded on the west by the eastern right of way margin of Carvers Falls Road (S.R. 1713) and being more particularly described as follows:

BEGINNING at an existing concrete monument, the westernmost corner of the first-mentioned Carvers Falls LLC property as described and recorded in Deed Book 10,222, Page 627, Cumberland County Registry, said monument also being the **TRUE POINT AND PLACE OF BEGINNING**,

THENCE and with the southern boundary of said first-mentioned Carvers Falls LLC property the following two calls: South 82 degrees 17 minutes 49 seconds East for a distance of 754.41 feet and South 82 degrees 13 minutes 49 seconds East for a distance of 147.73 feet to an existing iron rod in western boundary line of the second-mentioned Carvers Falls LLC property as described and recorded in Deed Book 9495, Page 58, Cumberland County Registry;

THENCE and with said western boundary the following three calls: South 17 degrees 08 minutes 36 seconds West for a distance of 60.81 feet to an existing steel rod, North 82 degrees 13 minutes 49 seconds West for a distance of 442.78 feet to an iron rod and North 82 degrees 26 minutes 15 seconds West for a distance of 141.33 feet in the eastern margin of the current and NC DOT maintained Carvers Falls Road;

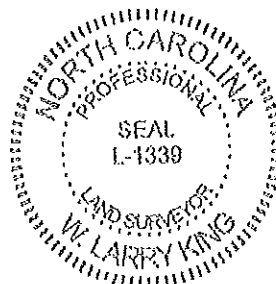
THENCE and with the eastern margin of the currently used and NC DOT maintained Carvers Falls Road North 62 degrees 10 minutes 49 seconds West for a distance of 33.37 feet to a point;

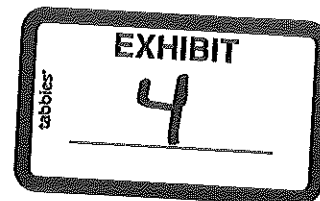
THENCE along a curve to the left, having a radius of 795.63 feet, an arc length of 282.42 feet, being subtended by a chord North 72 degrees 28 minutes 34 seconds West for a distance of 279.76 feet to the aforementioned concrete monument in the eastern margin of the currently used and NC DOT Carvers Falls Road (S.R. 1713); also being the **TRUE POINT AND PLACE OF BEGINNING**.

TOGETHER with and subject to covenants, easements, and restrictions of record.
SAID property contains 0.95 acres (41,550.46 square feet).

This description prepared by Larry King & Associates, R.L.S., P.A. under the supervision of W. Larry King, a Professional Land Surveyor on this 15th day of March, 2018.


W. Larry King, L-1339





STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

October 1, 2018

Carvers Falls, LLC
533 Carver Falls Road
Fayetteville, North Carolina 28311

Carver Falls, LLC,

This is in further reference to your North Carolina Department of Transportation Highway Petition Form (SR-3) concerning partial abandonment for the attached road(s). An abandonment package was completed and forwarded to the Board of Transportation for final approval. The Board held a meeting on September 6, 2018 and approved the attached road(s) to be abandoned from the State Maintenance System. If you have any questions regarding this matter, please contact Troy L. Baker at (910) 364-0601.

Sincerely,

Troy L. Baker
Senior Assistant District Engineer

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION SIX / DISTRICT TWO
POST OFFICE BOX 1150
FAYETTEVILLE, NC 28302

Telephone: (910) 364-0601
Fax: (910) 437-2529
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
600 SOUTHERN AVENUE
FAYETTEVILLE, NC 28306

System Addition

DIVISION	DISTRICT	COUNTY	PETITION # *	SUBDIVISION	LEN	STREETNAME	ROUTE #	Portion Reassigned to
10	3	UNION	UNION_2018_09_51698	THE OAKS AT CAMDEN	0.08	SHINODA WAY	SR 2787	
10	3	UNION	UNION_2018_09_51698	THE OAKS AT CAMDEN	0.08	COOLING STONE LN	SR 2788	
10	3	UNION	UNION_2018_09_51698	THE OAKS AT CAMDEN	0.19	WATER WAY DR	SR 2789	
10	3	UNION	UNION_2018_09_51699	TUSCANY	0.50	MADERIA CIR EXT	SR 3898	
10	3	UNION	UNION_2018_09_51699	TUSCANY	0.48	SUTTER CREEK DR	SR 3906	
10	3	UNION	UNION_2018_09_51699	TUSCANY	0.07	PAISANO LN	SR 3907	
10	3	UNION	UNION_2018_09_51699	TUSCANY	0.25	SEQUOIA LN	SR 3908	

System Deletion

DIVISION	DISTRICT	COUNTY	PETITION # *	SUBDIVISION	LEN	STREETNAME	ROUTE #	Portion Reassigned to
5	1	WAKE	WAKE_2018_09_51700		0.38	BENGAL BLVD	SR 4010	
6	2	CUMBERLAND	CUMBERLAND_2018_09_51701		0.15	OLD CARVERS FALLS RD	SR 2084	

* Petition code (<county_name>_xxxx_xx_xxxxx) represents the county name / BOT date as year and month / Petition number.

*** This report contains only Secondary Road changes APPROVED by the Board of Transportation. Your division, district, or county will only be listed if applicable.



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 5, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY H. CANNON, COUNTY MANAGER

DATE: 10/31/2018

SUBJECT: APPROVAL OF INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF CUMBERLAND AND THE TOWN OF SPRING LAKE FOR BUILDING INSPECTION SERVICES

BACKGROUND

The Town of Spring Lake would like to enter into an agreement with the County of Cumberland for Building Inspection Services on a temporary basis until the Town can fill a vacant position. Under this agreement, the Town will reimburse the County for these services. The Agreement is attached for your review and approval at the November 5, 2018 Board of Commissioners' meeting.

RECOMMENDATION / PROPOSED ACTION

Consider approval of the attached Interlocal Agreement between the Town of Spring Lake and the County of Cumberland for Building Inspection Services.

ATTACHMENTS:

Description	Type
Interlocal Agreement Between the County of Cumberland and the Town of Spring Lake for Building Inspection Services	Backup Material

**INTERLOCAL AGREEMENT FOR BUILDING INSPECTION SERVICES
BETWEEN THE COUNTY OF CUMBERLAND AND THE TOWN OF SPRING LAKE**

THIS AGREEMENT, made and entered into this the ____ day of November, 2018, by and between the County of Cumberland, a body politic and political subdivision of the State of North Carolina established and operating pursuant to the laws of the State of North Carolina (hereinafter called "COUNTY"), and the Town of Spring Lake, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina (hereinafter called "TOWN").

WITNESSETH:

WHEREAS, N.C.Gen.Stat. § 160A-413 provides that “. . . a city council may designate an inspector from any other city or county to serve as a member of its inspection department with the approval of the governing body of the other city or county:” and

WHEREAS, Article 20 of Chapter 160A of the North Carolina General Statutes authorizes counties and cities to enter into interlocal agreements; and

WHEREAS, the Town desires to enter into this interlocal agreement with the County for inspection services for the purposes of ensuring reasonable timeliness in the conduct of inspections and of cost-efficient service delivery; and

WHEREAS, the County has agreed to provide the inspection services identified herein and in Attachment 1.

THEREFORE, CUMBERLAND COUNTY, NORTH CAROLINA, by and through its Board of Commissioners, and the TOWN OF SPRING LAKE by and through its Board of Aldermen, hereby enter into this Agreement the date first written above.

ARTICLE 1
PURPOSE AND AUTHORITY FOR THE AGREEMENT

The purpose of this Agreement is to establish an Undertaking, as herein below defined, by the two units of local government who are parties to this Agreement. The authority for this Agreement is Article 20 of Chapter 160A of the General Statutes of North Carolina.

ARTICLE 2
DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

- 2.1** “**Agreement**” – shall mean this Interlocal Agreement for Building Inspection Services.
- 2.2** “**County**” – shall mean the County of Cumberland, North Carolina.
- 2.3** “**Town**” – shall mean the Town of Spring Lake.
- 2.4** “**Undertaking**” – shall mean the services identified herein and in Attachment 1.

ARTICLE 3
DURATION OF THE AGREEMENT

The duration of this Agreement shall begin upon adoption of this Agreement by the governing bodies of the County and the Town and shall exist and be effective until terminated as provided herein.

ARTICLE 4
AMENDMENTS

This Agreement may only be amended by the written consent of the County and the Town.

ARTICLE 5
TERMINATION AND DISPUTES

This Agreement may be terminated by a minimum of 60 days' advance written notice from either party to the other.

ARTICLE 6
TOWN OBLIGATIONS

The Town agrees to:

- 6.1 Satisfy those duties and obligations identified in Attachment 1.
- 6.2 Pursue the Undertaking in accordance with all applicable Federal, State and local laws and regulations
- 6.3 Reimburse COUNTY for all salary, benefits and mileage costs associated with this temporary assignment. Salary and benefits will be reimbursed at \$28.42 per hour and mileage will be reimbursed at IRS Standard Mileage Rates. Billing and payment will be consistent with COUNTY's payroll schedule.
- 6.4 Regard that any COUNTY inspector performing services under this contract, shall, while exercising the duties of the position, be considered a municipal employee, and TOWN shall have the same potential liability, if any, for inspections conducted by a COUNTY inspector providing services under this contract as it does for an inspector who is an employee of the city.

ARTICLE 7
COUNTY OBLIGATIONS

The County agrees to:

- 7.1 Satisfy those duties and obligations identified in Attachment 1.
- 7.2 Pursue the Undertaking in accordance with all applicable Federal, State and local laws and regulations.

ARTICLE 8
JOINT OBLIGATIONS

8.1 The parties agree to discuss any modifications that may be necessary to satisfy the desires of the parties or other local, state, or federal requirements.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the same having been approved by the respective governing bodies of the County and the Town and entered into the minutes of the respective meetings at which approval was given.

Approved by the Cumberland County Board of
Commissioners November 6, 2018.
COUNTY OF CUMBERLAND, NORTH CAROLINA

(SEAL)

By: _____
Larry L. Lancaster
Chairman, Board of Commissioners

Attest:

CLERK TO THE BOARD

Approved by the Board of Aldermen of the
Town of Spring Lake November 6, 2018.
TOWN OF SPRING LAKE

(SEAL)

By: _____
Larry G. Dobbins, Mayor

Attest:

Rhonda D. Webb, MMC TOWN CLERK

ATTACHMENT 1

DUTIES AND RESPONSIBILITIES

BUILDING INSPECTION, PERMITTING AND PLAN REVIEW SERVICES

In order to ensure effective and timely delivery of these services, this Attachment sets forth the service expectations of both jurisdictions.

Service type and frequency to be provided by Cumberland County. Cumberland County agrees to provide plan review and building inspections to Town of Spring Lake of the same type and frequency as allowed for in this agreement. Cumberland County will provide inspections only for such periods of time as requested by the Executive Assistant/Inspections Clerk for the Town.

Permitting and Inspection Process for Contracted Inspections. The following process shall be utilized for scheduling and performing inspections for building permits issued by Town of Spring Lake.

Town of Spring Lake will continue to issue all permits, collect all fees and maintain responsibility for all plans and permits issued.

Inspections requests shall be called into the Cumberland County Central Permitting Office by the Inspections Clerk. The scheduled inspections will typically be accomplished within twenty-four hours.

All inspections shall be conducted based on the pre-approved permits and plans on file with the Town of Spring Lake Inspections Department and as where required by the state building code. Reasonable effort will be made to complete inspections in accordance with approved plans, but deviations between plans and the state building code will be resolved in favor of the code, particularly in the case of life-safety code requirements.



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 5, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RICK MOOREFIELD, COUNTY ATTORNEY

DATE: 10/22/2018

SUBJECT: APPROVAL OF DECLARATION OF FORECLOSED REAL PROPERTIES AS SURPLUS

BACKGROUND

Upon being the successful bidder on tax foreclosed property, the County first offers that property to the various County Departments and Agencies, as well as the City. If none of these governmental entities has a need for the property, the Commissioners are then asked to declare the property surplus, and the property is placed on the County's Surplus Property List for sale to the public.

The County of Cumberland has recently acquired, through tax foreclosure, certain real properties located within the County. No governmental entity has expressed a desire to acquire these properties. Exhibit 1 lists the properties along with their tax values. Exhibit 2 is a series of maps setting out the location of each parcel and its associated PIN number.

RECOMMENDATION / PROPOSED ACTION

That the Board declare the foreclosed properties listed in Exhibit 1 as surplus to the needs of the County.

ATTACHMENTS:

Description

Exhibit 1

Exhibit 2

Type

Backup Material

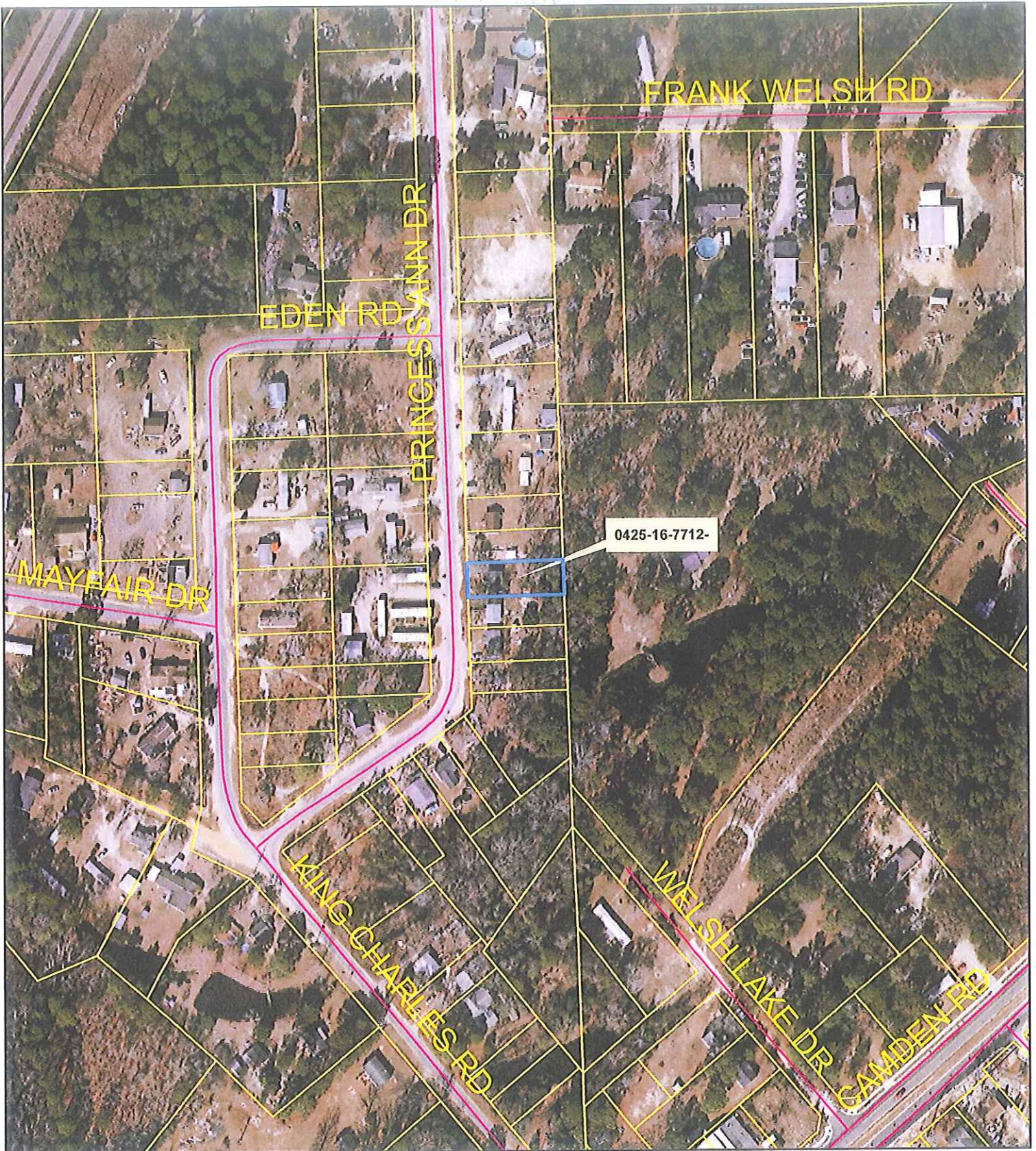
Backup Material

COUNTY OWNED PROPERTY

ITEM	PIN	ADDRESS	DESCRIPTION	ASSESSED VALUE	TAX LIEN \$	DATE RECORDED	DEED Book / Page
1.	0425-16-7712-	3239 PRINCESS ST (dwelling)	LT 58 HAIRE SUB ADD 1	\$34,700.00	\$7,868.48	06/05/18	10318-351
2. A	0486-94-7240-	N/A	½ ACRE MELVIN LD	\$4,160.00	Total \$7,332.82	05/03/18	10298-381
B	0486-94-6298-	530 MAGNOLIA CHURCH RD, STEDMAN (dwelling)	½ ACRE J H FISHER LD & RES	\$35,400.00			
3.	0413-58-8250-	N/A	.26 J A LIVINGSTON LD	\$6,563.00	\$1,700.18	04/28/16	9849-737
4.	0436-79-3728-	N/A	LT 2 BLK B SOUTHEAST FAY REDEV SEC 1 MANN ST	\$975.00	\$3,266.22	12/22/04	6749-220

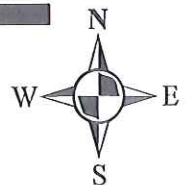
COUNTY AND CITY OWNED PROPERTY

ITEM	PIN	ADDRESS	DESCRIPTION	ASSESSED VALUE \$	TAX LIEN \$	DATE RECORDED	DEED Book / Page
5.	0437-81-1404-	319 LINCOLN DR (dwelling)	IMP 319 E/S LINCOLN DR LT 15 CAPE FEAR DEV	\$23,700.00	\$7,437.21	07/03/18	10335-658
6.	0427-91-0414-	1515 PIERCE ST (dwelling)	LTS 15 & 16 LAKEVIEW HGTS (0.13 AC)	\$26,800.00	\$9,388.83	01/15/15	9577-803



SITE MAP
LT 58 HAIRE SUB (0.17 AC)

200 100 0 200 Feet



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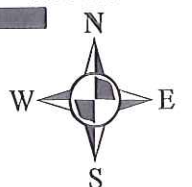


ITEM 2A



SITE MAP
MELVIN LAND (0.50 AC)

200 100 0 200 Feet



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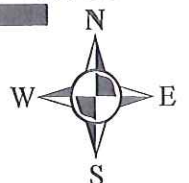


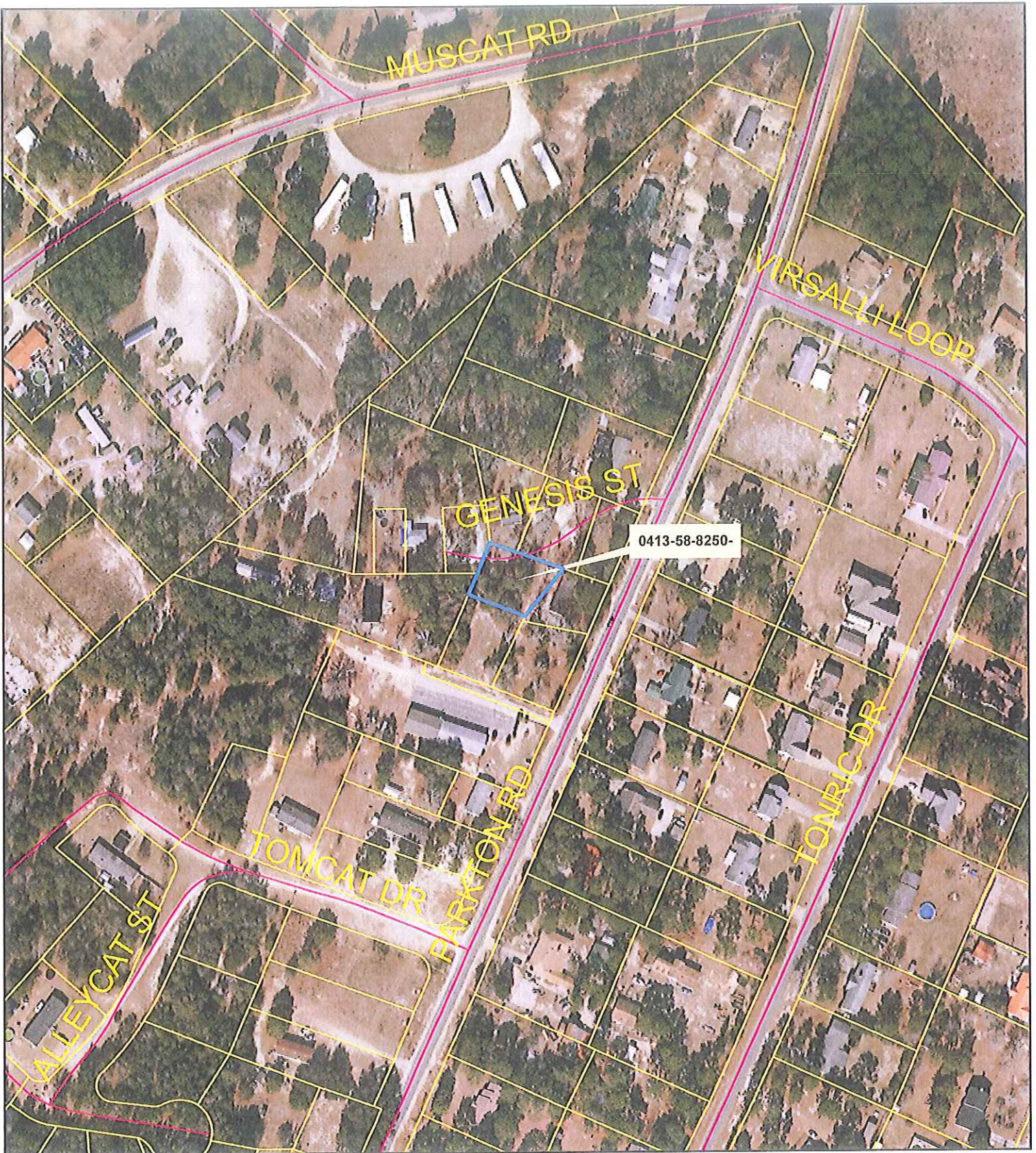
SITE MAP
J H FISHER LD & RES (0.50 AC)

200 100 0 200 Feet

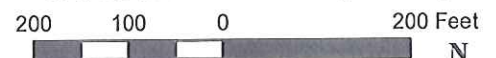


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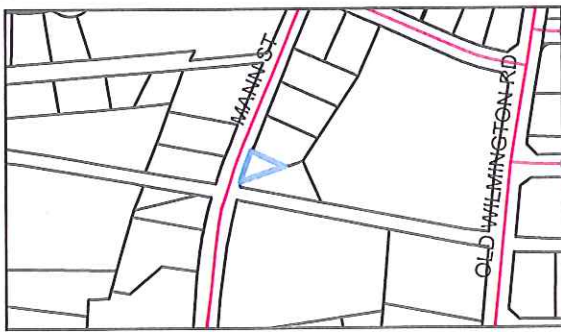
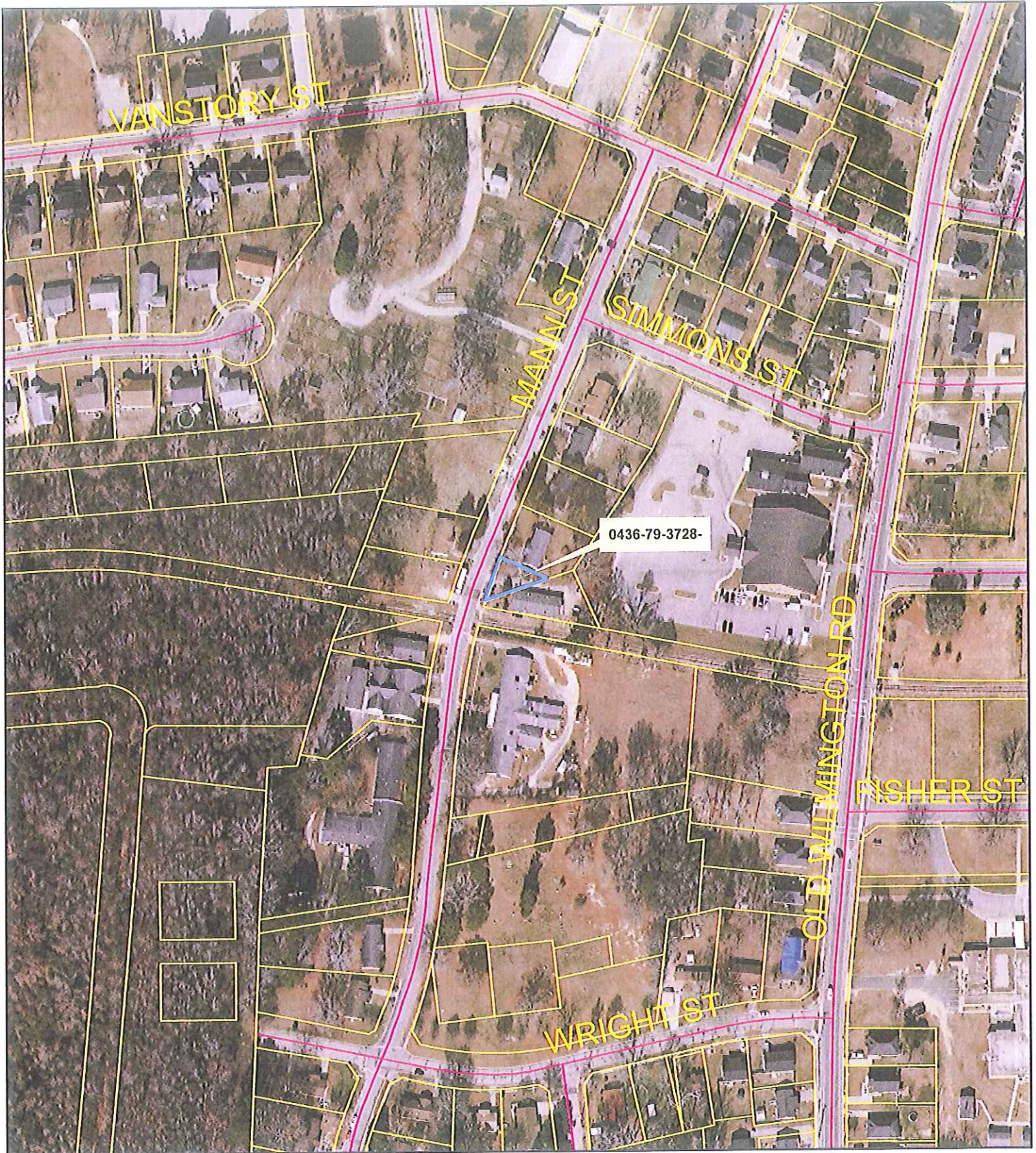


SITE MAP
J.A. LIVINGSTON LAND (0.26 AC)



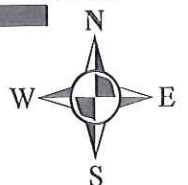
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SITE MAP
LT 2 BLK B SE FAY REDEV SEC 1 (0.06 AC)

200 100 0 200 Feet

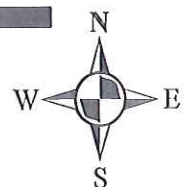
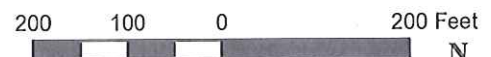


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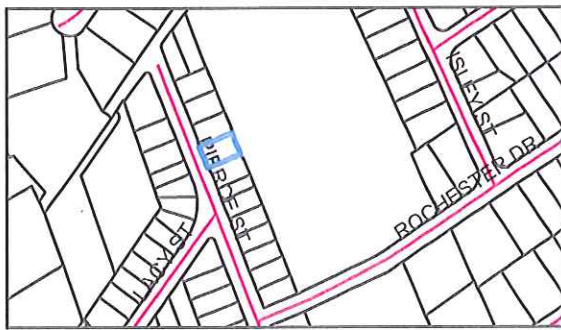


SITE MAP
LT 15 CAPE FEAR DEV (0.15 AC)



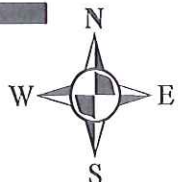
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SITE MAP
LOTS 15 & 16 LAKEVIEW HEIGHTS (0.13 AC)

200 100 0 200 Feet



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OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 5, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RICK MOOREFIELD, COUNTY ATTORNEY

DATE: 10/16/2018

**SUBJECT: APPROVAL OF OFFER TO PURCHASE SURPLUS PROPERTY LOCATED AT
1315 CADE HILL AVENUE, FAYETTEVILLE, NC**

BACKGROUND

The County and the City of Fayetteville acquired the real property with the PIN 0446-45-3206, being Lt 20 Cade Hill Sec 2 (0.51 ac), located at 1315 Cade Hill Avenue, Fayetteville, NC, at a tax foreclosure sale in 2017 for a purchase price of \$13,170.73. The property is zoned SF6 with a tax value of \$38,100.00. The City conveyed its interest in the property to the County on September 28, 2018, by a quitclaim deed recorded in Book 10390 at page 725. Based on the GIS Mapping and the tax records, there is a structure on the lot. Jerry B. Hair, Sr., made an offer to purchase the property for \$13,170.73. 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 Jerry B. Hair, Sr. 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 0446-45-3206, being Lt 20 Cade Hill Sec 2 (0.51 ac), located at 1315 Cade Hill Avenue, Fayetteville, NC, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$13,170.73. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the

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

November ___, 2018

Candice White, Clerk to the Board



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 5, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RICK MOOREFIELD, COUNTY ATTORNEY

DATE: 10/16/2018

**SUBJECT: APPROVAL OF SALE OF SURPLUS REAL PROPERTY LOCATED AT 504
CARTERET PLACE, FAYETTEVILLE, NC**

BACKGROUND

On September 4, 2018, the Board adopted a resolution of its intent to accept an offer to purchase property with PIN 0520-94-5534, located at 504 Carteret Place, Fayetteville, NC, and directed that it be advertised and sold pursuant to the upset bid process of G.S. § 160A-269. Don Gilmore has made an offer to purchase the property for \$9,226.29. The parcel is zoned SF10, with a tax value of \$20,000.00. Based on the County GIS Parcel Viewer System and the tax records, there is a structure on the lot.

Notice of the proposed sale, subject to the upset bid process required by G. S. § 160A-269, was advertised in the *Fayetteville Observer* on September 12, 2018. The publisher's affidavit is attached. More than 10 days have elapsed since the notice was published. No upset bid was received.

RECOMMENDATION / PROPOSED ACTION

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

ATTACHMENTS:

Description

Affidavit of Publication

Type

Backup Material

FAYETTEVILLE PUBLISHING COMPANY
 458 Whitfield Street, Fayetteville, NC 28306
 Phone (910) 678-9000 Toll Free 1-800-345-9895 Fax (910) 323-1451

Order Confirmation

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 further qualifying upset bids are received. The Board of Commissioners may at any time reject any and all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302. September 7, 2018

Candice White, Clerk to the Board
 9/12 508793

Ad Order Number

0005087934

Customer

CUMB CO ATTORNEY'S

Sales Rep.

0090

Customer Account

017971203

Order Taker

webFPC

Customer Address

PO BOX 1829, ,
 FAYETTEVILLE NC 28302-0000NULL USA

Order Source

Web

Customer Phone

910-678-7762

Order Invoice Text

Proposal to purchase property at 504 C

Payor Customer

CUMB CO ATTORNEY'S

PO Number

Payor Account

017971203

Ordered By

Payor Address

PO BOX 1829, ,
 FAYETTEVILLE NC 28302-0000NULL
 USA

Customer Fax

910-678-7758

Customer EMail

mbrooks@co.cumberland.nc.us

Payor Phone

910-678-7762

Special Pricing

None

Net Amount

\$125.44

Tax Amount

\$0.00

Total Amount

\$125.44

Amount Due

\$125.44

Payment Method

Payment Amount

\$0.00

Ad Number

0005087934-01

Ad Type

CL Legal Line

Ad Size

: 1.0 X 28 cl

Color

<NONE>

Product

Placement/Classification

Run Dates

Inserts

Cost

FO::

401 - Legals

9/12/2018

1

\$121.24

OL::

401 - Legals

9/12/2018

1

\$4.20



RISK MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 5, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: PATSY LUCAS, RISK MGMT COORDINATOR

DATE: 10/26/2018

**SUBJECT: APPROVAL OF DECLARATION OF SURPLUS PROPERTY AND
AUTHORIZATION TO ACCEPT INSURANCE SETTLEMENT AND
APPROVAL OF BUDGET ORDINANCE AMENDMENT 191140**

BACKGROUND

DATE OF ACCIDENT: SEPTEMBER 15, 2018

VEHICLE: 2007 FORD CROWN VICTORIA

VIN: 2FAHP71W77X134659

FLEET#: FL228

DEPARTMENT: Sheriff's Office

SETTLEMENT OFFER: \$1,932.67

INSURANCE COMPANY: Travelers

This is a total loss settlement offer.

RECOMMENDATION / PROPOSED ACTION

Management recommends that the Board of Commissioners:

1. Declare the vehicle described above as surplus.
2. Authorize the Risk Management Coordinator to accept \$1,933 (\$2,933 - \$1,000 deductible) as settlement.
3. Allow Travelers to take possession of the wrecked (surplus) vehicle.
4. Approve Budget Ordinance Amendment 191140 in the amount of \$1,933, recognizing the insurance settlement. Please note this amendment requires no additional county funds.

ATTACHMENTS:

Description

SETTLEMENT OFFER LETTER

Type

Backup Material



Kathleen Pedone
Claim Professional
Travelers

716-849-8070 (phone)
866-422-8263 (fax)
60 Lakefront Blvd.
Buffalo, NY 14202

October 23, 2018

**CUMBERLAND COUNTY
PO BOX 1829
FAYETTEVILLE , NC 28302**

Claim #: FDT8721-001
Vehicle: **2007 FORD CROWN VICT**
VIN#: **2FAHP71W77X134659**

This follows our conversation in reference to your 2007 FORD CROWN VICTORIA .The above vehicle was deemed a total loss. The cost to repair the vehicle exceeds the value of the vehicle. The settlement amount is \$1,932.67.

Base Value \$ 2,789.00
Adjusted Value \$ 2,789.00
Tax (3%) + \$ 83.67
DMV + \$ 60.00 Deductible - \$ 1,000.00
Total \$ 1,932.67

If you have questions or concerns, please contact me.

Thank you,
Kathleen Pedone



DEPARTMENT OF PUBLIC HEALTH

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 5, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DUANE HOLDER, INTERIM HEALTH DIRECTOR

DATE: 10/17/2018

**SUBJECT: APPROVAL OF HEALTH DEPARTMENT DELINQUENT ACCOUNTS TO BE
TURNED OVER TO THE N.C. DEBT SET-OFF PROGRAM**

BACKGROUND

At the Board of Health meeting on October 16, 2018, the Board approved writing off a total of \$20,133.48 as bad debts. The bad debt accounts, with balances of \$50.00 or higher, will be processed through the North Carolina Debt Set-Off Program. This program can attach a debtor's State Income Tax refund and/or lottery winnings for payment of bad debts. The accounts with balances under \$50.00 will continue to be worked for collection through our in-house collection efforts. This write-off of bad debts is in compliance with the Cumberland County Department of Public Health Debt Collection Policy 02-03 to write-off bad debts every quarter.

RECOMMENDATION / PROPOSED ACTION

Approve write off of \$20,133.48 bad debts to the North Carolina Debt Set-Off Program.

cc: Candice York, CCDPH Finance Officer
File

Attachment (2)

ATTACHMENTS:

Description

Bad Debt Write Off #54

Type

Backup Material

**CUMBERLAND COUNTY DEPARTMENT
OF PUBLIC HEALTH
DELINQUENT ACCOUNTS TO BE TURNED OVER FOR COLLECTION
BAD DEBT WRITE OFF #54
September 30, 2018**

PROGRAM	AMOUNT
ADULT HEALTH CLINIC	\$2,003.39
BCCCP	\$92.47
CHILD HEALTH CLINIC	\$6,037.76
DENTAL HEALTH CLINIC	\$184.00
FAMILY PLANNING CLINIC	\$6,149.78
IMMUNIZATIONS	\$1,961.90
MATERNAL HEALTH CLINIC	\$3,704.18
TOTAL	\$20,133.48

**All bad debt accounts with balances of \$50.00 or higher, will be sent to the North
Carolina Debt Set-Off Program, which can attach a debtor's State Income
Tax Refund for payment of bad debts.**

The above accounts are 90 days old or older as of 6/30/2018



FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 5, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 10/26/2018

SUBJECT: APPROVAL TO PAY PRIOR YEAR INVOICES FOR EMERGENCY SERVICES DEPARTMENT

BACKGROUND

Emergency Services Department is requesting to pay a Fiscal Year 2016 invoice to NICE, Inc. in the amount of \$4,158.00 for warranty coverage on recording equipment. The past-due invoice was received on September 26, 2018. Research on the past due invoice was completed by Emergency Services and Finance staff. We have verified this invoice has not been paid and is in fact due. Sufficient funds are available in the current budget to absorb this expenditure.

In addition, Emergency Services Department is also requesting to pay an amount still owed on a Fiscal Year 2017 invoice to Motorola Solutions in the amount of \$64.67. The invoice was received on October 18, 2018 after the deadline to pay Fiscal Year 2018 invoices. Staff has confirmed this amount was not paid and is in fact due. Sufficient funds are available in the current year to absorb this amount.

RECOMMENDATION / PROPOSED ACTION

Management is requesting approval to pay Emergency Services Department invoices for Fiscal Year 2016 to NICE, Inc. in the amount of \$4,158.00 and approval to pay the balance due in the amount of \$64.67 to Motorola Solutions.



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 5, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RICK MOOREFIELD, COUNTY ATTORNEY

DATE: 10/29/2018

SUBJECT: APPROVAL OF REQUEST FOR REFUND OF EXCISE TAX FOR A DEED OF CONVEYANCE

BACKGROUND

Single Source Real Estate Services, Inc., has requested a refund of the county's one-half of the excise tax paid for recording a deed for the reason that the deed was recorded in error in Cumberland County and should have been recorded in Harnett County. The Register of Deeds has recommended that the refund be granted in the amount of \$219.50. The recommendation of the Register of Deeds, the request, and a copy of the deeds are attached. The county attorney advises that this is a sufficient basis to grant the request.

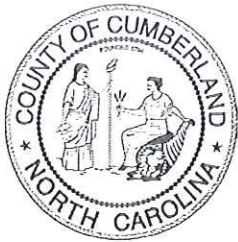
G.S. § 105-228.37 governs this refund process. The Board of Commissioners must conduct a hearing on the request after 10 days' notice to the taxpayer. This is not a public hearing. The County may only refund one-half of the total tax because the County only received one-half of the tax and the State received the other half. The refund will bear interest pursuant to the statute.

RECOMMENDATION / PROPOSED ACTION

The county attorney recommends that the board set a hearing on this matter at its next regular meeting November 19, 2018, and direct that notice of the hearing be given to the taxpayer in accordance with G.S. § 105-228.37.

ATTACHMENTS:

Description	Type
Memo from Sr. Asst. Reg. of Deeds Andra Brewington	Backup Material
Request from Single Source Real Estate Services, Inc.	Backup Material
Recorded Deeds	Backup Material



CUMBERLAND
★ COUNTY ★
NORTH CAROLINA

Office of the Register of Deeds

J. Lee Warren, Jr.

Register of Deeds

Andra S. Brewington

Senior Assistant Register of Deeds

Sheila M. Dail

Dep. Sr. Asst. Register of Deeds

Jacqueline W. Thomas

Assistant Register of Deeds

Kristian S. Johnson

Assistant Register of Deeds

Christy H. Tyndall

Assistant Register of Deeds

Regina R. Frazier

Assistant Register of Deeds

Glenda M. Culbreth

Administrative Deputy

MEMORANDUM

TO: RICK MOOREFIELD
COUNTY ATTORNEY

FROM: ANDRA BREWINGTON *ab*
SR. ASSISTANT REGISTER OF DEEDS

RE: REIMBURSEMENT OF EXCISE TAX

DATE: OCTOBER 9, 2018



Attached please find a request from Single Source Real Estate Services requesting a refund of Excise Tax for a Deed recorded in Cumberland County in Book 10371 Page 92. The Deed was recorded in error in Cumberland County and should have been recorded in Harnett County.

The amount of Excise Tax was \$439.00. We are requesting approval from the Board of Commissioners to reimburse the County's portion of the Excise Tax in the amount of \$219.50 to Single Source Real Estate Services. Upon your reply of approval, I will submit a request to the Finance Department to have a check issued to Single Source Real Estate Services.

Thank you for your assistance.



September 21, 2018

Mr. Warren
Cumberland County Register of Deeds

RE: Our File No.: AL-18877-18-GC
Property Address: 220 Pender Rd, Spring Lake, NC 28390

To Whom It May Concern:

This letter is requesting a refund of revenue stamps. Please see attached documentation to support your requirements to show proof of a recording in error in Cumberland County. Also see additional documentation to support a re-recording in the correct county of Harnett. Therefore, please issue the refund of the revenue stamps in the amount of 439.00. I do understand per your policy only a portion will be reimbursed.

Sincerely,


Nichole Maynor,
Senior Escrow Manager

cc:
Encls.

2919 Breezewood Avenue
Fayetteville
North Carolina
28303

P.O. Box 87590
North Carolina
28304

888.552.5817

910.222.4444 ph
910.221.7777 fx

www.singlesources.com

FILED	Aug 31, 2018
AT	08:17:50 AM
BOOK	10371
START PAGE	0092
END PAGE	0094
INSTRUMENT #	26754
RECORDING	\$26.00
EXCISE TAX	\$439.00

NORTH CAROLINA GENERAL WARRANTY DEED

File No.: AL-18877-18-GC

Excise Tax: \$439.00

Parcel Identifier No. 01-0514-02-0006-29 Verified by _____ County on the ____ day of _____, 20____

By: _____

Mail/Box to: Single Source Real Estate Services, Inc., 2919 Breezewood Ave., Suite 300, Fayetteville, NC 28303This instrument was prepared by: Lakhiani Law, PLLC, 2919 Breezewood Avenue, Ste 300, Fayetteville, NC 28303Brief description for the Index: Lot 378, Overhills Creek Subdivision, Section Six, Phase Part Two

THIS DEED made this 30th of August, 2018, by and between

GRANTOR

GRANTEE

David Anthony Weaver and wife, Sarah Elizabeth Weaver
600 Front Porch Ct
Midland City, AL 36350Michael Allen and spouse, Darby Ann Allen
220 Pender Rd
Spring Lake, NC 28390

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land or condominium unit situated in the City of Spring Lake, Anderson Creek Township, Cumberland County, North Carolina and more particularly described as follows:

BEING all of Lot 378, in a subdivision known as Overhills Creek Subdivision, Section Six, Part Two, and the same being duly recorded in Book of Maps 2006, Page 1005, Cumberland County Registry, North Carolina.

Parcel ID: 01-0514-02-0006-29

Property Address: 220 Pender Rd, Spring Lake, NC 28390

The property hereinabove described was acquired by Grantor by instrument recorded in Book 3454 page 301.

All or a portion of the property herein conveyed X includes or _____ does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book 2006 page 1005.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Subject to restrictive covenants, easements and rights-of-way as they may appear of public record.

Subject to ad valorem taxes which are a lien but not yet due and payable.

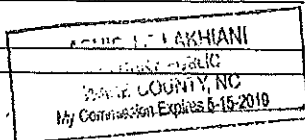
IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

David Anthony Weaver by Sarah Elizabeth Weaver as AIF (SEAL)
 (Entity Name) Print/Type Name: David Anthony Weaver by Sarah E. Weaver as AIF

By: _____
 Print/Type Name & Title: _____
Sarah E Weaver (SEAL)
 Print/Type Name: Sarah Elizabeth Weaver

By: _____
 Print/Type Name & Title: _____
 _____ (SEAL)
 Print/Type Name: _____

By: _____
 Print/Type Name & Title: _____
 _____ (SEAL)
 Print/Type Name: _____



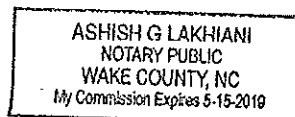
STATE OF North Carolina
 COUNTY OF ~~Cumberland~~ WAKE AGL

I, Ashish G. Lakhiani, a Notary Public for said County and State, do hereby certify that Sarah E. Weaver individually and as attorney in fact for David Anthony Weaver, personally appeared before me this day and being by me duly sworn, says that he executed the foregoing and annexed instrument individually and for and in behalf of the said David Anthony Weaver, and that their authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the office of the Register of Deeds in the county of Cumberland, State of North Carolina and that this instrument was executed under and by virtue of the authority given by said instrument granting her power of attorney.

I do further certify that the said Sarah E. Weaver acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed individually and for and in behalf of the said David Anthony Weaver.

Witness my hand and official seal, this the August 30, 2018.

[Signature]
 Notary Public - Ashish G. Lakhiani



My Commission Expires: May 15, 2019

The foregoing Certificate(s) of _____
 is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page

shown on the first page hereof.

By: _____ Register of Deeds for _____ County
Deputy/Assistant - Register of Deeds

HARNETT COUNTY TAX ID #
01-0514-02-0006-29

09-19-2018 BY: SB

For Registration Kimberly S. Hargrove
Register of Deeds
Harnett County, NC
Electronically Recorded
2018 Sep 19 04:20 PM NC Rev Stamp: \$ 439.00
Book: 3640 Page: 34 - 36 Fee: \$ 26.00
Instrument Number: 2018013434

NORTH CAROLINA GENERAL WARRANTY DEED

File No.: AL-18877-18-GC

Excise Tax: \$439.00

Parcel Identifier No. 01-0514-02-0006-29 Verified by _____ County on the ____ day of _____,

20____

By: _____

Mail/Box to: Single Source Real Estate Services, Inc., 2919 Breezewood Ave., Suite 300, Fayetteville, NC 28303

This instrument was prepared by: Lakhiani Law, PLLC, 2919 Breezewood Avenue, Ste 300, Fayetteville, NC 28303

Brief description for the Index: Lot 378, Overhills Creek Subdivision, Section Six, Phase Part Two

THIS DEED made this 30th of August, 2018, by and between

GRANTOR

David Anthony Weaver and wife, Sarah Elizabeth Weaver
600 Front Porch Ct
Midland City, AL 36350

GRANTEE

Michael Allen and spouse, Darby Ann Allen
220 Pender Rd
Spring Lake, NC 28390

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land or condominium unit situated in the City of Spring Lake, Anderson Creek Township, Harnett County, North Carolina and more particularly described as follows:

BEING all of Lot 378, in a subdivision known as Overhills Creek Subdivision, Section Six, Part Two, and the same being duly recorded in Book of Maps 2006, Page 1005, Harnett County Registry, North Carolina.

Parcel ID: 01-0514-02-0006-29

Property Address: 220 Pender Rd, Spring Lake, NC 28390

The property hereinabove described was acquired by Grantor by instrument recorded in Book 3454 page 301.

All or a portion of the property herein conveyed X includes or ___ does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book 2006 page 1005.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Subject to restrictive covenants, easements and rights-of-way as they may appear of public record.

Subject to ad valorem taxes which are a lien but not yet due and payable.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

David Anthony Weaver by Sarah
(Entity Name)

Elizabeth Weaver as AIF (SEAL)
Print/Type Name: David Anthony Weaver by Sarah E. Weaver
as AIF

By: _____
Print/Type Name & Title: _____

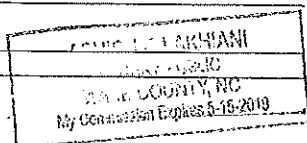
Sarah E Weaver (SEAL)
Print/Type Name: Sarah Elizabeth Weaver

By: _____
Print/Type Name & Title: _____

(SEAL)

By: _____
Print/Type Name & Title: _____

(SEAL)



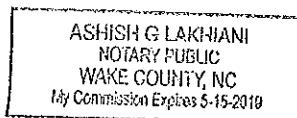
STATE OF North Carolina
COUNTY OF ~~Cumberland~~ Wake NC

I, Ashish G. Lakhiani, a Notary Public for said County and State, do hereby certify that Sarah E. Weaver individually and as attorney in fact for David Anthony Weaver, personally appeared before me this day and being by me duly sworn, says that he executed the foregoing and annexed instrument individually and for and in behalf of the said David Anthony Weaver, and that their authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the office of the Register of Deeds in the county of Cumberland, State of North Carolina and that this instrument was executed under and by virtue of the authority given by said instrument granting her power of attorney.

I do further certify that the said Sarah E. Weaver acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed individually and for and in behalf of the said David Anthony Weaver.

Witness my hand and official seal, this the August 30, 2018.

Ashish G. Lakhiani
Notary Public - Ashish G. Lakhiani



My Commission Expires: May 15, 2019

The foregoing Certificate(s) of _____
is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page

shown on the first page hereof.

_____ Register of Deeds for _____ County
By: _____ Deputy/Assistant - Register of Deeds



FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 5, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 10/23/2018

**SUBJECT: APPROVAL OF REPORT OF FY2018 SUMMARY OF ACTIVITIES FUNDED
BY COUNTY ABC FUNDS**

BACKGROUND

In accordance with North Carolina General Statute 18B-805(h), Expenditure of Alcoholism Funds: *Funds distributed under subdivisions (b)(4) and (c)(3) of this section shall be spent for the treatment of alcoholism or substance abuse or for research or education on alcohol or substance abuse. The minutes of the board of county commissioners or local board spending funds allocated under this subsection shall describe the activity for which the funds are to be spent. Any agency or person receiving funds from the county commissioners or local board under this subsection shall submit an annual report to the board of county commissioners or local board from which funds were received, describing how the funds were spent.*

For fiscal year 2018 collections related to (b)(4) totaled \$109,850; collections related to (c)(3) totaled \$275,805; for a combined total of \$385,655. Alliance Behavioral Healthcare has reported that multiple provider agencies provided and were paid for substance abuse services totaling \$2,233,095 and served 1,176 substance abuse consumers over the course of fiscal year 2018.

RECOMMENDATION / PROPOSED ACTION

Accept the report and include same in minutes of the November 5, 2018 Commissioners' Meeting.

ATTACHMENTS:

Description

2018 Alliance Summary

Type

Backup Material

1 FY18 Summary of Dollars Utilized by Funding Source for Cumberland County Residents

	Medicaid*	State/Federal*	County*
Total Dollars	\$80,079,962.42	\$7,355,539.99	\$4,418,894.05

2 FY18 Number of Cumberland County Residents served by Funding Source

	Medicaid*	State/Federal*	County*
Total Count	13,061	3,775	n/a

3 FY18 Summary of Activities funded by County ABC Funds Contributions

Approximately \$385,000 of the \$4,800,000 Cumberland Allocation are ABC funds allocated for the purposes stated in NCGS18B-805(h).

§ 18B-805. Distribution of revenue.

(h) Expenditure of Alcoholism Funds. - Funds distributed under subdivisions (b)(4) and (c)(3) of this section shall be spent for the treatment of alcoholism or substance abuse, or for research or education on alcohol or substance abuse. The minutes of the board of county commissioners or local board spending funds allocated under this subsection shall describe the activity for which the funds are to be spent. Any agency or person receiving funds from the county commissioners or local board under this subsection shall submit an annual report to the board of county commissioners or local board from which funds were received, describing how the funds were spent.

	Treatment of Alcoholism or Substance Abuse	Research or Education on Alcohol or Substance Abuse
Dollars Utilized	\$2,233,095.66	
# served	1,176	

4 FY18 Summary of Provider Payment Totals by Funding Source (Providers with a Physical Location in Cumberland County)

Provider Name	Medicaid*	State/Federal*	County*
(see below)	\$	\$	\$

* A breakdown by disability (MH/DD/SA) and/or age (child/adult) is requested if info is readily available.

	Provider Name	Medicaid*	State/Federal/County*	County*
1	CARE COORDINATOR			34,999.60
2	ACTION PATHWAYS INC		300,350.94	
3	ALLIANCE - SALARY		46,016.92	
4	CAPE FEAR VALLEY MEDICAL CENTE		940,959.30	
5	COUNTY OF CUMBERLAND - COMMUNI		-	
6	COUNTY OF CUMBERLAND - DSS		68,812.35	
7	CUMBERLAND COUNTY COMMUNICARE		73,627.46	
8	EMPLOYMENT SOURCE, INC.		23,902.01	
9	FIRST IN FAMILIES OF NORTH CAR		115,207.23	
10	MULTIPLE VENDORS		335,900.64	
11	NAMI NORTH CAROLINA		3,000.00	
12	A New Life Services Inc.	534.28		
13	A Small Miracle, LLC	226,935.94		
14	A Touch of Grace, Inc.	2,042,927.25		
15	A2Z Home Medical Supplies	6,720.30		

16	ABC Pediatrics of Dunn, PA	12,615.59		
17	Above & Beyond Care, LLC	191,223.16		
18	Access Family Services, Inc.	615,423.61		
19	ACI Support Specialists, LLC	1,629,761.26		
20	ADG Associates, LLC	49,624.52		
21	Adolescent, Child and Adult Psychiatry of Raleigh, PA	373.66		
22	Advance Behavioral Center, Inc	4,150.63		
23	Agape Unit Care Services, Inc.	525,984.41	7,674.57	
24	Alamance Regional Medical Center	1,839.81		
25	Alberta Professional Services, Inc.	11,222.52		
26	Alexander Youth Network	1,955,509.85	1,807.40	
27	Allen Brooks	1,107.87		
28	Allen Brooks Professional Counseling	654.38		
29	Amblecare, Inc.	12,489.62		
30	Ambleside, Inc.	134,232.42		
31	Angela R Edwards PH.D	3,478.80		
32	Anthony R Mangiardi PH.D.	30,859.90		
33	Aspirations and Miracles Community Support, LLC	15,623.52		
34	Aspire Supportive & Counseling Services, LLC	5,316.29		
35	Associated Family and Life Services, LLC	164.06		
36	ATS of North Carolina, LLC dba Carolina Treatment Center - Fayetteville	227,038.20	286,200.60	
37	Atul Kantesaria, MD, PLLC	3,252.96		
38	Autism Society of Cumberland County		34,082.50	
39	Autism Society of North Carolina, Inc.	3,326,891.14	78,057.93	
40	Avalon Counseling Services P.A.	13,891.16		
41	B & D Integrated Health Services	57,235.78	460.00	
42	Barium Springs Home for Children Inc	136,992.86		
43	BAYADA Home Health Care, Inc.	253,966.46		
44	Behavioral Counseling and Psychological Services, PA	852,720.94		
45	Behavioral Health Solutions, P.A.	2,012.99		
46	Behavioral Healthcare of Cape Fear Valley Health	470,281.59		
47	Best Life, Inc.	366.87		
48	Better Beginnings Healthcare Solutions, LLC	5,015.83		
49	Beverly Wicker	494.35		
50	Bladen Healthcare LLC	4,606.50		
51	Bob Inman Inc. dba Inman Home Health	617,832.66		
52	Boys and Girls Homes of NC	14,256.00		
53	Brynn Marr Hospital, Inc.	360,929.45		
54	C & C Outreach Services, LLC	420,642.64		
55	Cape Fear Behavioral Health Center, LLC	205,814.92		
56	Caring Hearts Professional Counseling Services, PLLC	1,894.67		
57	Carobell, Inc.	112,735.88		
58	Carolina Behavioral Care, PA	4,968.25	16.59	

59	Carolina Community Support Services, Inc.	280,047.58		
60	Carolina Outreach, LLC	2,479,392.81	851,942.10	
61	Carolina Psychiatry P.C.	399,857.26		
62	Carolina Residential Services, Inc.	219,173.13		
63	CAROLINAS HOME CARE AGENCY	82,783.60		
64	Carolinas Medical Center dba Behavioral Health Center CMC Randolph	21,710.12		
65	Carolinas-Anson Healthcare dba Anson Community Hospital	1,218.90		
66	Carrie L. Baker, Ph D	692.55		
67	Carter Clinic, PA	404,120.09	14,434.00	
68	Caswell Developmental Center	2,905,299.40		
69	Catawba Valley Medical Center	141.10		
70	Central Regional Hospital	578,060.00		
71	CFVHS ED PHYSICIANS	19,823.74		
72	Champion Healthcare Services, Inc.	3,564.00		
73	Changing Outcomes, LLC	173,094.92		
74	Cherry Hospital	1,600,503.32		
75	Chester M. Martin dba Biblical Counseling Services	38,599.19		
76	Chestnut Hill Mental Health Center dba Springbrook Behavioral Health	210,970.98		
77	Children's Home Society of NC	1,530.51		
78	Clinical Counseling and Consulting Services, PLLC	10,432.37		
79	Coastal Behavior Health Services, Inc.	155,837.86		
80	Coastal Carolina Neuropsychiatric Center, PA	1,043,675.98		
81	Coastal Horizons Center, Inc.	11,039.52		
82	Coastal Southeastern United Care	39,204.00		
83	Columbus Regional Healthcare System	2,099.36		
84	Community Alternative Housing, Inc.	524,477.64		
85	Community Alternatives, Inc dba Community Choices	2,539.60		
86	Community Based Developmental Services, Inc.	670,835.37	43,217.04	
87	Community Care Service, LLC	19,016.26		
88	Community Connections Healthcare Services, LLC	179,006.87		
89	Community Innovations, Inc.	199,326.97		
90	Community Partnerships, Inc.	399.42		
91	Comprehensive Community Care, Inc.	150.00		
92	Cornerstone Treatment Facility Program, Inc.	223,628.86		
93	Cornerstone Treatment Facility, Inc.	367,640.20		
94	Cottage Health Care Services, Inc.		1,193.96	
95	Counseling Services, Inc.	300.00		
96	Crandell's Enterprises Inc.		25,587.72	
97	Creative Consultants Group, Inc.	266,201.00		
98	Cumberland County Communicare, Inc.	38,271.69	6,683.02	
99	Cumberland County Hospital System, Inc. dba Cape Fear Valley Health System	2,274,388.64	247,255.82	4,383,894.45
100	Cumberland Residential & Employment Services & Training Inc	227,929.92	699,003.25	
101	D & L Health Care Services, Inc.	415,289.60		

102	Daymark Recovery Services, Inc.	11,994.61		
103	Deborah Lindsay, LPA	701.33		
104	Disciple 4 Life, LLC	11,798.59		
105	Diverse Family Services, LLC	374,122.18		
106	DLP Wilson Medical Center	705.56		
107	Duke University Health System - Duke Raleigh	288.28		
108	Duke University Health System - Duke Regional	6,518.88	5,250.00	
109	Duke University Health System - Institutional	71,078.26	21,750.00	
110	Dunn Psychological Associates, PA	4,904.76		
111	Eagle Healthcare Services, Inc.	16,061.75		
112	East Carolina Health dba Roanoke Chowan	781.40		
113	East Carolina Psychiatric Consultants, PLLC	1,469.36		
114	East Carolina University dba ECU Physicians	26.59		
115	Easter Seals UCP North Carolina & Virginia, Inc.	589,640.53	207,412.02	
116	Educare Community Living Corporation - NC dba Community Alternatives Nor	346.92		
117	Edwards Community Support Services Inc		607,643.63	
118	Elite Care Service Inc	508,873.14	112,961.34	
119	Emergency Coverage Corporation	239.07		
120	Employment Source, Inc.	82,249.81	211,469.24	
121	Excalibur Youth Services LLC	59,173.88		
122	Extended Reach Day Treatment for Children and Adolescents, LLC	38,963.02		
123	Falcon Crest Residential Care, Inc.	38,425.21		
124	Family Preservation Services of North Carolina, Inc.	180.11		
125	Family Services of America Corp (ICAN)	482,874.46		
126	Fayetteville Area Health Education Foundation, Inc. dba Southern Regional Ar	22,733.15		
127	Fayetteville Psychiatric Associates, PC	547,017.32		
128	Fellowship Health Resources, Inc.		244.24	
129	Fernandez Community Center, LLC	513.50		
130	Fidelity Community Support Group, Inc.	1,708.30		
131	Firm Foundation, Inc.	808,906.96		
132	FirstHealth of the Carolinas, Inc dba FirstHealth Moore Regional Hospital	7,085.01		
133	Fortitude Counseling Associates, PLLC	5,670.00		
134	Franklin Regional Emergency Physicians	382.00		
135	Freedom House Recovery Center, Inc.	4,275.71	22,741.33	
136	Fresh Start Residential Facility, Inc	166,230.31		
137	Geertina Ellis, HSP-PA, LPA	21,900.00		
138	GHA Autism Supports	87,844.32		
139	Goldsboro Emergency Medical Specialists, Inc.	163.40		
140	Good Hope Hospital	15,994.36		
141	Grace M. Stroud, LPA	650.75		
142	Graham, Moore & Clark, LLC	5,331.95		
143	Grandfather Home for Children, Inc	19,354.50		
144	Great Expectations Day Facility and Enrichment Program, LLC	1,472,659.79	29,197.50	

145	Greater Image Healthcare, Corp.	1,011,162.73	76,697.00	
146	Growing Child Pediatrics, PA	1,230.45		
147	Guardiantrac, LLC dba GT Independence	160,376.17		
148	Haire Enterprises, Inc.	2,127,600.00	289,158.99	
149	Halifax Regional Medical Center	3,340.10		
150	Harnett Counseling Services, PC	5,940.30		
151	Harnett Health System, Inc. dba Betsy Johnson Hospital	20,588.73		
152	Haymount Institute for Psychological Services PLLC	960,746.23		
153	Heart to Heart Counseling and Wellness Center, PLLC	30,015.00		
154	Heartfelt Alternatives, Inc.	54,696.00		
155	Higher Horizons, Inc.		31,626.14	
156	Hilltop Home, Inc.	311,700.76		
157	Hoke Healthcare LLC	23,652.09		
158	Holly Hill Hospital, LLC	428,753.94	164,044.95	
159	HomeCare Management Corporation	6,732.40		
160	Hope Services, LLC	21,605.11	1,334.43	
161	Hope-Thru-Horses, Inc.	100,787.09		
162	Horizons Residential Care Center	369,004.86		
163	House of Care, Inc.		27,776.64	
164	I Innovations, Inc.	18,937.60	52,075.68	
165	Independent Living Group Home LLC	29,332.88		
166	Inner Pathways LLC	35,797.53		
167	Inner Peace Community Support Services, LLC	82.03		
168	InPatient Consultants of North Carolina, P.C.	2,136.73		
169	Insight Behavioral Health, LLC	984.36		
170	Insight Family Center LLC	27,280.65		
171	Inspirationz, LLC	120,640.13		
172	Integrated Behavioral Healthcare Services, Inc.	76,722.69	138,266.32	
173	J. Z. Wang Psychiatric Service, P.C.	3,754.56		
174	J.B. Childers MD PLLC	20,943.80		
175	Jeanette Purifoy dba Michael's World	247,469.36		
176	Jeffrey C. Pearce M.Ed	1,846.76		
177	Johari Family Services, LLC	189,360.83		
178	Johnson's House of Hope Family Care Home, LLC	47,812.76		
179	Johnston County Industries, Inc.		426.60	
180	Johnston County Public Health Department	1,429.67	1,649.09	
181	Johnston Health Services Corporation	9,738.07	15,000.00	
182	Johnston Memorial Hospital Authority dba Johnston Health	2,391.50		
183	Johnston Psychiatric Associates, P.A.	1,499.01		
184	Johnston Recovery Services	13,542.30	2,840.31	
185	Joseph's Community Support Services, Inc.	26,065.94		
186	Kaleo Supports, Inc.	956,306.52		
187	Keystone WSNC, LLC dba Old Vineyard Behavioral Health Services	134,898.59		

188	Kidspace National Centers of North America, Inc.	316,111.82		
189	Kimberly Spader	451.19		
190	KMG Holdings, Inc.	100,138.40		
191	KV Consultants & Associates, Inc.	31,387.54	20,599.11	
192	Life Changez, Inc.	73,590.08		
193	Life Opportunities Therapeutic Home Services, LLC	286,767.32		
194	Life Opportunities, Inc.	16,301.60		
195	LifeSource of North Carolina, Inc.	13,819.22		
196	LifeSpan ABA Inc	400.00		
197	Lifetime Counseling Services, PLLC	14,725.72		
198	Lighthouse Counseling Center and Associated Therapeutic Services, LLC	304,873.01		
199	Lisa V Wachter MS LPC NCC PLLC	372.39		
200	Little Wing, LLC	4,573.80		
201	Living Well Behavioral Health, Inc.	110,880.52		
202	Lutheran Family Services in the Carolinas	308,509.28		
203	Lutrino M. Blalock LPA	1,731.60		
204	Mabel Stellato LPC	85,298.25		
205	MacBill Inc		53,632.29	
206	Makin' Choices, Inc.	339,116.23		
207	Marcelo E. Lopez-Claros MD	4,544.96		
208	Martin Weinrauch, PA	32,629.38		
209	Maxim Healthcare Services, Inc.	1,927,060.61		
210	McLeod Addictive Disease Center, Inc.	609.98		
211	MCPC-11, LLC dba FirstHealth Behavioral Services	447.46		
212	Mending Minds Behavioral Health, PLLC	43,407.15		
213	Mid-Atlantic Emergency Medical	96.14		
214	Mid-State Health Systems, Inc.	887,511.74		
215	Miranda Morgan LCSW	4,101.50		
216	Miranda Y. Pearson, LPC, NCC, BCC	459.22		
217	MONARCH	130,185.64	58,107.26	
218	Multicultural Resources Center, Inc.		97,009.70	
219	Multi-Therapeutic Services, Inc.	139,474.90		
220	Murdoch Developmental Center	964,726.64		
221	Murray Fork Clinic, P.C.	9,108.06		
222	Myrover Reese Fellowship Homes, Inc.		290,050.97	
223	Nash Hospitals, Inc.	961.82		
224	NC Recovery Support Services, Inc.	14,987.63	10,817.08	
225	New Beginnings Counseling Services, PLLC	902.33		
226	New Beginnings of NC, LLC	73,965.58		
227	New Day Behavioral Health Center, PC	147,985.50		
228	New Destinations, Inc.		116,663.24	
229	New Hanover Regional Medical Center	27,334.57		
230	New Hope Carolinas, Inc.	1,154,522.15		

231	New Leaf Behavioral Health	2,323.44		
232	New Possibilities Home for Children, LLC	6,553.91		
233	Norman L. Collins LCSW	410.15		
234	North Carolina Baptist Hospital	5,287.68		
235	North Carolina Neuropsychiatry, P.A.	2,158.10		
236	Nova, Inc.	109,544.96		
237	Novant Health Presbyterian Medical Center	2,493.47		
238	Novant Health Rowan Medical Center	1,911.30		
239	O'Berry Neuromedical Treatment Center	4,935,095.60		
240	Omni Visions, Inc.	412,353.96		
241	OnSite Care, PLLC	1,668.53		
242	Parker Investments, LTD.	76,965.56		
243	Pathways for People, Inc.	4,298.16		
244	Pathways to Life, Inc.	4,539.40		
245	Patterson Home Care, Inc.	211,876.76		
246	Peace of Mind, Inc.	2,174.88		
247	Peak Professional Group, LLC	736.03		
248	Pearl's Angel Care, Inc.	210,013.48		
249	Piedmont Behavioral Services, PC	11,332.68		
250	Pinnacle Family Services of North Carolina, LLC	813,058.82		
251	Pitt County Memorial Hospital dba Vidant Medical Center	172,808.63		
252	PORT Human Services	26,038.89		
253	Positive Progress Services Corp.	1,476.27		
254	Precious Haven, Inc.	873,080.90		
255	Preferred Care Inc.	11,567.00		
256	Pride in North Carolina, LLC	672,823.39		
257	Private Diagnostic Clinic, PLLC	15,823.10		
258	Professional Family Care Services, Inc.	1,406,440.84	12,440.25	
259	Psychological Mobile Services, PA	8,050.49		
260	Psychotherapeutic Services Inc.	650.98		
261	Quality Care Solutions, Inc.	1,139.00		
262	Quest Provider Services, LLC	111,413.98		
263	Rachel's House	15,370.67		
264	Rainbow of Sunshine, Inc.	311,394.66		
265	Recovery Innovations, Inc.	1,602.62	19,317.99	
266	Regina Kelly, LCSW	60,645.02		
267	Regina Wesley LPC	2,921.83		
268	Renew Counseling Center of NC, LLC	384,069.16		
269	ReNu Life, LLC	78,308.48		
270	Residential Services, Inc.	34,795.20		
271	Resources for Human Development, Inc.	122,873.28		
272	Restoration Family Services, Inc.	509.21		
273	Rex Hospital, Inc.	1,221.17		

274	RHA Behavioral Health NC LLC	86.20		
275	RHA Health Services NC, LLC	5,945,431.16	89,861.88	
276	RHA Health Services, Inc.	30,346.21	90.39	
277	Richard R. Zeiber LCSW	13,115.12		
278	Roanoke Chowan Hospital	6,051.50		
279	Robert C. Pennebaker, PLLC	153,816.31		
280	Robeson Health Care Corporation	53,985.97		
281	Rouses Group Home Inc	64,853.88		
282	Rusmed Consultants LLC	74,368.26		
283	S & T WeCare, Incorporated	280,387.62		
284	Sage Institute, PLLC	13,659.08		
285	Sampson Regional Medical Center, Inc.	4,070.05		
286	Sandhills Behavioral Center, Inc.	19,800.19		
287	Sandhills Pediatrics Inc	85.30		
288	SBH-Raleigh, LLC dba Strategic Behavioral Center - Garner	521,273.63		
289	SBH-Wilmington, LLC dba Strategic Behavioral Center	241,152.17		
290	Scotland Memorial Hospital, Inc.	24,006.46		
291	Scott T Schell MD PA	22,480.32		
292	Second Chance Counseling Services, PLLC	3,105.00		
293	Senior Health and Education Partners PLLC	17,222.60		
294	Serenity Therapeutic Services, LLC	1,238,016.72	120,196.58	
295	Sherisse K. Bailey LPC, LCAS	124.13		
296	Sherman Boone LCSW	2,953.08		
297	ShineLight, Inc.	263,854.88		
298	Sierra's Residential Services, Inc.	128,549.76		
299	Sigma Health Services, LLC	1,910.06		
300	Skill Creations, Inc.	111,270.32		
301	Solution Focused Services, LLC	31,501.15		
302	Sonia Rhodie, Ph. D.	10.13		
303	Sophia B. Pierce & Associates, Inc.	751,405.08		
304	Southeastern Healthcare of North Carolina, Inc.	17,845.89	1,119.04	
305	Southeastern Regional Medical Center	125,430.05		
306	Southlight Healthcare	36,778.46	48,679.40	
307	Spigner Management Systems dba BJ Hill and Associates	237,671.75		
308	Spirit of Excellence Community Outreach, Inc. DBA Guardian Care		26,652.44	
309	Stan B Treatment Services, Inc.	17,974.28		
310	Statesville HMA Medical Group	489.52		
311	Statesville HMA, LLC dba Davis Regional Medical Center	2,057.40		
312	Steps Toward Success, PLLC	4,427.76		
313	Successful Transitions, LLC	410.15		
314	Sunlight Behavior Center, Inc.	63,343.36		
315	Sunrise Clinical Associates, PLLC	762,048.06		
316	Sunrise Pointe, LLC	103,195.27		

317	Sunrise Residential Care LLC		99,340.02	
318	T.L.C. Home, Inc.	234,704.38		
319	The Arc of North Carolina, Inc.	92,624.16		
320	The Arc of the Triangle, Inc.	26,295.25		
321	The Bruson Group, Inc.	76,492.71		
322	The Carolinas Emergency Group, PLLC	246.59		
323	The Center for Child and Family Health, Inc.	2,871.52		
324	The Loving Home Incorporated	661,271.74		
325	The Methodist Home for Children, Inc.	49,406.12		
326	The Moses H. Cone Memorial Hospital Operating Corporation	5,793.20		
327	Therapeutic Alternatives, Inc.	36,996.98	28,344.43	
328	Therapeutic Resource Associates, PA	1,459.66		
329	Therapeutic Solutions and Wellness, PC	33,888.53		
330	Thomas K. McKean, MD, PLLC	564.75		
331	Thomas P Cornwall, MD	6,707.26		
332	Thompson Child & Family Focus	44,991.44		
333	Thrive Addictions Services, LLC	2,830.75		
334	Timber Ridge Treatment Center, Inc.	43,832.25		
335	TLC Operations, Inc. dba Tammy Lynn Center for Developmental Disabilities	1,350.00		
336	Tonya D. Armstrong, PLLC dba The Armstrong Center for Hope	2,924.22		
337	Touchstone Residential Services	176,858.36		
338	Transylvania Vocational Services Inc	8,386.56		
339	Triangle Family Services, Inc.	1,005.56		
340	Triangle Neuropsychiatry, PLLC	2,123.96		
341	TriCare Counseling & Consulting, Inc.	105,369.14		
342	Tri-County Community Health Council, Inc.	3,596.12		
343	Trust the Process, Inc.	408.98		
344	Turning Point Family CARE, LLC	5,150.76	10,632.56	
345	UNC at Chapel Hill	440.08		
346	UNC Faculty Physicians	41,942.94	1,138.15	
347	UNC Hospital	206,096.71	20,464.67	
348	UNC Physicians Network, LLC	336.07		
349	United Family Network, Inc.	231,224.89		
350	United Quest Care Services, LLC	231.30		
351	United Residential Services of North Carolina, Inc.	103,503.82		
352	Unity Home Care, Inc.	430,916.53		
353	Upward Change Health Services, LLC	102,877.69		
354	Verna Dority, MSW, CCSW, Inc.	314,498.36		
355	Victor M. Rosado MD	3,081.43		
356	Vidant Beaufort Hospital	11,160.18		
357	Vidant Duplin Hospital	61,305.57		
358	Vidant Medical Group	5,977.23		
359	Visions Counseling Studio, PLLC	12,038.14		

360	Vito Guarnaccia Phd	2,134.38		
361	VOCA Corporation of North Carolina	246,039.14		
362	VOICE Therapeutic Solutions, PLLC	282,301.53		
363	Vonda Dionne Jones-Hudson PH.D	25.40		
364	Wake Emergency Physicians, PA	2,590.56		
365	Wake Enterprises, Inc.		5,423.75	
366	Wake Forest University Health Sciences	938.05		
367	WakeMed	26,273.67		
368	Washington White LPC LCAS	12,386.53		
369	Watauga Medical Center	(155.30)		
370	Wayne Health Physicians dba Wayne Health Psychiatric Services	175.70		
371	WAYNE MEMORIAL HOSPITAL, Inc.	2,021.88		
372	Waynesboro Family Clinic, P.A.	2,265.70		
373	William Roger Powell LPCS	124.13		
374	William Y Carlton, MD	5,161.44		
375	Wilmington Medical Supply	11,257.14		
376	Winston Psychiatric Associates, PA	14,355.00		
377	Yelverton's Enrichment Services, Inc.	1,739,396.55		
378	Youth Builders, LLC	131,079.35		
379	Youth Extensions, Inc.	266.05		
380	Youth Focus, Inc.	143,420.02		
381	Youth Haven Services Inc	5,991.50		
382	Youth Villages, Inc.	435,976.16		
383	Zephaniah Services PLLC	6,063.75		
		\$80,079,962.42	\$7,355,539.99	\$4,418,894.05



BUDGET DIVISION

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 5, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MELISSA CARDINALI, ASSISTANT COUNTY MANAGER

DATE: 10/31/2018

**SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE
NOVEMBER 5, 2018 BOARD OF COMMISSIONERS' AGENDA**

BACKGROUND

General Fund 101

1) General Government Other - Budget Ordinance Amendment B190995 in the amount of \$500,000 to correct transfers between the General Fund and the Capital Investment Fund

The Board is requested to approve Budget Ordinance Amendment B190995 in the amount of \$500,000. Transfers between funds should be equal. In this case, the transfer out of the General Fund into the Capital Investment Fund was \$500,000 greater than it should have been. This amendment will correct the over stated budget transfer out of the general fund by decreasing the General Fund transfer. Once made, the general fund transfers will match the transfers to the Capital Investment Fund.

Please note this amendment will decrease General Fund fund balance appropriated.

2) Animal Control - Budget Ordinance Amendment B190634 in the amount of \$587 from private donations

The Board is requested to approve Budget Ordinance Amendment B190634 in the amount of \$587 from private donations. These donations will be used to purchase toys, treats, and bedding for the animals in the facility.

Please note this amendment requires no additional county funds.

3) Animal Control - Budget Ordinance Amendment B190636 in the amount of \$3,360 from private donations

The Board is requested to approve Budget Ordinance Amendment B190636 in the amount of \$3,360 from private donations. These donations will be used for medical expenses.

Please note this amendment requires no additional county funds.

4) Public Health - Budget Ordinance Amendment B190021 to recognize state funds from the Division of Public Health – Environmental Health in the amount of \$260,536

The Board is requested to approve Budget Ordinance Amendment B190021 in the amount of \$260,536 representing state funds received from the Division of Public Health-Environmental Health. These funds are to support mosquito control services to abate mosquito populations within Cumberland County due to Hurricane Florence.

Please note this amendment requires no additional county funds.

5) Soil Conservation Department - Budget Ordinance Amendment B191045 to move \$300,000 in grant funds from Engineering to the Soil Conservation Department to be used for stream debris removal

The Board is requested to approve Budget Ordinance Amendment B191045 to move recognized grant funding from the North Carolina Department of Agriculture and Consumer Services – Division of Soil and Water Conservation. These funds were approved during the FY19 budget process. This request is to move the funds to Soil Conservation, as the project will be managed by this department.

Please note this amendment requires no additional county funds.

6) Engineering - Budget Ordinance Amendment B190337 to remove a North Carolina Golden Leaf Foundation grant from the Engineering budget

The Board is requested to approve Budget Ordinance Amendment B190337 in the amount of \$100,000 to remove a North Carolina Golden Leaf Foundation grant from the budget. During the FY19 budget process, we anticipated having funds remaining in the amount of \$100,000, however; all grant funds were spent by the end of FY18. Therefore, this correction is needed so the Engineering Department's budget is not overstated.

Please note this amendment requires no additional county funds.

Capital Investment Fund 107

7) Capital Investment Fund - Budget Ordinance Amendment B191058 to appropriate Capital Investment Fund Balance in the amount of \$300,000

The Board is requested to approve Budget Ordinance Amendment B191058 in the amount of \$300,000 to appropriate Capital Investment Fund Balance for a performing arts center feasibility study. The Board of

County Commissioners approved the feasibility study during the October 18, 2018 special meeting.

Please note this amendment requires appropriation of Capital Investment fund balance.

Community Development Block Grant Disaster Recovery Fund 264

8) Community Development Block Grant Disaster Recovery Fund - Budget Ordinance Amendment B190474 to reconcile funds in the amount of \$42,020

The Board is requested to approve Budget Ordinance Amendment B190474 to adjust the Community Development Block Grant Disaster Recovery Funds (CDBGDR) in the amount of \$42,020. Since this is a two-year grant, a reconciliation was conducted to adjust the FY 2019 grant amount based upon the actual expenditures from FY 2018.

Please note this amendment requires no additional county funds.

Crown Fund 600 and Food and Beverage Fund 200

9) Crown/Food and Beverage - Budget Ordinance Amendment B191179 to transfer funds from Food and Beverage in the amount of \$150,000 and to budget Federal Emergency Management Agency (FEMA) reimbursements in the amount of \$40,000

The Board is requested to approve Budget Ordinance Amendment B191179 to transfer funds from the Food and Beverage fund in the amount of \$150,000 to the Crown Fund. This is for the emergency repair of the ice floor chiller at the Crown Coliseum. Funds in the amount of \$40,000 are being budgeted to recognize FEMA funds for damages related to Hurricane Florence.

Please note this amendment requires appropriation of food and beverage fund balance.

REGARDING THE FOLLOWING ITEMS 10-11 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.

Community Development Fund 265

10) Housing Activities and Public Facilities - Budget Ordinance Amendment B190409 to re-appropriate funds in the amount of \$396,660 for Community Development Housing Activities and \$350,000 for Community Development Public Facilities

The Board is requested to approve Budget Ordinance Amendment B190409 to re-appropriate funds in the

amount of \$396,660 for Community Development Housing Activities and \$350,000 for Community Development Public Facilities. This request is to bring the remaining funds forward that were approved during FY18 and remained unspent at fiscal year-end.

Community Development Home Fund 266

11) Home Administration and Home Housing Activity- Budget Ordinance Amendment B190413 to re-appropriate funds in the amount of \$29,419 for Home Administration and \$561,381 for Home Housing Activity

The Board is requested to approve Budget Ordinance Amendment B190413 to re-appropriate funds in the amount of \$29,419 for Community Development Home Administration and \$561,381 for Community Development Home Housing Activity. This request is to bring the remaining funds forward that were unspent during FY18.

Contingency Funds Report – FY19

The County Manager approved the following uses of contingency funds totaling \$32,195.

- \$22,045 was used for Information Services for DASD mainframe maintenance. During the budget process, funds were budgeted in the Capital Investment Fund for a new mainframe, however the vendor has informed the county that the equipment is not nearing the end of life as originally reported by the vendor. Therefore, only continued maintenance is required at this point.
- \$10,150 was used to fund surveying costs at the Cedar Creek Business Center for a South River Electric Membership Corporation Substation for the installation of three phase power in the Park.

RECOMMENDATION / PROPOSED ACTION

Approve Budget Ordinance Amendments



ASSISTANT COUNTY MANAGER - ENVIRONMENTAL/ COMMUNITY SAFETY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 5, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TRACY JACKSON, ASST. COUNTY MANAGER

DATE: 11/1/2018

**SUBJECT: RESOLUTION OF INTENT TO LEASE CERTAIN REAL PROPERTY TO
HOMETOWN AMERICA SPORTS, INC.**

BACKGROUND

Mr. Jeremy Aagard, General Manager for the SwampDogs, has requested an extension of the current lease agreement with an expiration date of December 31, 2018 (attached) as per the agreed upon process for requesting this extension. Representatives from Hometown America Sports, Inc. and Fayetteville Technical Community College have met and agreed upon a mutually beneficial relationship that includes shared use of J.P. Riddle Stadium. Staff has been involved in discussions with both parties, and it is evident that each party is ready and willing to share the facility and assure it is utilized and maintained to the benefit of the community.

In order to advance this relationship, Hometown America Sports, Inc. desires to address the following items in the existing lease:

- Expand the cap of twenty (20) non-Coastal Plain League (CPL) events to fifty (50) non-CPL events.
- Allow four (4) consecutive one-year extensions to Hometown America Sports, Inc. starting in 2020 and ending in 2023 for the continued use of J.P. Riddle Stadium.

RECOMMENDATION / PROPOSED ACTION

This item was considered by the Facilities Committee at its November 1, 2018 meeting. The Facilities Committee approved this item to move forward to the full Board of Commissioners as a Consent Agenda Item for further consideration at the **November 5, 2018** regular meeting for: 1) the adoption of the initial resolution of intent to lease certain real property, 2) required 30-day advertising as per N.C.G.S. 160A-272, and with one amendment to the proposed contract: The Committee agreed that the SwampDogs should pay 10% to the County in concession fees for all non-CPL events, a change from the previously agreed upon 7% rate, with 3% going to FTCC (see Section 15, "Rent").

The Facilities Committee recommends approval of the intent to lease and required advertising and

adoption of the following resolution:

BE IT RESOLVED that the Cumberland County Board of Commissioners finds that the real property known as J.P. Riddle Stadium and associated facilities located at 2823 Legion Road will not be needed for government purposes for the term proposed for the lease of the property to Hometown Sports America, Inc., and this Board intends to adopt a resolution at its regular meeting to be held on December 17, 2018, approving the lease pursuant to the terms to be advertised as follows:

TAKE NOTICE that the Cumberland County Board of Commissioners has found that the real property described herein will not be needed for government purposes for the term of the lease described herein and that the Board intends to adopt a resolution at its regular meeting to be held on December 17, 2018, approving the lease of J.P. Riddle Stadium and associated facilities located at 2823 Legion Road to Hometown Sports America, Inc. for one years, with an option to renew for four (4) consecutive one year terms, commencing on January1, 2019 at an annual rental rate of \$12,000, and the Lessee shall pay 10% to the County in concession fees for all non-CPL events, a change from the previously agreed upon 7% rate, with 3% going to Fayetteville Technical Committee College.

ATTACHMENTS:

Description

2018 Swampdogs Lease Agreement

Type

Backup Material

Pax et bonumSTATE OF NORTH CAROLINA
AGREEMENT
COUNTY OF CUMBERLAND

2018 LEASE

FOR J. P. RIDDLE STADIUM

Notice of Intent advertised in *Fayetteville Observer* 1/10/2018
Approved by Board of Commissioners 2/19/2018

THIS LEASE AGREEMENT is made and entered into this 6th day of 2018,
2018, by and between Hometown Sports America, Inc., (hereinafter referred to as "the Club"), and
Cumberland County, North Carolina, (hereinafter referred to as "the County").

WITNESSETH:

WHEREAS, the County has leased the county-owned baseball stadium facility known as "J. P. Riddle Stadium" (the "Stadium") to the Club for over ten years for the Club's use as a home field for an amateur baseball club playing in the Coastal Plains League (the "CPL"); and

WHEREAS, it is the desire of the County and the Club to provide the citizens of Cumberland County the opportunity to attend CPL collegiate summer baseball games played at the Stadium; and

WHEREAS, the Club desires to continue to lease the Stadium and use it as its home field for CPL games.

NOW, THEREFORE, for and in consideration of the following terms and conditions, the County and the Club agree as follows:

1. Lease. The County hereby leases to, and the Club leases from the County, that certain County facility known as J.P. Riddle Stadium, including all associated parking and related facilities, for the Club's use as a home field for playing amateur baseball in the CPL.

2. Term. The lease shall become effective upon execution by the County and the Club. The initial term of the lease shall commence on January 1, 2018, and shall terminate on December 31, 2018. The Club shall have the option at its election to extend the lease for a second term of one year, commencing on January 1, 2019, and terminating on December 31, 2019, on the same terms as apply to the initial term. The Club shall give the County ninety days' notice of its election to extend the lease for the second one-year term. Notice of the extension shall be given before October 1, 2018, in writing or by email to the county manager.

3. Staffing. The Club shall, at its sole expense, be responsible for staffing of all Stadium, parking lot, field and related facility positions for Club events and Club-sponsored events.

4. Working Condition. The County shall maintain all mechanical and electrical systems including, but not limited to, field lighting, scoreboard, PA system and plumbing, in good working order.

5. Utilities. The County shall pay utility costs for the facility to include, electric, water and sewer. This shall include the utility charges for field and parking lot lighting, and water for irrigation purposes. The County shall also pay for telephone service for the clubhouse and office. The Club shall pay, in reimbursement of these utility and telephone costs, a flat sum of sum of One Hundred Fifty Dollars (\$150.00) per game during the Club's playing season and for any Club-sponsored event at which baseball games are played, and Two Hundred Fifty Dollars (\$250.00) a month for each month no games are played during the off season.

6. Club-Sponsored Events. The club shall have the right to schedule up to twenty non-CPL events at the Stadium, including but not limited to other college baseball games, college conference tournaments, and regional / national youth baseball tournaments. Scheduling of all such events shall be coordinated with the County Manager or his designee so as not to conflict with any County-sponsored events.

7. County-Sponsored Events. The County shall have the right to sponsor recreation and similar events at the Stadium so long as the same do not conflict with Club events or games, and upon consent of the Club, which shall not unreasonably be withheld.

8. Advertising. The Club shall have the exclusive right to lease advertising media at the Stadium during the term of this lease and to the revenues derived therefrom. All such advertising media shall either be existing advertising media or shall be approved by the County Manager or his designee prior to installation, which approval shall not unreasonably be withheld. The Club shall have exclusive radio and television broadcast rights and privileges for all Club games and Club-sponsored events and to all revenues derived therefrom.

9. Concessions and Concessions Facilities. The Club shall have exclusive rights to operate the concessions and to the revenue derived therefrom including, but not limited to, food, candy, soft drinks, beer, and novelty sales for all Club and Club-sponsored events at the Stadium.

The Club shall have the right of first refusal to operate concessions for all non-Club events, including County-sponsored events. The Club shall also provide or cause to be provided staffing for the concessions, all necessary and appropriate permits and licenses, and concession products and/or inventory. The club shall keep or cause to be kept the concession facilities in such condition as to maintain an "A" grade sanitation rating from the Cumberland County Health Department.

10. Use of Office, Storage & Locker Rooms. The Club shall have exclusive use of the offices and designated storages area(s) at all times, and exclusive use of the locker rooms from May 15th through August 30th. The County shall continue to have the right to store its equipment associated with performing its maintenance responsibilities under this Lease at the Stadium.

11. Insurance. During the term of this lease, the Club shall obtain and keep in force all insurance in such amounts, with such deductibles, and with only such exemptions and exclusions, as the County's Risk Manager shall reasonably require from time to time. Such coverages shall have a minimum of \$1 million liability limit per occurrence for all property damage and bodily injury and provide for a minimum of \$1 million excess liability or same in a commercial umbrella policy. The County shall be listed as additional named insured on all such policies. The Club shall provide certificates of insurance to the County's Risk Manager with such frequency as to demonstrate that the insurance coverage required hereunder is continuously in effect and shall not have lapsed. All such insurance policies shall require that the County Risk Manager be given at least thirty (30) days written notice prior to the termination or cancellation of any such policy.

12. Sub-leasing. Any sub-lease of the Stadium shall require prior written approval of the County Manager or his designee. This Lease shall not be assigned without the prior written approval of the County Board of Commissioners.

13. Maintenance.

(a) The County shall perform all regular maintenance including, but not limited to, regular mowing, edging, and fertilizing of playing surface, security, parking lot, and post-game ballpark clean-up. The County also shall maintain all electrical and mechanical systems for the field lighting, PA system, scoreboard and plumbing. The County shall provide and maintain the stadium's location/identification sign in the parking lot to include lights. The County shall further maintain the backstops, dugouts, foul poles, and outfield fence. The County shall also maintain all

structures and/or buildings, to include the clubhouse, public restrooms, concession buildings, press box, ticket booth, bleachers and box seats.

(b) The Club shall be responsible for dragging and lining the field for CPL games and any other baseball games sponsored by the Club, and clean-up of concessions and locker areas. The Club shall provide or cause to be provided staffing for all Club events, to include the stadium, parking lot attendants and security, crowd security, and field and related facility positions. The Club shall maintain the HVAC system for the Club office as well as provide janitorial service for it. The Club shall further provide and maintain a field tarp and batter's cage. The Club shall maintain the batters'/pitchers' tunnel. The Club shall provide and maintain or cause to be maintained, serviced and repaired its concession equipment, to include cookers/grills, coolers/freezers, drink dispensers, and any appropriate miscellaneous food or beverage handling equipment or storage. The Club shall also be responsible for maintaining and keeping in good repair any signage which it may employ for advertising and/or marketing purposes.

14. Scheduling. The Club shall submit a schedule to the County Manager or his designee no later than February 15th of each year. No CPL game shall be re-scheduled so as to conflict with another scheduled use of the Stadium without express prior written permission of the County Manager or his designee.

15. Rent. The Club shall pay to the County a combined rent and consideration for the concession rights granted to the Club for CPL games in the total amount of Twelve Thousand Dollars (\$12,000) with half to be due on July 1 and August 1 of each lease year. In addition, the Club shall pay the County seven percent (7%) of the gross revenues derived from concessions at non-CPL events, to be due monthly in arrears not later than the tenth day of each month for all such non-CPL event concession sales in the preceding month. A late payment fee of five percent (5%) shall be due and included in any payments due under this Lease and which are not received by the County by the fifteenth calendar day after it is due.

16. Notice. Any notice required or permitted hereunder shall be effective if hand delivered, or mailed certified mail, return receipt requested, to the County at: Cumberland County, Attention: County Manager, P.O. Box 1829, Fayetteville, N.C. 28302, and to the Club at: Attention: President, Hometown Sports America, Inc. C/O Fayetteville Swampdogs, P.O. Box

64691, Fayetteville, NC 28306. Either party may change the address for notification hereunder by a notice delivered to the other party in compliance with this section.

17. Entire Agreement. This lease agreement contains and represents the entire agreement between the County and the Club, and may not be altered, amended, modified or revised except in a writing signed by the parties.

IN WITNESS WHEREOF, the parties do execute this Lease as of the date first above written and affix their respective seals hereto by their authorized representatives, pursuant to authority duly given, and as their respective official act, intending so to be bound.

Lessee:

Hometown Sports America, Inc.

By:

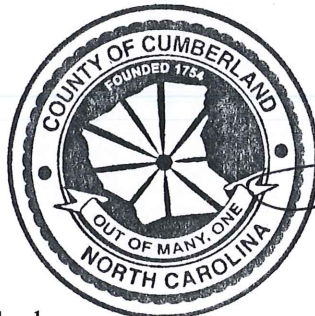
(Vice) President

Corporate Seal

Attest:

(Asst.) (Secretary)

Lessor:



Cumberland County

By:

Larry Lancaster, Chairman
Board of Commissioners

County Seal

Attest:

Candice White, Clerk to the Board



ASSISTANT COUNTY MANAGER - ENVIRONMENTAL/ COMMUNITY SAFETY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 5, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TRACY JACKSON, ASST. COUNTY MANAGER

DATE: 11/1/2018

**SUBJECT: WAIVER OF SOLID WASTE FEES FOR SPERANZA MOBILE HOME PARK
DEBRIS DUE TO HURRICANE FLORENCE**

BACKGROUND

At the October 15, 2018, Board of Commissioners' Meeting during Public Comments, Mr. Mike Speranza, co-owner of Speranza Mobile Home Park located off West Manchester Road in Spring Lake, requested that Solid Waste fees be waived for twenty-nine mobile homes that his family owns which were damaged during Hurricane Florence due to flooding. Staff have visited the property in question and estimated that the amount of demolition material fees to be waived will be approximately \$14,500. This may also involve labor, equipment, and transportation costs associated with the debris removal if the Speranza's cannot provide the debris removal. The waiver of tipping fees and/or removal cost is typically not reimbursable to the County by FEMA because the debris is on private, commercial property. It is worth noting that after Hurricane Matthew, a similar situation occurred at a local mobile home park, and the owner was required to remove storm-related debris without a waiver of tipping fees or other assistance from the County.

Rather than a waiver, staff recommends the amount of the tipping fees for the tonnage accepted be placed on the property in question as a lien to be recovered when and if the parcel associated with the Speranza Mobile Home Park is sold.

RECOMMENDATION / PROPOSED ACTION

On November 1, 2018, the Finance Committee approved forwarding this to the full Board of Commissioners as a Consent Agenda item at the **November 5, 2018** regular meeting with the stipulation that the amount of the tipping fees for the tonnage accepted be placed on the property in question as a lien to be recovered when and if the parcel associated with the Speranza Mobile Home Park is sold.



DEPARTMENT OF SOCIAL SERVICES

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 5, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: BRENDA JACKSON, DIRECTOR, DEPARTMENT OF SOCIAL SERVICES

DATE: 10/18/2018

**SUBJECT: APPROVAL OF CONTRACT TO ADMINISTER THE CRISIS
INTERVENTION PROGRAM (CIP) AND LOW INCOME ENERGY
ASSISTANCE PROGRAM (LIEAP)**

BACKGROUND

The Cumberland County Department of Social Services has contracted with and outsourced its Energy Program to the Salvation to effectively administer the program. Due to limited space and personnel at the main building to accommodate upwards of 10,000 yearly applications, it was deemed necessary to contract with an external agency. This outsourcing has afforded CCDSS the opportunity to focus on other essential day to day business functions while continuing to meet the citizens' needs via an external entity. Previously, we were forced to rely on temporary staff who had to be trained to administer the program while the Salvation Army has a relatively low turnover rate and can offer knowledgeable and proficient staff.

RECOMMENDATION / PROPOSED ACTION

We respectfully request your approval to contract with The Salvation Army again, in FY 18-19, in the amount of \$251,713. Of this amount, there are no County funds required.

ATTACHMENTS:

Description

FY19 CONTRACT - THE SALVATION ARMY

Type

Backup Material

Contract # 2019228 Fiscal Year Begins July 1, 2018 Ends June 30, 2019

This contract is hereby entered into by and between the Cumberland County Department of Social Services (the "County") and The Salvation Army, A Georgia Corporation for The Salvation Army of Fayetteville (the "Contractor") (referred to collectively as the "Parties"). Contractor's federal tax identification number is on file with the Cumberland County Finance Department.

1. Contract Documents: This Contract consists of the following documents:

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
- (8) Federal Certification Regarding Lobbying (Attachment G)
- (9) Federal Certification Regarding Debarment (Attachment H)
- (10) HIPAA Business Associate Addendum (Attachment I)
- (11) Certification of Transportation (Attachment J) – *Not applicable*
- (12) IRS federal tax-exempt letter or 501 (c) (Attachment K)
- (13) Certain Reporting and Auditing Requirements (Attachment L)
- (14) State Certification (Attachment M)
- (15) Certification Regarding Nondiscrimination, Clean Air Act, Clean Water Act (Attachment N)
- (16) Salvation Army Policy Statement on Relationships with Other Groups and Organizations
- (17) E-Verify/Iran Divestment Form
- (18) Request for Legal Review

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. Precedence Among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. Effective Period: This contract shall be effective on July 1, 2018 and shall terminate on June 30, 2019. This contract must be twelve months or less.

4. Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$251,713.00. This amount consists of \$251,713.00 in Federal funds, \$0.00 in State Funds, \$0.00 in County funds, \$0.00 TANF/MOE.

☒ a. There are no matching requirements from the Contractor.

☐ b. The Contractor's matching requirement is \$_____, which shall consist of:

- | | |
|---|--|
| <input type="checkbox"/> In-kind | <input type="checkbox"/> Cash |
| <input type="checkbox"/> Cash and In-kind | <input type="checkbox"/> Cash and/or In-kind |

The contributions from the Contractor shall be sourced from non-federal funds.

The total contract amount including any Contractor match shall not exceed \$251,713.00

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 455.105, 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 County: Cumberland Mailing Address: P.O. Box 878 City, State, Zip: Fayetteville, NC 28302 Telephone: (910) 677-2021 Fax: (910) 677-2886 Email: jasmenlima@ccdssnc.com	Name & Title: Jasmen Lima, Accounting Technician II County: Cumberland Street Address: 1225 Ramsey Street City, State, Zip: Fayetteville, NC 28301

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title: Major Tim and Cheryl Grider Company Name: The Salvation Army Mailing Address: 220 E. Russell Street City State Zip: Fayetteville, NC 28301 Telephone: (910) 483-8119 Fax: Email: tim.grider@uss.salvationarmy.org	Name & Title: Company Name: The Salvation Army Street Address: 1424 Northeast Expressway City State Zip: Atlanta, Georgia 30329-2088

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

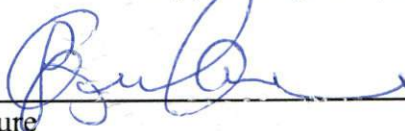
13. Federal Certifications:

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.

14. Signature Warranty: 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.

The Salvation Army, A Georgia Corporation for The Salvation Army of Fayetteville: will comply with all applicable laws associated with the Application and Agreement

X  AUG 23 2018
Signature Date


RALPH BUKIEWICZ

Vice President

Printed Name

Title

County:

 9-24-18
Signature Date

Brenda Reid Jackson

Director

Printed Name

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: _____
COUNTY ATTORNEY'S OFFICE
Expires: 30 June 2019
(X) RENEWABLE
() NON-RENEWABLE

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 or any act or omission 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 self-insurance 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.
 - (l) 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: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the 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 determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Provider 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 the County and the Contractor and attached to the contract.

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.

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 100-506, 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 suspected or 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 Division. 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.

E-Verify

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), 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: www.uscis.gov

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 in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs 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.

- G) Assume the responsibility of processing the applications and submitting to DSS the approved client lists for payment processing to vendors. The Contractor will return any refunds that are received from vendors that were paid with energy assistance funds.
- H) Maintain all required records for three years after the county makes final payments or all other pending matters are closed, whichever is later.
- I) Provide the county, state, or federal government, or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- J) Provide DSS with a 90-day advance notice if requested to terminate the contract.
- K) Any approvals completed by Thursday of each week must be submitted to DSS by the 1st work day of the following week.
- L) Adhere and comply to any changes regarding Energy Programs coming from Local, State and Federal levels.
- M) Share contract duties and responsibilities with all Salvation Army departments within the Fayetteville offices.

The Contractor will maintain completed case files and index to recipients in accordance with the records retention law.

The Contractor will provide, by the 10th of each month, a complete listing of all clients, account numbers, and vendors paid the prior month, until the program funds are depleted. A final report, as indicated in the Energy Manual (Figure 900-5), will be due at the close of the program activities.

The Contractor will comply with all confidentiality regulations with regard to the protection of client specific information, as required by law. All information contained on an input form, printed on any output documents, and keyed into the system is considered to be confidential.

Insofar as practical, the CONTRACTOR shall cooperate with the operation schedule of the COUNTY and with other personnel employed, retained, or hired by the COUNTY.

C. Negotiated County Rate: N/A

D. Number of units to be provided: N/A

E. Details of Billing process and Time Frames;

The total expenditure under this agreement shall not exceed \$251,713.00

The contractor shall bill the County by the 5th business day of the month following services. The County ensures all invoices will be processed within 30 days.

F. Area to be served/Delivery site(s): Cumberland County

The Salvation Army, A Georgia Corporation,
will comply with all applicable laws associated
with the Application and Agreement.

X  RALPH BUKIEWICZ
(Signature of Contractor) Vice President


(Signature of County Authorized Person)

AUG 23 2018
(Date Submitted)

9-24-18
(Date Submitted)

ATTACHMENT B – Scope of Work

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: The Salvation Army, A Georgia Corporation for The Salvation Army of Fayetteville

2. *If different from Contract Administrator Information in General Contract:*

Address: same

Telephone Number: 910-483-8119 Fax Number: _____ Email: tim.grider@uss.salvationarmy.org

3. Name of Program (s): Energy Programs

4. Status: () Public (☒) Private, Not for Profit () Private, For Profit

5. Contractor's Financial Reporting Year October 1 through September 30

B. Explanation of duties to be provided and to whom (include SIS Service Code):

The County agrees to:

- A) Provide hearing officers for denial appeals of application of energy assistance.
- B) Provide training and technical assistance to Salvation Army staff on procedures for taking applications and determining eligibility. NC FAST training will be provided for staff for Energy Assistance Programs as the implementation of the system progresses.
- C) Maintain fiscal responsibility for the program.
- D) Not allow disclosure of information in case records of any WFFA, food stamp, MA, Energy, or Service applicant/recipient (a/r) to other agencies.
- E) Act as liaison, as necessary, between the State and the Contractor to insure program integrity and compliance with reporting requirements.
- F) Reserve the right to have an auditor, as deemed appropriate by the County as part of its single audit procedure, review any facet of the administration of this program during its existence.
- G) Assume the responsibility for verification of income, review and approval of energy forms, and of writing checks to vendors for energy assistance payments.
- H) Allow the State Office to mail all forms, instructions, payment schedules, etc., to county departments. DSS is responsible for coordinating with the contracting agency.

The Contractor agrees to:

- A) Take and process applications for the Crisis Intervention, Low Income Energy Assistance Program (LIEAP), Project Share and Share The Warmth programs (known collectively as the "Energy Programs") in accordance with the State of North Carolina Energy Manual utilizing the DSS-8178, CIP Application. Applications will be taken during normal County business hours of 8am to 4:30pm Monday to Friday, with the exception of Cumberland County Governmental closings due to inclement weather and certain holidays to include New Year's Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving (2 days) and Christmas (2 days).
- B) Provide space and equipment to operate the program at a location within Cumberland County.
- C) Hire additional staff as needed to carry out this program. All hiring must be in compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (29 CFR Part 60). (41 CFR)
- D) Assume responsibility for any and all errors made by the Contractor or any of its staff members in determining program eligibility.
- E) In connection with the performance of this Agreement, the Contractor shall comply with Title VI and VII of the Civil Rights Act of 1964 and 1991, Section 504 of the Rehabilitation Act of 1973 and the American with Disabilities Act of 1990 (ADA) and all requirements imposed by Federal regulations, rules and guidelines issued pursuant to these Titles for both personnel employed and clients served under this program.
- F) The Contractor shall not subcontract for the services described herein without first informing DSS and obtaining written approval.

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:

1. 220 E. Russell Street
(Street address)

Fayetteville, Cumberland County, NC 28301
(City, county, state, zip code)

2. _____
(Street address)

(City, county, state, zip code)

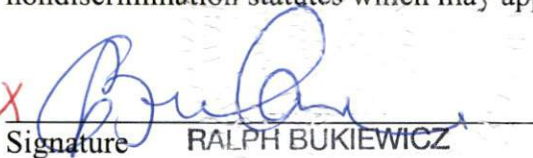
Contractor will inform the County of any additional sites for performance of work under this agreement.

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.

X 
Signature RALPH BUKIEWICZ

Vice President
Title

The Salvation Army,
A Georgia Corporation for The Salvation Army
of Fayetteville

Agency/Organization

AUG 23 2018
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 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 board's 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:

The Salvation Army,
A Georgia Corporation for The Salvation Army of Fayetteville
Name of Organization

X [Signature] RALPH BUKIEWICZ
Signature of Organization Official Vice President

AUG 23 2018

Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of GEORGIA

County of WALTON

I, RENEE BUFFINGTON, Notary Public for said County and State, certify that RALPH BUKIEWICZ
personally appeared before me this day and acknowledged that he/she is the Vice President
of The Salvation Army, A Georgia Corporation for The Salvation Army of Fayetteville and by that authority duly
given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was read
adopted (please circle one) by Board of Trustees.

Sworn to and subscribed before me this 23RD day of August, 2018.

(Official Seal)



My Commission expires _____, 20____

[Signature]
Notary Public

ATTACHMENT E - OVERDUE TAXES

THE SALVATION ARMY
220 E. Russell Street
Fayetteville, NC 28301
910-483-8119

July 01, 2018

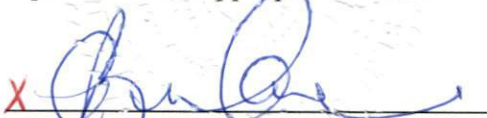
To: Cumberland County Department of Social Services

Certification:

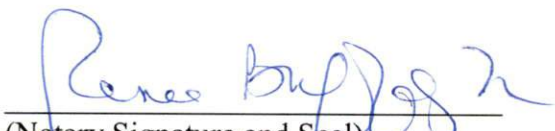
I certify that The Salvation Army, A Georgia Corporation for The Salvation Army of Fayetteville does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c)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

Sworn Statement:

RALPH BUKIEWICZ, being duly sworn, says that I am the Vice President respectively, of The Salvation Army, A Georgia Corporation for The Salvation Army of Fayetteville of Fayetteville in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

X 
Signature RALPH BUKIEWICZ

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


(Notary Signature and Seal) RENEE BUFFINGTON

My Commission Expires



¹ G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

ATTACHMENT F

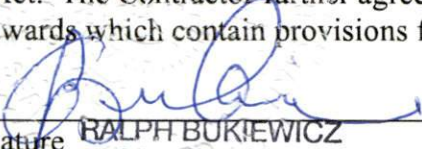
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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.

X 
Signature RALPH BUKIEWICZ Vice President
Title _____

The Salvation Army,
A Georgia Corporation for The Salvation Army
of Fayetteville

Agency/Organization

AUG 23 2018
Date

(Certification signature should be same as Contract signature.)

ATTACHMENT G

CUMBERLAND COUNTY DEPARTMENT OF SOCIAL SERVICES/HUMAN SERVICES

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Notwithstanding other provisions of federal OMB Circulars A-122 and A-87, costs associated with the following activities are unallowable:

Paragraph A.

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
- (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are excepted from the coverage of Paragraph A:

Paragraph B.

- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State

legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.

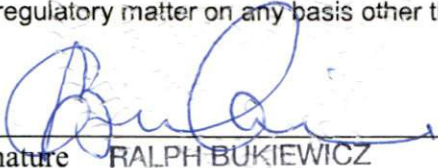
- (2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.
- (3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

Paragraph C.

- (1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B. (3).
- (2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.
- (3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.
- (4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.
- (5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

Paragraph D.

Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.

X 
Signature RALPH BUKIEWICZ

Vice President
Title

The Salvation Army
A Georgia Corporation for The Salvation Army
of Fayetteville

Agency/Organization

AUG 23 2018
Date

(Certification signature should be same as Contract signature.)

ATTACHMENT H

CUMBERLAND COUNTY DEPARTMENT OF SOCIAL SERVICES/HUMAN SERVICES

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

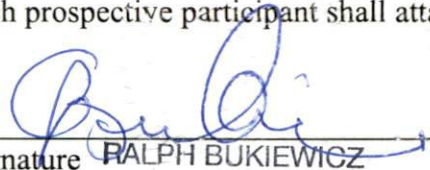
Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
 2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred,
- Federal Certification - Debarment (06/2015)

ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

X 
Signature RALPH BUKIEWICZ

Vice President
Title

The Salvation Army, A Georgia Corporation for
The Salvation Army of Fayetteville
Agency/Organization

AUG 23 2018
Date

(Certification signature should be same as Contract signature.)

ATTACHMENT I

Cumberland County Department of Social Services/Human Services

DEPARTMENT OF HEALTH AND HUMAN SERVICES BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective the 1st day of July, 2018, by and between Cumberland (County Department of Social Services) ("Covered Entity") and The Salvation Army, A Georgia Corporation for The Salvation Army of Fayetteville (name of contractor) ("Business Associate") (collectively the "Parties").

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled (identify contract) The Salvation Army (the "Contract"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of Cumberland County as the Cumberland County Department of Social Services (DSS) as a health care component for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- b. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- c. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- d. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- e. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.
- f. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.
- g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Cumberland County Department of Social Services, in a time and manner designated by the Secretary, for purposes of the Cumberland County Department of Social Services determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
 - 1) would not violate the Privacy Rule if done by Covered Entity; or
 - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:
 - 1) disclosures are Required By Law; or
 - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
 - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
- c. **Effect of Termination.**
 - 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

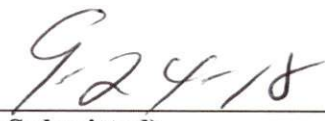
6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

X  RALPH BUKIEWICZ
(Signature of Contractor) Vice President


(Signature of County Authorized Person)

AUG 23 2018
(Date Submitted)


(Date Submitted)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit 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 non profit 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 non profits.

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 non profit'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 non profit 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 [Taxpayer Advocate Service](#), an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.


A private non profit 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 non profit 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.

CINCINNATI OH 45999-0038

In reply refer to: 0248288031
Feb. 07, 2018 LTR 4168C 0
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00018146
BODC: TE

 THE SALVATION ARMY
TERRITORIAL HEADQUARTERS
% LEGAL DEPARTMENT
1424 NORTHEAST EXPY NE
BROOKHAVEN GA 30329

012101

Employer ID Number: 58-0660607
Form 990 required: No

Dear Taxpayer:

This is in response to your request dated Jan. 29, 2018, regarding your tax-exempt status.

We issued you a determination letter in October 1955, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(i).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

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Feb. 07, 2018 LTR 4168C 0
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00018147

THE SALVATION ARMY
TERRITORIAL HEADQUARTERS
% LEGAL DEPARTMENT
1424 NORTHEAST EXPY NE
BROOKHAVEN GA 30329

Sincerely yours,

A handwritten signature in black ink, appearing to read "K. A. Billups". The signature is fluid and cursive, with the first name "K" being particularly large and stylized.

Kim A. Billups, Operations Manager
Accounts Management Operations 1

Attachment L
Notice of Certain Reporting and Audit Requirements

Grantee shall comply with all rules and reporting requirements established by statute or administrative rules. All reports must be submitted to the addresses below.

The applicable prescribed requirements are found in North Carolina General Statute 143C-6-22 & 23 entitled "Use of State Funds by Non-State Entities" and Implementation of Required Rules, 09 NCAC 03M .0102 -0802, North Carolina Administrative Code, issued September 2005.

The Contractor's fiscal year runs from **October 1** to **September 30**.

G.S. 143C-6-23 requires every nongovernmental entity that receives State or Federal pass-through grant funds directly from a State agency to file annual reports on how those grant funds were used. There are 3 reporting levels which are determined by the total direct grant receipts from all State agencies in your fiscal year:

- Level 1: Less than \$25,000
- Level 2: At least \$25,000 but less than \$500,000
- Level 3: \$500,000 or more

A grantee's reporting date is determined by its fiscal year end and the total funding received directly from all State agencies. For those grantees receiving less than \$500,000, the due date is 6 months from its fiscal year end. For those receiving \$500,000 or more, the due date is 9 months from its fiscal year end. In addition to the reports, grantees receiving \$500,000 or more must submit a yellow book audit in electronic or hard copy to the Office of the State Auditor and to all funding State agencies at the addresses below.

All annual grantee reports required by GS 143C-6-23 must be completed online at www.NCGrants.gov. The online reporting system will automatically place your organization on the Noncompliance list if your reports have not been completed in www.NCGrants.gov by your required due date.

To access the online grants reporting system go to www.NCGrants.gov and click on the LOGIN tab at the top of the page. You must have a NCID to access the online reporting system. To obtain a user manual or request assistance with the system please go to <https://www.ncgrants.gov/NCGrants/Help.jsp>. You can also email requests for assistance directly to NCGrants@osbm.nc.gov.

Once you have logged in you will see your "Grantee Summary / Data Entry Screen".

- Your summary screen will identify your correct level of reporting, i.e., Level 1, 2 or 3, based on the State grant funds paid to your organization during your fiscal year.
- The summary will show all the grants contained in the www.NCGrants.gov system that have been awarded to your organization. The program will automatically provide links to the reports that correspond to your reporting level, and only those reports, for each grant. Check to make sure that the grant(s) shown in the system correspond with what you show as having received from each agency for your fiscal year.
- If you have questions, need help in resolving any differences between your records and online reporting system or need corrections to be made to the data you enter, send an e-mail to NCGrants@osbm.nc.gov to request help.

All grantees must file their required reports online at www.NCGrants.gov without exception.

IMPORTANT NOTE FOR AUDITS

If you expend more than \$500,000 in Federal grant funds from all sources, then you must have an A-133 single audit performed. If you are at this level for federal reporting and you are required to file a yellow book audit with the State under G.S. 143C-6-23, then you may substitute the A-133 audit for the yellow book audit.

If you are required to have an A-133 audit performed and you receive any Federal grant funds passed through the North Carolina Department of Health and Human Services, you are required to file the A-133 audit with the North Carolina Department of Health and Human Service.

If you expend more than \$500,000 and you are required to file a yellow book audit with the State Auditor under G.S. 143C-6-23, then you are also required to file the yellow book audit with the North Carolina Department of Health and Human Service.

A planned enhancement to the system is the capability for the grantee to directly upload a pdf version of their audit directly into the online system where it will be accessible to both the funding agency/agencies and the Office of the State Auditor.

Please send the required audit to the following address:

Mail to: DHHS Office of the Controller
Attention: Audit Resolution
2019 Mail Service Center
Raleigh, NC 27699-2019

Or direct delivery to: 1050 Umstead Drive
Raleigh, NC 27606

Equipment Purchased with Contract Funds:

Title to equipment costing in excess of \$500.00 acquired by the Contractor with funds from this contract shall vest in the Contractor, subject to the following conditions.

- A. The Contractor shall use the equipment in the project or program for which it was acquired as long as needed. When equipment is no longer needed for the original project or program or if operations are discontinued, or at the termination of this contract the Contractor shall contact the Division for written instructions regarding disposition of equipment.
- B. With the prior written approval of the Division, the Contractor may use the equipment to be replaced as trade-in against replacement equipment or may sell said equipment and use the proceeds to offset the costs of replacement equipment.
- C. For equipment costing in excess of \$500.00, equipment controls and procedures shall include at a minimum the following:
 - 1. Detailed equipment records shall be maintained which accurately include the:
 - a. Description and location of the equipment, serial number, acquisition date/cost, useful life and depreciation rate;
 - b. Source/percentage of funding for purchase and restrictions as to use or disposition; and
 - c. Disposition data, which includes date of disposal and sales price or method used to determine fair market value.
 - 2. Equipment shall be assigned a control number in the accounting records and shall be tagged individually with a permanent identification number.
 - 3. Biennially, a physical inventory of equipment shall be taken and results compared to accounting and fixed asset records. Any discrepancy shall immediately be brought to the attention of management and the governing board.
 - 4. A control system shall be in place to ensure adequate safeguards to prevent loss, damage, or theft of equipment and shall provide for full documentation and investigation of any loss or theft.
 - 5. Adequate maintenance procedures shall be implemented to ensure that equipment is maintained in good condition.
 - 6. Procedures shall be implemented which ensure that adequate insurance coverage is maintained on all equipment. A review of coverage amounts shall be conducted on a periodic basis, preferably at least annually.
- D. The Contractor shall ensure all subcontractors are notified of their responsibility to comply with the equipment conditions specified in this section.

Use these charts to determine GS 143C-6.23 reporting requirements.

Total Funds from All State Agencies	Reports Due (Key all reports into online reporting system at www.NCGrants.gov , including online submission of the audit when the system has the capability). Until that point, audits should be mailed to both the Office of the State Auditor and the NC Department of Health and Human Services (DHHS).)	Reports Due Date
Level 1 \$1 - \$24,999	<ul style="list-style-type: none"> • Certification • State Grants Compliance Reporting Receipt of < \$25,000.* 	Within 6 months of entity's fiscal year end
Level 2 \$25,000 - \$499,999	<ul style="list-style-type: none"> • Certification • State Grants Compliance Reporting Receipt of >= \$25,000 • Schedule of Receipts and Expenditures* • Program Activities and Accomplishments 	Within 6 months of entity's fiscal year end
Level 3 \$500,000 or more	<ul style="list-style-type: none"> • Certification • State Grants Compliance Reporting Receipt of >= \$25,000 • Audit [A-133 Single Audit if >= \$500,000 in federal funds or Yellow Book Audit] • Schedule of Federal and State Awards (May be included in the audit) • Program Activities and Accomplishments 	Within 9 months of entity's fiscal year end

Use this chart to determine where to send copies of GS 143C-6.23 reports.

Grantees receiving \$500,000 or more must send one copy of each audit report to DHHS.	<p>Mail to: DHHS Office of the Controller Attention: Audit Resolution 2019 Mail Service Center Raleigh, NC 27699-2019</p> <p>Or direct delivery to: 1050 Umstead Drive Raleigh, NC 27606</p>
<p>Grantees receiving \$500,000 or more must send one copy of each audit report to the State Auditor.</p> <p>In addition, grantees must submit copies of their audits to www.NCGrants.gov for compliance purposes.</p>	<p>Mail to: Office of the State Auditor 20601 Mail Service Center Raleigh, NC 27699-0601</p> <p>Or direct delivery to: 2 South Salisbury Street Raleigh, NC 27603</p>

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: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- 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: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- 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: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

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: www.uscis.gov 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: The Salvation Army, A Georgia Corporation for The Salvation Army of Fayetteville

Contractor's
Authorized Agent: Signature X  Date AUG 23 2018

Printed Name RALPH BUKIEWICZ Title Vice President

Witness: Signature  Date AUG 23 2018

Printed Name Regina Adair Title _____

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 (TTY) 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.
- 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)).

**The Salvation Army, A Georgia Corporation,
will comply with all applicable laws associated
with the Application and Agreement.**

X 
Signature RALPH BUKIEWICZ

Vice President
Title

The Salvation Army, a Georgia Corporation for
The Salvation Army of Fayetteville
Agency/Organization

AUG 23 2018
Date

(Certification signature should be same as Contract signature.)



THE SALVATION ARMY POLICY STATEMENT ON RELATIONSHIPS WITH OTHER GROUPS AND ORGANIZATIONS

The Salvation Army in the United States works cooperatively with many groups - governmental, social service, civic, religious, business, humanitarian, educational, health, character building, and other groups - in the pursuit of its mission to preach the Christian Gospel and meet human need.

Any agency, governmental or private, which enters into a contractual or cooperative relationship with The Salvation Army should be advised that:

1. The Salvation Army is an international religious and charitable movement, organized and operated on a quasi-military pattern, and is a branch of the Christian church.
2. All programs of The Salvation Army are administered by Salvation Army Officers, who are ministers of the Gospel.
3. The motivation of the organization is love of God and a practical concern for the needs of humanity.
4. The Salvation Army's provision of food, shelter, health services, counseling, and other physical, social, emotional, psychological and spiritual aid, is given on the basis of need, available resources and established program policies.

Organizations contracting and/or cooperating with The Salvation Army may be assured that because The Salvation Army is rooted in Christian compassion and is governed by Judeo-Christian ethics, The Salvation Army will strictly observe all provisions of its contracts and agreements.

Commissioners Conference:
May-96



CONTRACT #: 2019228

IRAN DIVESTMENT ACT CERTIFICATION. 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.

E-VERIFY. 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."

Company Name: **The Salvation Army, A Georgia Corporation for The Salvation Army of Fayetteville**

X 
Authorized Signer

Date AUG 23 2018

RALPH BUKIEWICZ
Vice President

• Upload a PDF Filing • Order a Document Online • Add Entity to My Email Notification List • View Filings

Non-Profit Corporation

Legal Name

The Salvation Army

Information

SosId: 0300724

Status: Current-Active

Annual Report Status: Not Applicable

Citizenship: Foreign

Date Formed: 12/27/1927

State of Incorporation:

GA

Registered Agent: Hobgood, William Edward

Addresses

Mailing	Reg Office	Reg Mailing
1424 N East Expressway Atlanta, GA 30329	501 Archdale Drive Charlotte, NC 28217	501 Archdale Drive Charlotte, NC 28217

CONTRACTOR'S CERTIFICATION FOR LEGAL REVIEW OF CONTRACT WITH CUMBERLAND COUNTY

The undersigned, on behalf of the contractor or vendor named below, certifies with respect to the attached contract between Cumberland County and The Salvation Army, A Georgia Corporation for The Salvation Army of Fayetteville as follows:

1. The contractor is
☐ an individual
☐ a corporation
☐ a limited liability company
☐ a unit of local government
☒ other: 501(c)(3) (If the contractor is described as "other," a certified copy of the legal documents by which it is organized must be attached.)
2. The contractor's business address is 220 E. Russell Street, P.O. Box 514, Fayetteville, NC 28301.
 (If this is an out-of-state address, the contract must be signed by the contractor before it is reviewed.)
3. If the contractor is not an individual or a unit of local government, is it registered with the Secretary of State to do business in North Carolina?
☒ Yes (Attach a copy of the screen page from NC Secretary of State Website showing active status.)
☐ No (If it is not registered with the North Carolina Secretary of State, a certificate of good standing from the Secretary of State in the state in which it is organized must be attached.)
4. The individual or individuals making this certification and signing the contract on behalf of the contractor are duly authorized to do so by action of the contractor.

If the contract was prepared or drafted by contractor or contractor's attorney, complete the following additional certifications:

5. This contract is made subject to the laws of the State of North Carolina.
6. This contract ☐ does ☒ does not contain a provision which may require the county to indemnify the contractor. If it does contain this indemnity provision, the maximum amount for which the county may liable under this indemnity is \$ _____. (An indemnity provision that is not capped may result in the contract not being accepted by the county.)
7. All obligations incurred by the county under the terms of this contract terminate on the following date:
June 30, 2019. (Any contract provision which extends the obligations of the county beyond the date the contract terminates will not be accepted by the county.)

The contractor agrees that the county does not waive its rights as to any provisions of the contract which are against the public policy of the State of North Carolina, regardless of the choice of law stated in the contract.

Certified by RALPH BUKIEWICZ for the contractor stated above.

Signature: ☒ 

Date Submitted: AUG 23 2018



BOARD OF COMMISSIONERS' OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 5, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 10/31/2018

**SUBJECT: FAYETTEVILLE AREA CONVENTION AND VISITORS BUREAU (FACVB)
BOARD OF DIRECTORS (2 VACANCIES)**

BACKGROUND

The Fayetteville Area Convention and Visitors Bureau (FACVB) Board of Directors has the following two (2) vacancies:

Hotel/Motel Over 100 Rooms Representative:

Laura Leal – completed first term. Eligible for reappointment. Ms. Leal has indicated she is willing to serve a second term on the FACVB. (See attached.)

At-Large Representative:

Becki Kirby – completed first term. Eligible for reappointment. Ms. Kirby has indicated she is willing to serve a second term on the FACVB. (See attached.)

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

RECOMMENDATION / PROPOSED ACTION

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

ATTACHMENTS:

Description
FACVB Nomination Backup Information

Type
Backup Material

Fayetteville Area Convention and Visitors Bureau Board of Directors

The purpose of the Fayetteville Area Convention and Visitors Bureau Board of Directors is to encourage travel and tourism in Cumberland County and to engage in any lawful act or activity for which non-profit corporations may be organized under Chapter 55A of the North Carolina General Statutes.

Statutory Authorization: Chapter 983, House Bill 1590

Member Specifications:

11 Members with Specific Categories:

- Cumberland County Manager or his/her designee (1)
- Manager of the City of Fayetteville or his/her designee (1)
- General Manager of the Crown Complex or his/her designee (1)
- Representatives nominated by hotels and motels within the county which have in excess of 100 rooms and appointed by the County Commissioners. (2)
- Representatives nominated by hotels and motels within the county which have less than 100 rooms and appointed by the County Commissioners. (2)
- Chairman of the Airborne Special Operations Museum Board of Directors (1)
- Representative of a hotel or motel within Cumberland county which has rooms subject to the Occupancy Tax and meeting space in excess of 6,000 square feet which shall be elected by the Board of Directors upon recommendation of a Nominating Committee appointed by the Chairman (1)
- Representative of a hotel or motel within Cumberland county which has rooms subject to the Occupancy Tax and shall be elected by the board of Directors upon recommendation of a Nominating Committee appointed by the chairman (1)
- At-large member, appointed by the Board of County Commissioners which is representative of one or more of the following groups: 1) arts/cultural community; 2) business community; 3) military; and has a demonstrated interest in travel and tourism in the County (1)

Term: 3 Years

Compensation: None

Duties:

- Responsible for reviewing, approving and monitoring the financial integrity of the Fayetteville Area Convention and Visitors Bureau;
- Helps establish and monitor the implementation and administration of policies and programs;
- Approves and supports the Fayetteville Area Convention and Visitors Bureau's programs within the community;

- Hire, support and evaluate the performance of the President and CEO of the Fayetteville Area Convention and Visitors Bureau.

Meetings: Quarterly on the 4th Wednesday (starting in January) at Noon.

Meeting Location: Fayetteville Area Convention and Visitors Bureau Board Room 245 Person Street Fayetteville, NC

Kellie Beam

Subject: FW: CVB Board

From: Kelly Brill <KBrill@visitfayettevillenc.com>
Sent: Thursday, October 18, 2018 11:19 AM
To: Kellie Beam <kbeam@co.cumberland.nc.us>
Cc: John Meroski <jmeroski@visitfayettevillenc.com>
Subject: RE: CVB Board

Kellie,

Becki Kirby and Laura Leal have both acknowledged that they would like to serve a 2nd term on the FACVB Board. Becki Kirby holds the At-Large position and Laura Leal represents Hotel/Motel with over 100 rooms. These positions are appointed by Cumberland County Commissions and their terms expired September 30, 2018.

Please let us know when it will be presented to the Commissions for reappointment.

Thanks Kellie – if you need anything further, please let me know.

Kelly Brill

Office Manager

Fayetteville Area Convention & Visitors Bureau, Inc.
245 Person Street, Fayetteville, NC 28301
Direct: (910) 835-5086
Office: (910) 483-5311
Fax: (910) 484-6632
www.VisitFayettevilleNC.com



About the Fayetteville Area Convention & Visitors Bureau, Inc. (FACVB):

The FACVB is a private, not-for-profit organization responsible for positioning Cumberland County as a destination for conventions, sporting events and individual travel.

FAYETTEVILLE AREA CONVENTION AND VISITORS BUREAU
BOARD OF DIRECTORS
3 Year Terms

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Hotel/Motels under 100 rooms Representatives:</u>				
Sharon Lee Ambassador Inn 2621 Lone Pine Drive Fayetteville, NC 28306 624-0021(H)/485-8135(W)	3/16	1st	Mar/19 3/31/19	Yes
Suresh Patel Crown Inn 2502 Gillespie Street Fayetteville, NC 28306 910-485-6107 SURES14@YAHOO.COM	11/17	1st	Nov/20 11/30/20	Yes
<u>Hotel/Motel over 100 rooms Representatives:</u>				
Laura Leal Hampton Inn Cross Creek 6626 NC Hwy 210 S Stedman, NC 28391 910-286-3464	9/15	1st	Sept/18 9/30/18	Yes
Adam Collier Fairfield Inn & Suites 3612 South River School Road Wade, NC 28395	5/17	1st	May/20 5/31/20	Yes
<u>At Large</u>				
Becki D. Kirby 2020 Calista Circle Fayetteville, NC 28304 910-261-4168	9/15	1st	Sept/18 9/30/18	Yes
<u>Representative, Hotel/Motel with meeting space in excess of 6,000 square feet</u>				
<u>FACVB Appointee:</u>				
Sanda Budic Doubletree Hotel 1965 Cedar Creek Road Fayetteville, NC 28312 323-8282	7/15			

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

FACVB Appointee:

Subodh Thakur	7/15			
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Regency Inn

521 Ramsey Street

Fayetteville, NC 28301-4911

483-2621(W)

ASOM Representative:

Henry Holt

Holt Oil

P. O. Box 53157

Fayetteville, NC 28303

Ex-officio Members:

Cumberland County Manager or his/her designee position

Amy Cannon, County Manager

General Manager of the Crown Complex or his/her designee position

James Grafstrom, CEO/Coliseum Complex Manager

Manager of the City of Fayetteville or his/her designee position

Doug Hewett City Manager

Contact: John Meroski (or Kelly Brill), Fayetteville Area Convention & Visitors' Bureau – 483-5311

Meetings: Quarterly on the Fourth Wednesday (starting in January) at 12:00 pm – Fayetteville Area Convention and Visitors Bureau, Board Room, 245 Person Street

**APPLICANTS FOR
FAYETTEVILLE AREA CONVENTION AND VISITORS BUREAU
BOARD OF DIRECTORS**

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
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	SELF EMPLOYED DRIVER	SOME COLLEGE
DAWKINS, JUDY (W/F) 2004 MORGANTON ROAD FAYETTEVILLE NC 28305 323-4974/237-6785 JMWDAWKINS@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	RETIRED CIVIL SERVICE	SOME COLLEGE
GUY, DAVID NICHOLSON III 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	REAL ESTATE BROKER CONTRACTOR	BS-BUSINESS MANAGEMENT
KING, GRACE (-/F) 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	INSTRUCTIONAL ASSISTANT CC SCHOOLS	SOME COLLEGE

**APPLICANTS FOR
FAYETTEVILLE AREA CONVENTION AND VISITORS BUREAU
BOARD OF DIRECTORS Page 2**

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
MCARTHUR-STRONG, BRENDA (B/F) 3822 BRIARGATE LANE FAYETTEVILLE NC 28314 864-5087/424-0894 BMcARTHURSTRONG@NCCUMC.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: GENERAL PUBLIC	PASTOR NC UNITED METHODIST	BACHELOR'S
PATEL, PAVAN D (I/M) 4321 FERNCREEK DRIVE FAYETTEVILLE, NC 28314 584-7174/919-903-2673/919-904-2673 PAVAN@WILLOWGROUPEINVESTMENTS.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: HOTEL/MOTELS UNDER 100 ROOMS REPRESENTATIVE	GM/OWNER HAMPTON INN SPRING LAKE TRINITY HOSPITALITY	BA
PREMAN, JANELLE A. (W/F) 4611 MORNING STAR LANE HOPE MILLS NC 28348 425-7814/584-2722/243-1086 GIPREMAN@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: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	CHIEF PERSONNEL SECURITY JOINT SPECIAL OPERATIONS COMMAND	BACHELORS
TOMLIN, MARVIN GREGORY (B/M) 2605 HIGHPOINT CT FAYETTEVILLE NC 28304 423-8097/261-0986 MTOMLIN584@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	SALES UNEMPLOYED	SOME COLLEGE

APPLICANTS FOR
FAYETTEVILLE AREA CONVENTION AND VISITORS BUREAU
BOARD OF DIRECTORS Page 3

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
WARREN, JONATHAN (H/M) 5815 RAINSFORD DRIVE FAYETTEVILLE, NC 28311 354-0676/307-3050 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	CEO DARKHORSE NC, LLC *SERVES ON THE WORKFORCE DEVELOPMENT BOARD*	MBA-PROJECT MGMT BS-BUSINESS MGMT AS-EMERGENCY MEDICINE AS-CRIMINAL JUSTICE
WILDERMAN, MARK (W/M) 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: GENERAL PUBLIC	PRESIDENT SAAM'S PARTY TENTS	SOME COLLEGE



BOARD OF COMMISSIONERS' OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 5, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 10/31/2018

SUBJECT: CUMBERLAND COUNTY JUVENILE CRIME PREVENTION COUNCIL (3 VACANCIES)

BACKGROUND

The Cumberland County Juvenile Crime Prevention Council (JCPC) has the following three (3) vacancies:

At-Large Representative:

Densie Lucas – completed first term on October 31, 2018. Eligible for reappointment. The Juvenile Crime Prevention Council recommends Densie Lucas for reappointment. (See attached.)

Substance Abuse Professional Representative:

Louis Leake – completed second term on October 31, 2018. Not eligible for reappointment. The Juvenile Crime Prevention Council recommends **Amanda Shepherd**. (See attached.)

Member of Faith Community Representative:

Augusta Newman – completed first term on September 30, 2018. Eligible for reappointment. The Juvenile Crime Prevention Council recommends Augusta Newman for reappointment. (See attached.)

I have attached the current membership roster and applicant list.

RECOMMENDATION / PROPOSED ACTION

Make nominations to fill the three (3) vacancies above.

ATTACHMENTS:

Description

Type

CC Juvenile Crime Prevention Council Nomination Backup Information

Backup Material

Cumberland County Juvenile Crime Prevention Council

The purpose of the Cumberland County Juvenile Crime Prevention Council is to help prevent at-risk 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, October 16, 2018 11:04 AM
To: Kellie Beam
Cc: Glenn B. Adams; Duane Holder; Cindy Tucker
Subject: JCPC Reappointments/Nominations

Good Morning Kellie,

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

Densie Lucas-At Large County Commissioner Appointee
Augusta Newman-Member of Faith Community

The Juvenile Crime Prevention Council recommends Amanda Shepherd, Licensed Clinical Addiction Specialist, for appointment as Substance Abuse Professional.

The minutes of the October 10, 2018 meeting are forthcoming and will be sent to you for reference.

V/R,

Rodney E. "Rod" Jenkins, Sr., MHA
JCPC Nomination Committee Chair

Rod Jenkins

Deputy Health Director/Interim Environmental Health Director

☎: 910.433.3673 | ✉: rjenkins@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)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Local School Superintendent or designee</u>				
Bruce Morrison	1/12			
Cumberland County Schools				
P.O. Box 2357				
Fayetteville, North Carolina 28302				
Phone: 678-2495				
<u>Chief of Police or designee</u>				
Lt. John Somerindyke	3/15			
Fayetteville Police Department				
467 Hay Street				
Phone: 433-1910				
<u>Local Sheriff or designee</u>				
Lt. Kimberly Gagnon	2/17			
Cumberland County Sheriff's Office				
131 Dick Street				
Fayetteville, North Carolina 28301				
Phone: 677-5474				
<u>District Attorney or designee</u>				
Brandy Brutsch	10/17			
Assistant District Attorney				
District Attorney's Office				
117 Dick Street, Suite 427				
Fayetteville, North Carolina 28301				
Phone: 678-2915				
<u>Chief Court Counselor or designee</u>				
Miguel Pitts	3/15			
Department of Juvenile Justice				
P.O. Box 363				
Fayetteville, North Carolina 28302				
Phone: 678-2947				
<u>Mental Health Representative or designee</u>				
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 Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Director of Social Services or designee</u>				
Natasha Tomlinson	11/17			
Cumberland County Department of Social Services				
P.O. Box 2429				
Fayetteville, North Carolina 28302-2429				
Phone: 321-6459				
 <u>County Manager or designee</u>				
Duane Holder	10/17			
Assistant County Manager				
Cumberland County Courthouse				
P.O. Box 1829				
Fayetteville, North Carolina 28302-1829				
Phone: 678-7725				
 <u>Chief District Judge or designee</u>				
Judge Ed Pone	1/99			
P.O. Box 363				
Fayetteville, North Carolina 28302				
Phone: 678-2901				
 <u>Health Director or designee</u>				
Rodney Jenkins	2/18			
1235 Ramsey Street				
Fayetteville, North Carolina 28301				
Phone: 433-3783				
 <u>Parks and Recreation Representative</u>				
James Powell	2/17			
City of Fayetteville				
Parks and Recreation Dept.				
433 Hay Street				
Fayetteville, North Carolina 28301				
Phone: 433-1547				
 <u>County Commissioner</u>				
Glenn Adams	3/15			
P.O. Box 1829				
Fayetteville, NC 28302-1829				
Phone: 678-7771				

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Substance Abuse Professional</u>				
Louis Leake Carolina Treatment Center 7669 Beverly Drive Fayetteville, NC 28314 910-960-7599	9/16	2nd	Oct/18 10/31/18	No
<u>Member of Faith Community</u>				
Augusta Newman 450 Bladen Circle Fayetteville, NC 28312 709-8344/555-5555	9/16	1st	Sept/18 9/30/18	Yes
<u>Person Under Age 18</u>				
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
Dominique R. Ashley 347 Hilliard Drive Fayetteville, NC 28311 583-8697 Dominiqueashley26@gmail.com	10/18	1st	Oct/20 10/31/20	Yes
<u>Juvenile Defense Attorney</u>				
Michael J. Onufer 356 Tartan Court Fayetteville, NC 28301	2/17	1st	Feb/19 2/28/19	Yes
<u>Member of Business Community</u>				
Austin Campbell 5316 Sandstone Drive Fayetteville, NC 28311	10/18	2nd	Sept/20 9/30/20	No
<u>United Way or Non-Profit</u>				
Terri Thomas 508 Spaulding Street Fayetteville, NC 28301	10/18	2nd	Sept/20 9/30/20	No
<u>At Large Representatives</u>				
Matthew Dixon 8404 Frenchorn Lane Fayetteville, NC 28314 867-7807/818-8134 Mdixon2199@yahoo.com	11/17	1st	Nov/19 11/30/19	Yes

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
VACANT (Vacated by D. Rosen)	4/17	1 st 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 Fayetteville, NC 28303 758-4771 Nicole.hawkins@ncdps.gov	4/18	1st	Nov/19 11/30/19	Yes
serving unexpired term; eligible for one additional term				
Dr. Mark Kendrick 2927 Rosecroft Drive Fayetteville, NC 28304 988-3126 Mkendrick2927@gmail.com	4/18	1st	Apr/19 4/30/19	Yes
serving 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	10/18	2nd	Oct/20 10/31/20	No

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
BARNHILL, KRISTA (W/F) 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	DIRECTOR OF FINANCE SPECTRA – CROWN COMPLEX	BACHELORS - ACCT
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	SELF EMPLOYED DRIVER	SOME COLLEGE
BROWN, MARGARET M. (B/F) 2729 MILLMANN RD FAYETTEVILLE, NC 28304 670-0552/432-5626 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	EXECUTIVE ASSISTANT US SEPCIAL OPS COMMAND	DOCTORATE MASTERS
CARMICHAEL, CHRISTAL (B/F) 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	YOUTH SUCCESS COACH	COLLEGE LISTED

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
CLARK, DERWOOD (B/M) 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	INSURANCE AGENT	MBA-PUBLIC ADMIN BA-ACCOUNTING
COBB, CLYDE (B/M) PO BOX 43911 FAYETTEVILLE NC 28309 758-1030/808-349-4165 CLYDE.T.COBB165@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: ARMY ADVANCED LEADERSHIP COURSE CATEGORY: MEMBER OF BUSINESS COMMUNITY	BUSINESS OWNER	HIGH SCHOOL
COX, DAMIEN (B/M) 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	RETIRED MILITARY	CURRENT STUDENT
COX, STACY A. (ASIAN/F) 7528 WILKINS DRIVE FAYETTEVILLE NC 28311 910-476-7367 SAKUNI@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	HOMEMAKER DISABLED	SOME COLLEGE

<u>NAME/ADDRESS/PHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
DEBRULER, DANIEL (W/M) 6791 BUTTERMERE DRIVE FAYETTEVILLE 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	RADIO STATION OWNER GRANDER VISION MEDIA	SOME COLLEGE
DITMORE, ERIC (W/M) 3686 LINDEN ROAD 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	ATTY LEWIS, DEESE, NANCE	COLLEGE
DOCTOR, TULISHA (B/F) 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	TEACHER	SOME COLLEGE
ELLIOTT, BENIKKA (B/F) 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 CATEGORY: PERSON UNDER 18	STUDENT	CURRENT STUDENT

NAME/ADDRESS/PHONE	OCCUPATION	EDUCATIONAL BACKGROUND
GAUSE, TRAVIS (B/M) 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	US ARMY	HIGH SCHOOL
GORDON, LATOYA D. (B/F) 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	COMMUNITY RELATIONS SPECIALIST	BACHELORS
HAMILTON, ROBERT (W/M) 149 WADING CREEK LN FAYETTEVILLE NC 28306 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	CAR RENTAL ENTERPRISE RENT-A-CAR	BA-HISTORY
HARMON, SANDRA O'HARA (B/F) 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	EDUCATOR UNEMPLOYED	BSW

EDUCATIONAL BACKGROUND

NAME/ADDRESS/PHONE	OCCUPATION	BACKGROUND
HAYNES, TIRON JR. (B/M) 6390 ABBOTTS PARK DR APT C 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	SERVICE MEMBER US ARMY	CURRENT STUDENT
HIGHTOWER, TRENTON (B/M) 165 WOLFPOINT DRIVE 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	STUDENT CC SCHOOLS	HIGH SCHOOL STUDENT
JOHNSON, RODNEY (B/M) 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	OUTPATIENT THERAPY GREATER IMAGE HEALTHCARE	SOME COLLEGE
JONES, DR. ANTONIO CPM (B/M) 505 PLATINUM STREET FAYETTEVILLE NC 28311 302-0057/729-4144 DRJONESA@GMAIL.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: CERTIFIED PUBLIC MANAGER – NATIONAL & STATE LEVEL CATEGORY: GENERAL PUBLIC & MEMBER OF FAITH COMMUNITY	FORMER SUPERVISOR @ NC DEPT OF EPIDEMIOLOGY PRESIDENT AT GLOBAL TEACHING NETWORK, INC.	BS-BIOLOGY, MORE COLLEGE

NAME/ADDRESS/PHONE	OCCUPATION	EDUCATIONAL BACKGROUND
KING, GRACE (-/F) 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	INSTRUCTIONAL ASSISTANT CC SCHOOLS	SOME COLLEGE
KNIGHT, KIM (B/M) 747 ASHFIELD DRIVE FAYETTEVILLE, NC 28311 920-1101/337-8828 KLKNIGHT8@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	SEMI RETIRED CARE GIVER	ASSOCIATES – CRIMINAL JUSTICE
LOWERY, DR. ELMORE D. (B/M) 5420 AHOSKIE DRIVE 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	DEAN OF COLLEGE & CAREER READINESS FTCC	DOCTORATE IN EXECUTIVE LEAD.
MACDONALD, STEPHEN (-/M) 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	RETIRED	BA-POLITICAL SCIENCE

NAME/ADDRESS/PHONE	OCCUPATION	EDUCATIONAL BACKGROUND
MACK, REDDICK R. II (B/M) 1508 BELEWS CREEK LANE FAYETTEVILLE NC 28312 910-747-2701 REDDICK_MACK@ICLOUD.COM	BEHAVIORAL HEALTH PROFESSIONAL SELF-EMPLOYED	COLLEGE

Graduate-County Citizens' Academy: NO
Graduate-Institute for Community Leadership: NO
Graduate-Leadership Fayetteville: NO
Graduate-United Way's Multi-Cultural Leadership Program: NO
Graduate-other leadership academy: NO

CATEGORY: GENERAL PUBLIC OR MEMBER OF BUSINESS COMMUNITY

MARKS, PHILLIP D. REV. SR.(B/M) 208 N. RACEPATH ST FAYETTEVILLE NC 28301 479-1212/670-2516/570-9252 PASTORPGDOC@GMAIL.COM	PASTOR RETIRE	SOME COLLEGE
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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) 217 INGLESIDE DRIVE FAYETTEVILLE NC 28303 835-6177/364-9522 APOSTLE.MINER@GMAIL.COM	PASTOR RETIRED ARMY	DOCTOR OF PHILOSOPHY
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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

MULLINS, VICKIE M (W/F) 5905 TURNBULL ROAD FAYETTEVILLE NC 28312 910-322-3100 GIRLIMON1@AOL.COM	RETIRED FROM COOPERATIVE EXTENSION	COLLEGE-REC DEGREE
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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

NAME/ADDRESS/PHONE	OCCUPATION	EDUCATIONAL BACKGROUND
NELSON, HELEN L. (B/F) 3208 HIGH PLAINS DRIVE 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	LAWYER HELEN NELSON & ASSOCIATES	BA-CUM LAUDE JD
PALMER, REV DWIGHT E JR. (B/M) 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	GENERAL MANAGER DORMAN CADILLAC GMC	BA
RIVERS, RHONNISHA (-/F) 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	REGISTERED NURSE CAPE FEAR VALLEY	BSN
SAMPSON, CHAS L. (B/M) 2125 VALLEYGATE DRIVE 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	NON-PROFIT EXECUTIVE FAMILY ENDEAVORS	BS-PSYCHOLOGY, MS

NAME/ADDRESS/PHONE	OCCUPATION	EDUCATIONAL BACKGROUND
SANDERS, YVETTE (B/F) 1126 CURRY FORD DRIVE FAYETTEVILLE, NC 28314 864-2094/977-3880 YSAND5616@YAHOO.COM	SOCIAL WORKER DEPT OF VETERANS AFFAIRS	BS-HEALTH INFORMATION MS-SOCIAL WORK
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		
SHAW, KIM L (AA/F) 7550 BEVERLY DRIVE FAYETTEVILLE NC 28314 824-7495/331-9690/777-7711 KIM.LEWIS@OUTLOOK.COM	WIOA ADULT SERVICES COORDINATOR CENTRAL CAROLINA COMMUNITY COLLEGE	MASTERS- HUMAN RESOURCES
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		
SHEPHERD, AMANDA (W/F) 205 HULL ROAD FAYETTEVILLE NC 28303 910-922-3765 ARDIETZ@GMAIL.COM	CAROLINA TREATMENT CENTER SUBSTANCE USE DISORDER THERAPIST CLINIC MANAGER	MASTERS- PROFESSIONAL COUNSELING MFT
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		
SMALLS, LARRY (B/M) 1418 OLDTOWN DRIVE FAYETTEVILLE NC 28314 633-4167/566-0238 WAYNESPEAKS@LWAYNESMALLS.COM	LEADERSHIP CONSULTANT MOTIVATIONAL SPEAKER	MBA BS
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
STACKHOUSE-YARBOROUGH, LUCIANA (BI-RACIAL/F) PO BOX 64853 FAYETTEVILLE NC 28306 910-736-5429 PROFESSORYARBOROUGH@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: LEADERSHIP STUDENT ORGANIZATION PROGRAM -UNCP	USAF RETIRED	PHD GRADUATE
CATEGORY: GENERAL PUBLIC		
STEEGER, REV. PAUL (W/M) 3771 RAMSEY STREET 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	LEADERSHIP & MGMT CONSULTANT SELF-EMPLOYED	BA
CATEGORY: MEMBER OF FAITH COMMUNITY		
STEWART, TONI (B/F) 3951 BROOKGREEN DRIVE 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	SPECIAL PROJECTS MANAGER DIRECTOR/TRUE VINE MINISTRIES	AA BS
CATEGORY: MEMBER OF FAITH COMMUNITY & GENERAL PUBLIC		
STOKES, WILBERT (B/M) 1136 VESPER LANE 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	RETIRED PRINCIPAL BLADEN COUNTY SCHOOLS	MASTERS-EDUCATION
CATEGORY: GENERAL PUBLIC		

NAME/ADDRESS/PHONE	OCCUPATION	EDUCATIONAL BACKGROUND
STROUD-MELVIN, OCIE J (B/M) 1421-A IRELAND DRIVE 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	CUSTOMER CONTACT REP PIEDMONT NATURAL GAS	BS-CRIMINAL JUSTICE
WILDERMAN, MARK (W/M) 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	PRESIDENT SAAM'S PARTY TENTS	SOME COLLEGE
WILLIAMS, ALFREDA (B/F) 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	HUMAN RESOURCES ASSISTANT	BS-PSYCHOLOGY
WILLIAMS, MELA (B/F) 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	ADJUNCT PROFESSOR OF CHRISTIAN EDUCATION	BS



BOARD OF COMMISSIONERS' OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 5, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 10/31/2018

SUBJECT: CIVIC CENTER COMMISSION (5 VACANCIES)

BACKGROUND

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

Mark Lynch – Completing second term on January 1, 2019. Not eligible for reappointment. The Civic Center Commission recommends **Antonio Ervin**. (See attached)

Judy Dawkins – Completing second term on January 1, 2019. Not eligible for reappointment. The Civic Center Commission recommends **Charles McBryde Grannis**. (See attached)

Elizabeth Varnedoe – Completing second term on January 1, 2019. Not eligible for reappointment. The Civic Center Commission recommends **David Nicholson Guy III**. (See attached)

Robert Williams – Completing second term on January 1, 2019. Not eligible for reappointment. The Civic Center Commission recommends **Paula Brown Howard**. (See attached)

Dineen Morton – Completing first term on January 1, 2019. Eligible for reappointment. Ms. Morton has indicated she is willing to serve a second term on the Civic Center Commission.

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

RECOMMENDATION / PROPOSED ACTION

Nominate individuals to fill the five (5) vacancies above.

ATTACHMENTS:

Description

Civic Center Commission Nomination Backup Information

Type

Backup Material

Civic Center Commission

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

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

Member Specifications:

15 Members

Term: 3 Years

Compensation: None

Duties:

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

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

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



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



MEMORANDUM FOR THE BOARD OF COMMISSIONERS AGENDA NOVEMBER 5, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CHAIR JUDY DAWKINS
CUMBERLAND COUNTY CIVIC CENTER COMMISSION

DATE: OCTOBER 23, 2018

SUBJECT: NOMINATION AND APPOINTMENT RECOMMENDATIONS

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BACKGROUND:

To fill vacancies on the Civic Center Commission, as a result of term expirations of four (4) members, Judy Dawkins, Elizabeth Varnedoe (now Raynor), Mark Lynch and Robert Williams, the Commission respectfully request the following applicants be nominated and appointed to fill the vacancies which expires on January 1, 2019.

- Ervin, Antonio
- Grannis, Charles McBryde
- Guy, David Nicholson III
- Howard, Paula Brown

RECOMMENDATION/PROPOSED ACTION:

Approve nominations and appointments as requested.

CIVIC CENTER COMMISSION

3 Year Term

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

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Mark Lynch (W/M) 311 Valley Road Fayetteville, NC 28305 494-0233 / 483-1212	01/16	2nd	Jan/19 1/1/19	No
Judy Dawkins (W/F) 2004 Morganton Rd Fayetteville, NC 28305 323-4974 / 237-6785	01/16	2nd	Jan/19 1/1/19	No
Elizabeth Varnedoe (W/F) 1411 Raeford Rd Fayetteville, NC 28305 484-8959 (H) / 624-2378 (W)	01/16	2nd	Jan/19 1/1/19	No
Joe Gillis (W/M) 8623 Galatia Church Road Fayetteville, NC 28304 910-309-2001 MR.JHGILLIS@GMAIL.COM	01/17	1st	Jan/20 1/1/20	Yes
Sheba McNeil (B/F) 542 Williwood Road Fayetteville, NC 28311 229-1111/568-5005	01/17	1st full term	Jan/20 1/1/20	Yes
Robert C. Williams (B/M) 2713 Rosehill Rd Fayetteville, NC 28301 910-488-7587	1/16	2nd	Jan/19 1/1/19	No
Gregory Parks (W/M) 307 Devane Street Fayetteville, NC 28305 484-9666/483-8194	1/17	1st	Jan/20 1/1/20	Yes
Dineen Morton (B/F) 5835 Pettigrew Drive Fayetteville, NC 28314 494-5761/495-6977	01/16	1st	Jan/19 1/1/19	Yes

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

<u>Date</u>	<u>Appointed</u>	<u>Eligible For</u> <u>Term</u>	<u>Expires</u>	<u>Reappointment</u>
<u>Name/Address</u>				
Restaurant Owner (SL 1993-413)				
Alexandra (Lexi) Hasapis	01/18	1st	Jan/21	Yes
3102 Cliffdale Road			1/1/21	
Fayetteville, NC 28303				
910-689-8600				
lexihasapis@gmail.com				

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

Commissioner Liaisons: Commissioner Charles Evans

Ex Officio Member: Amy Cannon County Manager

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

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

**APPLICANTS FOR
CIVIC CENTER COMMISSION**

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
BRITO, CECILIA (H/F) 2301 CUMBERLAND GAP DRIVE APT 105 FAYETTEVILLE NC 28306 631-464-9156 DOMINICANA1122@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 <i>CATEGORY: GENERAL PUBLIC</i>	UNEMPLOYED	COLLEGE LISTED
COX, DAMIEN (B/M) 204 CARRINGTON PLACE FAYETTEVILLE NC 28314 910-583-0192 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 <i>CATEGORY: GENERAL PUBLIC</i>	INFORMATION TEC/CYBERSECURITY RETIRED MILITARY	ASSOCIATES DEGREE
DOCTOR, TULISHA (B/F) 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 <i>CATEGORY: GENERAL PUBLIC</i>	TEACHER	SOME COLLEGE
ERVIN, ANTONIO (B/M) 5116 LIME STREET FAYETTEVILLE NC 28314 488-6020/904-233-3785/485-3400 WTW_INC_COO@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 <i>CATEGORY: RESTAURANT OWNER</i>	MULTI-UNIT RESTAURANT WORTH WEIGHT INC	BACHELORS DEGREE

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
GRANNIS, CHARLES MCBRYDE (W/M) 120 S. CHURCHILL DRIVE FAYETTEVILLE NC 28303 910-850-8865 MCBRYDEG@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	SELF-EMPLOYED APPRAISER	UNDERGRADUATE
GUY, DAVID NICHOLSON III 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	REAL ESTATE BROKER CONTRACTOR	BS-BUSINESS MANAGEMENT
HOWARD, PAULA BROWN (B/F) 3500 BENNETT DRIVE FAYETTEVILLE NC 28301 709-8595/483-0153 PHOWARD924@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: YES Graduate-other leadership academy: JUNIOR LEAGUE OF FAYETTEVILLE CATEGORY: GENERAL PUBLIC	TEACHER	BS-PSYCHOLOGY M.ED
JOHNSON, RODNEY (B/M) 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	OUTPATIENT THERAPY CEO – GREATER IMAGE HEALTHCARE	SOME COLLEGE

Civic Center Commission, Page 3

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
KEEN, J. SCOTT (W/M) 1822 BONWOOD STREET FAYETTEVILLE NC 28312 484-9588/723-0555/323-3377 JSCOTTKEEN@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	BUSINESS CONSULTANT/ LOAN OFFICER CENTER FOR ECONOMIC EMPOWERMENT & DEV	MBA
MARABLE, KATHERINE (B/F) 1805 MCGOUGAN ROAD FAYETTEVILLE NC 28303 910-486-9035 NO EMAIL ADDRESS Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: YES CATEGORY: GENERAL PUBLIC	RETIRED EDUCATOR CUMBERLAND COUNTY SCHOOLS	MASTERS DEGREE
MCNEILL, WILLIAM (B/M) 702 DEEP CREEK RD FAYETTEVILLE NC 28312 483-2402/964-6270 COACHMCNEILL953@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: Citizen's Police Academy CATEGORY: GENERAL PUBLIC	MENTOR/SPORTS CONSULTANT SELF-EMPLOYED *SERVES ON THE PARKS & RECREATION BOARD*	COLLEGE DEGREE
MEHTA, NAYNESH (AI/M) 229 FOREST CREEK DRIVE FAYETTEVILLE NC 28303 494-2037/689-0799 NSMEHTA@5POINTSNC.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 & RESTAURANT OWNER	HOTEL MANAGEMENT FIVE POINTS HOSPITALITY	BACHELORS - COMPUTER ENGINEERING

Civic Center Commission, Page 4

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
MOORE, RAMONA B (-/F) 1319 WOODLAND DRIVE FAYETTEVILLE NC 28305 527-3015/323-3015/323-0111 RMOORE1261@NC.RR.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	DIRECTOR OF SALES RAMADA PLAZA	HIGH SCHOOL
MOORE, RASHAWN (B/M) 5605 MURPHY ROAD STEDMAN NC 28391 910-309-4548 RASHAWN@WEBUILDFAITH.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	GRAPHIC DESIGNER SELF EMPLOYED AT FAITHBASED	SOME COLLEGE
WILDERMAN, MARK (W/M) 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: GENERAL PUBLIC	PRESIDENT SAAM'S PARTY TENTS	SOME COLLEGE
WILLIFORD, CARL PAT (W/M) 111 JOHN ST FAYETTEVILLE NC 28305 624-6696/484-2168 PAT@WHCFAY.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	CPA WILLIFORD HOUSTON & CO	BS-BUSINESS ADMIN.



BOARD OF COMMISSIONERS' OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 5, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 10/31/2018

SUBJECT: BOARD OF HEALTH (1 VACANCY)

BACKGROUND

The Board of Health has the following one (1) vacancy:

Engineer Representative:

David Greysheck – Resigned. The Board of Health recommends **John Larch**. (See attached)

I have attached the current membership roster and applicant list.

RECOMMENDATION / PROPOSED ACTION

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

ATTACHMENTS:

Description

Board of Health Nomination Backup Information

Type

Backup Material

Board of Health

The Board of Health is the policy-making, rule-making and adjudicatory body for the Cumberland County Health department. The Board has the responsibility to protect and promote the public health and has authority to adopt rules necessary for that purpose.

Statutory Authorization: NCGS 130A-35

Member Specifications:

11 Members with Specific Categories:

- Veterinarian (1)
- Physician (1)
- Dentist (1)
- Registered Nurse (1)
- Optometrist (1)
- Pharmacist (1)
- Engineer (1)
- General Public (3)
- County Commissioner (1)

Term: 3 Years

Compensation: None

Duties:

- Protect and promote the public health;
- Adopt rules necessary to promote and protect public health (includes environmental health issues);
- Impose fees for services, except where prohibited by statute or where an employee of the Health Department is performing the services as an agent of the state;
- After consultation with the Board of County Commissioners; may appoint a local health director.

Meetings: Third Tuesday of each month at 6:00 PM. July and September meetings take place only if desired.

Meeting Location: Cumberland County Health Department Board Room 1235 Ramsey Street Fayetteville, NC

Kellie Beam

Subject: FW: BOH Applicant List
Attachments: 20180921155100019.pdf

From: Ashley Yun
Sent: Wednesday, October 17, 2018 11:10 AM
To: Kellie Beam <kbeam@co.cumberland.nc.us>
Cc: Candice White <cwhite@co.cumberland.nc.us>
Subject: FW: BOH Applicant List

Good morning Kellie,

Hope all is well with weather changes.

The Board of Health met last night at 6pm and recommended Mr. John H. Larch as Professional Engineer position. Would you please recommend him at the next BOCC meeting for commissioners' approval?

Thank you,

Ashley Yun
Administrative Assistant to the Public Health Director
Cumberland County Department of Public Health
1235 Ramsey Street
Fayetteville, NC 28301
P: (910) 433-3705
F: (910) 433-3659
E: ayun@co.cumberland.nc.us



BOARD OF HEALTH

3 Year Term

(All terms expire on December 31st per NCGS § 130A-35)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Veterinarian</u>				
Dr. Heather Burkhardt (W/F) 5226 Lacross Point Parkton, NC 28371 910-489-2336	2/16	2 nd	Dec/18 12/31/18	No
<u>Physician</u>				
Dr. Sam Fleishman 3308 Melrose Road Fayetteville, NC 28304 910-615-3200	3/17	1 st	Dec/17 12/31/17	Yes
(serving unexpired term; eligible for two additional terms)				
<u>Dentist</u>				
Dr. Oliver L. Hodge Jr. (B/M) 537 Old Farm Rd Fayetteville, NC 28314 487-0886/483-0409	2/16	2 nd	Dec/18 12/31/18	No
<u>Registered Nurse</u>				
Sonja Council, RN 2214 Puffin Place Fayetteville, NC 28306 864-1651/615-6139	2/16	1 st	Dec/18 12/31/18	Yes
<u>Optometrist</u>				
Dr. William Philbrick (W/M) 321 Springbrook Place Fayetteville, NC 28305 485-4580/484-6178	12/16	2 nd	Dec/19 12/31/19	No
<u>Pharmacist</u>				
VACANT (Vacated by C. Creech)	12/14	1 st	Dec/17 12/31/17	Yes
Dr. Creech declined a second term				
<u>Engineer</u>				
VACANT (Vacated by D. Greysheck)	8/14	1 st	Dec/16 12/31/16	Yes

(All terms expire on December 31st per NCGS § 130A-35)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Cumberland County Commissioner</u>				
Jeannette Council 3310 Lake Bend Drive Fayetteville, NC 28311 488-0691 (H) / 273-4585 (C)	1/15	1 st	Dec/17 12/31/17	Yes
<u>General Public Reps.</u>				
VACANT (Vacated by B. Stelly)	12/14	2nd	Dec/17 12/31/17	No
Dr. Connette McMahon (B/F) 4723 Flintcastle Road Fayetteville, NC 28314 867-6704/489-3915	2/16	1st	Dec/18 12/31/18	Yes
Dr. Vikki Andrews (B/F) 2913 Beringer Drive Fayetteville, NC 28306 910-964-5828	2/16	2nd	Dec/18 12/31/18	No

Contact: Duane Holder, Interim Health Director
Ashley Yun, Administrative Assistant
Phone: 433-3705
Fax: 433-3659

Meetings: 3rd Tuesday of the month - 6:00 PM - Board Room, Health Department, 1235 Ramsey Street
(July and September meetings take place only if desired).

**APPLICANTS FOR
BOARD OF HEALTH**

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
BROOKS, SIDNEY A SR. (B/M) 401 FOREST LAKE ROAD FAYETTEVILLE NC 28305 919-499-9950 KAPPADOC2@HOTMAIL.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 <i>CATEGORY: DENTIST</i>	DENTIST/BUSINESS OWNER SANDHILLS PEDIATRIC & DENTISTRY	DDS/BS
CORBIN, DR. DENNIS E (B/M) 1327 VANDENBURG DRIVE FAYETTEVILLE NC 28312 202-255-8649/672-1737 DECORBIN1@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 <i>CATEGORY: GENERAL PUBLIC</i>	COLLEGE PROFESSOR FSU	MASTERS-SOCIAL WORK
COX, STACY A. (ASIAN/F) 7528 WILKINS DRIVE FAYETTEVILLE NC 28311 910-476-7367 SAKUNI@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 <i>CATEGORY: GENERAL PUBLIC</i>	HOMEMAKER DISABLED	SOME COLLEGE
CRENSHAW, PAUL M. (W/M) 313 SPRINGBROOKE PLACE FAYETTEVILLE NC 28305 223-2709/964-3811/222-1000 *SERVES ON THE ABC BOARD* PCRENSHAW11@HOTMAIL.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 <i>CATEGORY: GENERAL PUBLIC</i>	ATTORNEY WILLIFORD HOLLERS, CRENSHAW	BS & J.D.

APPLICANTS FOR
BOARD OF HEALTH PAGE 2

NAME/ADDRESS/TELEPHONE	OCCUPATION	<u>EDUCATIONAL BACKGROUND</u>
DAVIS, JUDY J. (-/F) 8417 DEERTROT DRIVE FAYETTEVILLE, NC 28314 910-494-7782/864-2232 JUDYSEWELL68@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	LOAN PROCESSOR FT BRAGG FEDERAL CREDIT UNION	SOME COLLEGE
DOWNS, SUSAN (-/F) 6068 GALLBERRY FARMS RD HOPE MILLS NC 28348 919-390-7540/919-358-5147/919-541-2101 SUSIEDOWNS@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: REGISTERED NURSE	RN FEDERAL CONTRACTOR	ADN BSN
HODGES, LEROY (ASIAN/M) 2536 THORNGROVE CT FAYETTEVILLE NC 28303 578-8592/676-7570 LEROY@QWIKMED.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: ASHP FOUNDATION PHARMACY LEADERSHIP ACADEMY CATEGORY: PHARMACIST	PHARMACIST QWIKMED PHARMACY & CLINIC	PHARMD-UNC CHAPEL HILL
HODGES, STEPHANIE (W/F) 2536 THORNGROVE COURT FAYETTEVILLE, NC 28303 910-584-0358 NP@QWIKMED.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: REGISTERED NURSE	FAMILY NURSE PRACTITIONER QWIKMED PHARMACY	MASTERS-NURSING

APPLICANTS FOR
BOARD OF HEALTH PAGE 3

NAME/ADDRESS/TELEPHONE	OCCUPATION	<u>EDUCATIONAL</u> <u>BACKGROUND</u>
JACKSON, VICTORIA (B/F) 5133 CARSON ALLEN ROAD HOPE MILLS NC 28348 910-416-1830/910-272-1240 VJACKSON1012@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	ADMINISTRATION CHIEF EXTERNAL OPERATIONS EASTPOINTE LME/MCO	MASTERS
JONES, AMY (W/F) 3910 MURPHY ROAD FAYETTEVILLE NC 28312 868-1170/624-0030/615-1170 ARXNERD@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: PHARMACIST	PHARMACIST CAPE FEAR VALLEY	COLLEGE
JONES, DR. ANTONIO CPM (B/M) 505 PLATINUM STREET FAYETTEVILLE NC 28311 302-0057/729-4144 DRJONESA@GMAIL.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: CERTIFIED PUBLIC MANAGER – NATIONAL & STATE LEVEL CATEGORY: GENERAL PUBLIC	FORMER SUPERVISOR @ NC DEPT OF EPIDEMIOLOGY PRESIDENT AT GLOBAL TEACHING NETWORK, INC.	BS-BIOLOGY, MORE COLLEGE
KALRA, DR. SUMIT (AI/M) 6824 MUNFORD DRIVE FAYETTEVILLE NC 28306 221-1903/485-6470/423-534-5990 DRSUMITKALRA@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: PHYSICIAN	PHYSICIAN CARDIOLOGIST CAPE FEAR CARDIOLOGY ASSOCIATES	PHYSICIAN

APPLICANTS FOR
BOARD OF HEALTH PAGE 4

NAME/ADDRESS/TELEPHONE	OCCUPATION	<u>EDUCATIONAL</u> <u>BACKGROUND</u>
LARCH, JOHN H. III (W/M) 2500 NORTH EDGEWATER DRIVE FAYETTEVILLE NC 28303 261-8746/433-1240 JLARCH@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: LEADING, EDUCATING AND DEVELOPING (LEAD) CATEGORY: ENGINEER	ASST CITY ENGINEER CITY OF FAYETTEVILLE	BS-CIVIL ENGINEERING
MCARTHER-KEARNEY, CYNTHIA (B/F) 819 ALEXWOOD DRIVE HOPE MILLS NC 28348 424-3640/308-3772/672-1111 KEARNEY01.CLRK@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: REGISTERED NURSE	REGISTERED NURSE FAYETTEVILLE STATE UNIVERSITY	DOCTOR OF HEALTH ADMIN DEGREE
MCKOY, DATREZ RAHEAM (B/M) 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	GENERAL LABOR	HIGH SCHOOL
MOMODU, KINGSLEY (B/M) 6806 SOUTH STAFF ROAD FAYETTEVILLE NC 28306 910-401-2616/443-762-1987/910-568-5669 KOMOMODU@YAHOO.CO.UK 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: DENTIST	DENTIST BRITE CARE DENTAL	SCHOOL OF DENTISTRY

**APPLICANTS FOR
BOARD OF HEALTH PAGE 5**

NAME/ADDRESS/TELEPHONE	OCCUPATION	<u>EDUCATIONAL BACKGROUND</u>
OATMAN, LEWIS SCOTT (W H /M) 5575 HALLWOOD DRIVE HOPE MILLS NC 28348 884-5020/907-9255 LSOATMAN@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	HEALTH CARE EXECUTIVE WOMACK ARMY MEDICAL CENTER	MBA
OJO, OLUSOLA A. (B/F) PO BOX 8 HOPE MILLS, NC 28348 322-6032/488-2120 OLUOJO12@HOTMAIL.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: PHARMACIST	PHARMACIST VETERANS ARMY MEDICAL CENTER	DOCTOR OF PHARMACY & MBA
RIVERS, RHONNISHA (-/F) 7774 S. SHIELD DRIVE FAYETTEVILLE, NC 28314 779-2005/988-7835/615-8086 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: REGISTERED NURSE	REGISTERED NURSE CAPE FEAR VALLEY	BSN
ROSE, BRIAN P. (W/M) 3208 JURA DRIVE FAYETTEVILLE NC 28303 910-987-3670 BPR0807@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	CARDIOLOGY PHYSICIAN ASSISTANT VALLEY CARDIOLOGY PA	MASTERS- PHYSICIAN ASST

**APPLICANTS FOR
BOARD OF HEALTH PAGE 6**

NAME/ADDRESS/TELEPHONE	OCCUPATION	<u>EDUCATIONAL BACKGROUND</u>
ROWE, MELODY (W/F) 109 SPENCER STREET FAYETTEVILLE NC 28306 706-414-2641/483-5944 MROWEGA60@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	EMERGENCY ASSISTANCE ASST FAYETTEVILLE URBAN MINISTRY	COLLEGE STUDENT
SCHULKEN, PENNY 6549 COUNTRYSIDE DRIVE FAYETTEVILLE, NC 28311 910-491-1602/910-818-8960 IDOBODYWRK@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	PROFESSOR OF PHYSICAL THERAPY	DOCTORATE PHYSICAL THERAPY MASTERS-BUSINESS
STEEDLY, MELISSA (W/F) 2508 SICKLE WAY FAYETTEVILLE, NC 28306 580-7212/615-6970 MSTEEDLY04@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: PHARMACIST	PHARMACIST CAPE FEAR VALLEY HEALTH SYSTEM	DOCTORATE OF PHARMACY
STEWART, CHARLES "WAYNE" (W/M) 4857 WADE STEDMAN RD WADE NC 28395 910-644-4646 THECOOLSTEW@HOTMAIL.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	RETIRED LOCAL HEALTH DIRECTOR	MPH

APPLICANTS FOR
BOARD OF HEALTH PAGE 7

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
TOMLIN, MARVIN GREGORY (B/M) 2605 HIGHPOINT CT FAYETTEVILLE NC 28304 423-8097/261-0986 MTOMLIN584@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	SALES UNEMPLOYED	SOME COLLEGE
WILLIAMS, MICHELLE (C/F) 3208 ELMS THROPE DRIVE FAYETTEVILLE NC 28312 910-850-6168/910-615-6970 EMCMWILLIAMS@HOTMAIL.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: PHARMACIST	PHARMACIST CAPE FEAR VALLEY HOSPITAL	UNC SCHOOL OF PHARMACY
WILLIAMS, WESTANA BAGGETT (B/F) 734 ELDERBERRY DRIVE FAYETTEVILLE NC 910-308-5406/910-615-5623 WESTANAWARREN@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: YES Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	PAYER RELATIONS COORDINATOR CAPE FEAR VALLEY	BS & MBA



BOARD OF COMMISSIONERS' OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF NOVEMBER 5, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 10/31/2018

SUBJECT: CUMBERLAND COUNTY LIBRARY BOARD OF TRUSTEES (3 VACANCIES)

BACKGROUND

At their meeting on October 15, 2018 the Board of Commissioners nominated the following individuals to fill three (3) upcoming vacancies on the Cumberland County Library Board of Trustees:

NOMINEE(S)

Katrina Tiffany (reappointment)

Irene Grimes (new appointment)

Belinda Wilkerson (reappointment)

I have attached a current membership list for this board.

RECOMMENDATION / PROPOSED ACTION

Appoint individuals to fill the three (3) vacancies above.

ATTACHMENTS:

Description

Cumberland County Library Board of Trustees Membership Roster

Type

Backup Material

LIBRARY BOARD OF TRUSTEES

3 Year Term

All terms expire in December and begin in January. Recommendations for nominations placed on first meeting in October agenda and appointments placed on second meeting in October agenda. Although terms will not begin until the following January, the Library takes their new appointees through an orientation process in December before they begin serving in January.

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Katrina Tiffany 812 Norwood Street Fayetteville, NC 28305 850-2145/491-2111	12/15	1st	Dec/18 12/31/18	Yes
Donald LaHuffman 616 McAphin Drive Fayetteville, NC 28301 910-488-8130	12/15	1st	Dec/18 12/31/18	Yes
Paige W. Ross 5339 Clubhouse Lane Hope Mills, NC 28348 339-1715/919-630-0187	12/17	2nd	Dec/20 12/31/20	No
Belinda J. Wilkerson 1429 Pepperchase Drive Fayetteville, NC 28312 223-5189/401-447-4273	6/17 (serving unexpired term; eligible for one additional term)	1st	Dec/18 12/31/18	Yes
Dr. Daniel Montoya 3505 Cokefield Drive Fayetteville, NC 28306 478-0646/672-1560	12/16	2nd	Dec/19 12/31/19	No
Brian J. Tyler 1414 Raeford Rd Fayetteville, NC 28305 717-514-6889	12/17	2nd	Dec/20 12/31/20	No
Betsy Small PO Box 228 Linden, NC 28356 910-980-0821	12/16	2nd	Dec/19 12/31/19	No

Commissioner Liaison: Glenn Adams

Contact: Jody Risacher, Library Director (or Marili Melchionne – 483-7727 x1304)

Meeting Date: 3rd Thursday of each month at 9:05 AM; (exception would be 2nd Thursday in December and no regularly scheduled meetings in July and August) – Meeting locations are different libraries within the County.