#### **AGENDA**

# CUMBERLAND COUNTY BOARD OF COMMISSIONERS JUDGE E. MAURICE BRASWELL CUMBERLAND COUNTY COURTHOUSE - ROOM 118 DECEMBER 6, 2021 9:00 AM

As a remote meeting under the N. C. Governor's State of Emergency Declaration and in compliance with the N. C. General Assembly's S.L. 20203, SB 704, this remote meeting will be simultaneously streamed online with live audio and video and will be available to the public and media live via the Cumberland County website (www.cumberlandcountync.gov/), Youtube page (youtube.com/user/CumberlandCountyNC/videos) and on the Cumberland County North Carolina TV (CCNC-TV) on Spectrum Cable Channel 5. There will be no public comment period or public hearings at this meeting.

INVOCATION - Commissioner Glenn Adams

PLEDGE OF ALLEGIANCE -

#### REMARKS FROM CHAIRMAN CHARLES EVANS

- 1. ELECTION OF OFFICERS
  - A. Chairman
  - B. Vice Chairman
- 2. PRESENTATION
  - A. Remarks of Incoming Chairman
- 3. APPROVAL OF AGENDA
- 4. CONSENT AGENDA
  - A. Approval of November 15, 2021 Special Meeting and November 15, 2021 Regular Meeting Minutes
  - B. Approval of Proclamation Recognizing a Retirement
  - C. Approval of Public Official Bonds
  - D. Approval of Resolution to Lease Certain Real Property to Crown Castle South, LLC
  - E. Approval of Formal Bid Award for the Digital Logging Recorder System
  - F. Approval of Budget Ordinance Amendments for the December 6, 2021 Board of County Commissioners' Agenda
- 5. ITEMS OF BUSINESS \*\*There are no Items of Business for this Meeting\*\*
- 6. NOMINATIONS
  - A. Farm Advisory Board (5 Vacancies)

B. Animal Services Board (1 Vacancy)

#### 7. APPOINTMENTS

- A. Joint Fort Bragg & Cumberland County Food Policy Council
- B. Cumberland County Juvenile Crime Prevention Council
- C. Cumberland County Workforce Development Board

## **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 CCNC-TV SPECTRUM CHANNEL 5

## **REGULAR BOARD MEETINGS:**

December 20, 2021 (Monday) - 6:45 PM January 3, 2022 (Monday) - 9:00 AM January 18, 2022 (Tuesday) - 6:45 PM



# **CLERK TO THE BOARD OF COMMISSIONERS**

# MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 6, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

**DATE:** 12/6/2021

SUBJECT: APPROVAL OF PROCLAMATION RECOGNIZING A RETIREMENT

# **BACKGROUND**

A request was received from Chairman Charles Evans for a proclamation recognizing the retirement of Mary Louise Hollingsworth Melvin.

## RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of the proclamation.

## **ATTACHMENTS:**

Description

Proclamation Recognizing a Retirement Backup Material

# Proclamation

WHEREAS, Mary Louise Hollingsworth Melvin is retiring as a member of the Music Ministry at Lewis Chapel Missionary Baptist Church after having faithfully and enthusiastically given seventy-six years of uninterrupted service that began in 1945 at the tender young age of twelve; and

WHEREAS, Mary Louise Hollingsworth Melvin's grandparents became members of Lewis Chapel Missionary Baptist Church in 1916 and she is now a time honored and esteemed third-generation member; and

WHEREAS, Mary Louise Hollingsworth Melvin is the longest serving member of the Daughters of Zion Auxiliary which she joined in 1959 and after serving sixty-eight years, is the last surviving founding member of the Floral Ministry which she joined in April 1953; and

WHEREAS, Mary Louise Hollingsworth Melvin has been a member of the Deaconess Ministry since 1983, is a former Group Leader for Mission Group Deborah and has served as a Vacation Bible School teacher and on numerous church committees; and

WHEREAS, Mary Louise Hollingsworth Melvin's husband is Deacon Edward L. Melvin, Sr.; her children are Eloise and Edward, Jr. (deceased) and wife, Dr. Shirley Melvin (deceased), and she is the proud grandmother to one grandson Edward L. Melvin, III and two granddaughters Sabrina Nichole and Erica.

NOW, THEREFORE, BE IT PROCLAIMED that We, the Cumberland County Board of Commissioners, join with the family and closest friends of Mary Louise Hollingsworth Melvin to extend to her best wishes upon her retirement from the Music Ministry at Lewis Chapel Missionary Baptist Church. May the spirit of music continue to be a part of her life and soul.

Adopted the 6th day of December 2021.

CHARLES E. EVANS, Chairman Cumberland County Board of Commissioners



# **CLERK TO THE BOARD OF COMMISSIONERS**

# MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 6, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

**DATE:** 12/6/2021

SUBJECT: APPROVAL OF PUBLIC OFFICIAL BONDS

#### **BACKGROUND**

Pursuant to North Carolina General Statutes, the Board of Commissioners must approve bonds for selected officials at its first meeting in December. The bonds for selected officials to be approved at the Board of Commissioners' Monday, December 6, 2021 meeting are attached.

## RECOMMENDATION / PROPOSED ACTION

Approve the bonds for selected officials as presented.

## **ATTACHMENTS:**

Description

Bonds for Selected Officials

Backup Material

# BONDS FOR SELECTED OFFICIALS BOARD OF COMMISSIONERS' MEETING MONDAY, DECEMBER 6, 2021

Name/Position	<u>Amount</u>	<u>Expires</u>	Broker	<u>Carrier</u>
Finance Officer (Vicki Evans - County of Cum	\$100,000.00 berland)	Indefinite	Marsh	Ohio Casualty Ins. Co.
Finance Officer (Vicki Evans - Norcress Water	\$50,000.00 and Sewer Distr	Indefinite ict)	Marsh	Ohio Casualty Ins. Co.
Finance Director (Vicki Evans - Tourism Develo	\$50,000.00 pment Authority	Indefinite	Marsh	Ohio Casualty Ins. Co.
Finance Director (Vicki Evans - Grays Creek Wa	\$50,000.00 ater and Sewer D	Indefinite istrict)	Marsh	Ohio Casualty Ins. Co.
Finance Director (Vicki Evans - Overhills Park V	\$50,000.00 Vater and Sewer	Indefinite District)	Marsh	Ohio Casualty Ins. Co.
Finance Director (Vicki Evans - Bragg Estates W	\$50,000.00 Vater and Sewer	Indefinite District)	Marsh	Ohio Casualty Ins. Co.
Finance Director (Vicki Evans - Kelly Hills Water	\$50,000.00 er and Sewer Dis	Indefinite strict)	Marsh	Ohio Casualty Ins. Co.
Finance Officer (Robert Tucker - Eastover Sanit	\$50,000.00 tary District)	Indefinite	Marsh	Ohio Casualty Ins. Co.
Accounting Supervisor (Robert Tucker - County of Cur	\$50,000.00 mberland)	Indefinite	Marsh	Ohio Casualty Ins. Co.
Accounting Supervisor (Ivonne Mendez)	\$50,000.00	Indefinite	Marsh	Ohio Casualty Ins. Co.
Register of Deeds (J. Lee Warren, Jr.)	\$25,000.00	Indefinite	Marsh	Ohio Casualty Ins. Co.
Tax Administrator (Joe Utley)	\$200,000.00	Indefinite	Marsh	Ohio Casualty Ins. Co.
Sheriff (Ennis Wright)	\$50,000.00	Indefinite	Marsh	Ohio Casualty Ins. Co.
Social Services (Brenda Reid Jackson - Social S	\$50,000.00 Services Director	Indefinite r)	Marsh	Ohio Casualty Ins. Co.
Community Development (Director - Delores Taylor)	\$20,000.00	Indefinite	Marsh	Ohio Casualty Ins. Co.
Finance Officer (Social Services - John Nalbone	\$50,000.00 e, Deputy Direct	Indefinite or)	Marsh	Ohio Casualty. Ins. Co.

# BONDS FOR SELECTED OFFICIALS BOARD OF COMMISSIONERS' MEETING MONDAY, DECEMBER 6, 2021

Name/Position	Amount	<u>Expires</u>	<u>Broker</u>	<u>Carrier</u>
Finance Officer (Sheriff's Office - Major Terry	\$50,000.00 Ray)	Indefinite	Marsh	Ohio Casualty Ins. Co.
Finance Officer (Sheriff's Office - Captain Rita	\$50,000.00 Tatum)	Indefinite	Marsh	Ohio Casualty Ins. Co.
Finance Officer (Sheriff's Office - Lisa Blauser,	\$50,000.00 Business Mana	Indefinite ger)	Marsh	Ohio Casualty Ins. Co.
Finance Officer (Sheriff's Office - Major Tandra	\$50,000.00 a Adams, Detent	Indefinite ion Center Admi	Marsh inistrator)	Ohio Casualty Ins. Co.
Finance Officer (Sheriff's Office-Capt. Nichole	\$50,000.00 Hoking, Deputy	Indefinite Det. Ctr. Admir	Marsh nistrator)	Ohio Casualty Ins. Co.
Finance Officer (Sheriff's Office - Lt. Clavion N	\$50,000.00 Morning, Deputy	Indefinite Sheriff)	Marsh	Ohio Casualty Ins. Co.
Finance Officer (Sheriff's Office - Captain Dona	\$50,000.00 ald Williams, De	Indefinite eputy Sheriff)	Marsh	Ohio Casualty Ins. Co.
Finance Officer (Sheriff's Office - Donald Carl,	\$50,000.00 Detention Center	Indefinite er)	Marsh	Ohio Casualty Ins. Co.
Finance Officer (Sheriff's Office - Lt. Brenda E	\$50,000.00 nglish, Detention	Indefinite (Center)	Marsh	Ohio Casualty Ins. Co.
Finance Officer (Sheriff's Office - Lt. Vida Harr	\$50,000.00 rington, Detention	Indefinite on Center)	Marsh	Ohio Casualty Ins. Co.
Finance Officer (Sheriff's Office - Sgt. Gilbert S	\$50,000.00 Sanchez, Detenti	Indefinite on Center)	Marsh	Ohio Casualty Ins. Co.
Finance Officer (Sheriff's Office - Sgt. Shemire	\$50,000.00 Nelms, Detention	Indefinite on Center)	Marsh	Ohio Casualty Ins. Co.
Finance Officer (Sheriff's Office - Sgt. Tyrone O	\$50,000.00 Cooper)	Indefinite	Marsh	Ohio Casualty Ins. Co.



#### OFFICE OF THE COUNTY MANAGER

## MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 6, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TRACY JACKSON, ASSISTANT COUNTY

MANAGER/ENVIRONMENTAL & COMMUNITY SAFETY

**DATE:** 11/22/2021

SUBJECT: APPROVAL OF RESOLUTION TO LEASE CERTAIN REAL PROPERTY TO CROWN CASTLE SOUTH, LLC

#### **BACKGROUND**

The Board adopted the required resolution of intent at its October 18, 2021 meeting, pursuant to G.S. 160A-272, the notice of intent was advertised in the *Fayetteville Observer* on October 22, 2021. The publisher's affidavit is attached. Adoption of the following resolution will authorize the Chairman to execute the lease.

#### RECOMMENDATION / PROPOSED ACTION

Adopt the following resolution:

The Cumberland County Board of Commissioners finds:

The real property located at 853 Technology Drive, Fayetteville, will not be needed for government purposes for the term proposed for the lease of the property to Crown Castle South, LLC.;

The Board adopted a resolution of intent to lease the property described herein at its regular meeting held October 18, 2021; and

The notice of the intent to lease the property was advertised in the *Fayetteville Observer* on October 22, 2021.

BE IT THEREFORE RESOLVED that the Chairman is authorized to execute a lease to Crown Castle South, LLC for that property consisting of approximately 4,200 square feet of land located at 853 Technology Drive, Fayetteville, NC, for a term not more than twenty (20) years commencing on September 24, 2022, at an annual rent of \$12,068.10 for the first five (5) years and then increase the annual rent every five (5) years thereafter by fifteen percent (15%).

# **ATTACHMENTS:**

DescriptionTypeFO AffidavitBackup MaterialProposed LeaseBackup MaterialOriginal LeaseBackup Material1st Amendment & ExtensionBackup Material

NORTH CAROLINA **Cumberland County** 

MYRA BROOKS CUMB CO ATTORNEY'S PO BOX 1829 FAYETTEVILLE, NC 28302 - 1879

Before the undersigned, a Notary Public, duly commissioned and authorized to administer oaths, affimations, etc., personally appeared said Legal Clerk. Who, being duly sworn or affimed, according to law, doth depose and say that he/she is a LEGAL CLERK of DB North Carolina Holdings, Inc., a corporation organized and doing business under the Laws of the State of Delaware, and publishing a newspaper known as the FAYETTEVILLE OBSERVER, in the city of Fayetteville, County of Cumberland and State of North Carolina, and that as such he/she makes this affidavit; that he/she is familiar with the books, files and business of said Corporation and by reference to the files of said publication the attached advertisement was inserted in the aforesaid newspaper in space and in the issues dated:

October 22, 2021

and at the time of publication The Fayetteville Observer was a newspaper meeting all the requirements and qualifications prescribed by Sec. No. 1-597 G.S. of N.C.

The above is correctly copied from the books and files of the aforesaid corporation and publication.

Legal Clerk

Notary Public, Wisconsin, County of Brown

sworn to before me and subscribed in my presence by this the 22nd day of October, 2021

FEE: \$108.25 AD #: 0005253745 ACCT: 017971203

AMY KOKOTT Notary Public State of Wisconsin PUBLIC NOTICE OF PROPOSED LEASE PURSUANT TO G.S. 160A-272

PURSUANT TO G.S. 1690-272

Lake notice that the Cumberland County Board of Commissioners has found that the real property described berein will not be needed for government purposes for the term of the brase described herein will not that the Board intends to adopt a resolution at its meeting to be held on December 6, 2021, approving the lease of approximately 4,200 square feet of lind located at \$53 Technology Drive, Fayetteville, NC, to Crown Castle South, LLC, for a term of the proving (20) years commencing September 21, 2022, at an annual rent of \$12,068,10 for the first line (5) years and then increase the annual rent every five (5) years thoreafter by fifteen percent (15%).

October 18, 2021.

October 19, 2021

W. Tracy Jackson Assistant County Manager 19/22 5/2517/45

#### SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT ("Second Amendment") is made effective this \_\_\_\_\_ day of \_\_\_\_\_\_, 2021, by and between THE COUNTY OF CUMBERLAND, a body politic and corporate of the State of North Carolina ("Landlord"), with a mailing address of P.O. Box 1070, Charlotte, NC 28201-1070, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company ("Tenant"), successor by merger with BellSouth Mobility LLC, a Georgia limited liability company, by Crown Castle South LLC, a Delaware limited liability company its attorney in fact, with a mailing address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, PA 15317.

WHEREAS, Landlord and Gearon & Co., Inc., a Georgia corporation ("Gearon"), entered into that certain Option and Lease Agreement dated June 2, 1997 (as amended and assigned, the "Agreement"), whereby Landlord leased to Gearon a portion of that property (said leased portion, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement being the "Property") located at 853 Technology Drive (Tax Parcel 0433-25-1988), Fayetteville, Cumberland County, North Carolina, which property is described in Book 2927, Page 153 in the Cumberland County Register of Deeds ("Registry"). The Agreement is evidenced by, and the Property is described in, that Memorandum and Amendment of Lease ("First Amendment") recorded in Book 5048, Page 93 of the Registry, which amended the description of the Property and established the commencement date of the Agreement as September 24, 1997; and

WHEREAS, the term of the Agreement commenced on September 24, 1997, and has an original term, including all extension terms, that will expire on September 23, 2022 ("Original Term"), and Landlord and Tenant now desire to amend the terms of the Agreement to provide for additional extension terms beyond the Original Term, and to make other changes.

NOW THEREFORE, in exchange for the mutual promises contained herein, Landlord and Tenant agree to amend the Agreement as follows:

- 1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The recitals in this Second Amendment are incorporated herein by this reference.
- 2. Section 3 of the Agreement is amended by replacing "four (4)" with "eight (8)", thereby adding four (4) additional five (5) year extension terms to the Agreement beyond the Original Term, and extending its total term to September 23, 2042, unless sooner terminated as provided in the Agreement.
- 3. As additional consideration for amending the Agreement in accordance with this Second Amendment, effective upon the full execution of this Second Amendment, the annual rent shall increase by an amount equal to fifteen percent (15%) of the annual rent in effect for the immediately preceding year.

Site Name: Technology Dr 141-044

Crown BU: 813211 Cingular Site: 10018679

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4. Section 4 of the Agreement is amended by inserting the following after the rent for the fourth  $(4^{th})$  five (5) year extension term:

Commencing on September 24, 2022, and every five (5) years thereafter (each an "Adjustment Date"), the annual rent shall increase by an amount equal to fifteen percent (15%) of the annual rent in effect for the year immediately preceding the Adjustment Date.

- 5. Section 5 of the Agreement is amended by replacing "fourth  $(4^{th})$ " in each place it appears with "eighth  $(8^{th})$ ".
- 6. Section 20 of the Agreement is amended by deleting Tenant's notice addresses in their entirety and replacing them with the following:

Tenant: New Cingular Wireless PCS, LLC

Attn: Network Real Estate Administration

RE: Cell Site # BU 813211

Cell Site Name: Technology Dr 141-044

10018679

1025 Lenox Park Blvd. NE

3<sup>rd</sup> Floor

Atlanta, GA 30319

With a copy to:

AT&T Legal Department- Network

Attn: Network Counsel

Re: 10018679 208 S. Akard Street

Dallas, Texas, 75202-4206

With a copy to:

Crown Castle South LLC c/o Crown Castle USA Inc.

General Counsel

Attn: Legal-Real Estate Department

2000 Corporate Drive

Canonsburg, Pennsylvania 15317-8564

7. Landlord hereby acknowledges that Tenant may enter into a sublease or license with Dish Wireless L.L.C. ("Dish") for all or a portion of the Property for all uses permitted under the Agreement, including, without limitation, installing, operating and maintaining communications equipment, cables and shelters. Dish shall have the same rights of ingress and egress to the Property, and the provision of utilities thereto, in the same manner and to the same extent as granted and conveyed to Tenant under the Agreement. This provision shall satisfy any requirement under the Agreement to provide notice or obtain consent for entering into a sublease or license with Dish.

Site Name: Technology Dr 141-044

- 8. As additional consideration for amending the Agreement in accordance with this Second Amendment, Tenant agrees to pay to Landlord Five Thousand Dollars (\$5,000.00) ("Signing Bonus") within sixty (60) days of full execution of this Second Amendment by the parties. Landlord acknowledges that the Signing Bonus may be paid by Crown Castle South LLC, a Delaware limited liability company ("Crown"), on behalf of Tenant. By signing this Second Amendment, Landlord agrees to accept the Signing Bonus from Crown, and Landlord further agrees that the acceptance by Landlord of the Signing Bonus will be a complete accord and satisfaction of that said obligation. Upon payment of the Signing Bonus, Landlord waives and releases Tenant and Crown from any and all claims Landlord may have pursuant to the Agreement (or otherwise) related to or arising out of the Signing Bonus.
- 9. <u>Representations, Warranties and Covenants of Landlord</u>. Landlord represents, warrants and covenants to Tenant as follows:
- a. Landlord is duly authorized to and has the full power and authority to enter into this Second Amendment and to perform all of Landlord's obligations under the Agreement as amended hereby. Landlord has complied with all applicable laws in entering into this Second, including, without limitation, any laws requiring prior public notice or opportunity for bidding on same, and Tenant is relying on such compliance in entering into this Second Amendment.
- b. Tenant is not currently in default under the Agreement, and to Landlord's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Agreement.
- c. Landlord agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Property under the Agreement as amended hereby.
- d. Landlord acknowledges that the Property, as defined, shall include any portion of Landlord's property on which communications facilities or other Tenant improvements exist on the date of this Second Amendment.
- 10. Tenant reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Property and any access and utility easements associated therewith. Tenant shall be permitted to attach the Survey as an exhibit to this Second Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this Second Amendment.
- 11. <u>IRS Form W-9</u>. Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Second Amendment and at such other times as may be reasonably requested by Tenant. In the event the Property is transferred, the succeeding Landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new landlord. Landlord's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall

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Crown BU: 813211 Cingular Site: 10018679

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be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from Rent payments.

12. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this Second Amendment is hereby amended to be consistent with this Second Amendment. All of the provisions hereof shall inure to the benefit of and be binding upon Landlord and Tenant, and their personal representatives, heirs, successors and assigns. This Second Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, it being understood that all parties need not sign the same counterparts.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Site Name: Technology Dr 141-044

IN WITNESS WHEREOF, Landlord and Tenant have signed this instrument under seal and have caused this Second Amendment to be duly executed on the day and year first written above.

Landlord:

The County of Cumberland, a body politic and corporate of the State of North Carolina

By:\_\_\_\_\_\_\_\_(SEAL)

Print Name:\_\_\_\_\_\_\_\_(SEAL)

Title:

Site Name: Technology Dr 141-044

IN WITNESS WHEREOF, Landlord and Tenant have signed this instrument under seal and have caused this Second Amendment to be duly executed on the day and year first written above.

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New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: Crown Castle South LLC, a Delaware limited liability company its Attorney-in-Fact

By:	(SEAL)
Print Name:	
Title:	

Site Name: Technology Dr 141-044

Prepared by: Parker Poe Adams & Bernstein LLP P.O. Box 389 Raleigh, NC 27602

Return to: Crown Castle 8020 Katy Freeway Houston, TX 77024

Tax ID: 0433-25-1988

Cross index: Book 5048, Page 93

#### MEMORANDUM OF SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS MEMORANDUM OF SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT ("Amended Memorandum") is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between THE COUNTY OF CUMBERLAND, a body politic and corporate of the State of North Carolina ("Landlord"), with a mailing address of P.O. Box 1070, Charlotte, NC 28201-1070, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company ("Tenant"), successor by merger with BellSouth Mobility LLC, a Georgia limited liability company, by Crown Castle South LLC, a Delaware limited liability company its attorney in fact, with a mailing address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, PA 15317.

WHEREAS, Landlord and Gearon & Co., Inc., a Georgia corporation ("Gearon"), entered into that certain Option and Lease Agreement dated June 2, 1997 (as amended and assigned, the "Agreement"), whereby Landlord leased to Gearon a portion of that property (said leased portion, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement being the "Property") located at 853 Technology Drive (Tax Parcel 0433-25-1988), Fayetteville, Cumberland County, North Carolina, which property is described in Book 2927, Page 153 in the Cumberland County Register of Deeds ("Registry"). The Agreement is evidenced by, and the Property is described in, that Memorandum and Amendment of Lease ("First Amendment") recorded in Book 5048, Page 93 of the Registry, which amended the

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Site Name: Technology Dr 141-044

Crown BU: 813211 Cingular Site: 10018679

PPAB 6596836V1

description of the Property and established the commencement date of the Agreement as September 24, 1997; and

WHEREAS, the term of the Agreement commenced on September 24, 1997, and has an original term, including all extension terms, that will expire on September 23, 2022 ("Original Term"), and Landlord and Tenant now desire to amend the terms of the Agreement to provide for additional extension terms beyond the Original Term, and to make other changes; and

WHEREAS, Landlord and Tenant made and entered into a Second Amendment to Option and Lease Agreement of even date herewith ("Second Amendment") and pursuant to the terms of, and for that consideration recited in, the Second Amendment, the parties wish to hereby amend certain provisions of the Agreement, and provide this Amended Memorandum as notice thereof, as follows:

- 1. Landlord does hereby lease and grant unto Tenant, its successors and assigns, the Property for four (4) additional five (5) year extension terms beyond the Original Term, such that the Original Term and all extension terms of the Agreement may last for a term of forty-five (45) years, expiring on September 23, 2042, unless sooner terminated as provided in the Agreement; provided that upon expiration of the extension terms the Agreement shall automatically renew for one (1)-year terms unless either party provides notice of termination to the other party.
- 2. The description of the Property is provided in the First Amendment recorded in the Registry in Book 5048, Page 93. A copy of such description is attached hereto as <u>Exhibit A</u>.
- 3. This Amended Memorandum contains only selected provisions of the Second Amendment, and reference is made to the full text of the Agreement and the Second Amendment for their full terms and conditions, which are incorporated herein by this reference. Except as otherwise provided in the Second Amendment and this Amended Memorandum, the terms and conditions of the Agreement remain in full force and effect. This Amended Memorandum may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, it being understood that all parties need not sign the same counterparts. A copy of the Agreement and its amendments are located at the office of the Tenant.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Site Name: Technology Dr 141-044

IN WITNESS WHEREOF, the parties hereto have signed this instrument under seal and have executed this Amended Memorandum as of the date first above written.

	Landlord:
	The County of Cumberland, a body politic and corporate of the State of North Carolina
	By:(SEAL) Print Name: Title:
STATE OF	
COUNTY OF	
to me that he or she signed the forego Lease Agreement under seal: The Coun	ersonally appeared before me this day, each acknowledging bing Memorandum of Second Amendment to Option and aty of Cumberland, a body politic and corporate of the State
of North Carolina, by	, its
Date:	By:
	Print Name:Notary Public
[SEAL OR STAMP]	My Commission Expires:

Site Name: Technology Dr 141-044

IN WITNESS WHEREOF, the parties hereto have signed this instrument under seal and have executed this Amended Memorandum as of the date first above written.

	Tenant:	
	New Cingular Wireless a Delaware limited liab	
	By: Crown Castle South LLC, A Delaware limited liability company Its Attorney-in-Fact	
	By:Print Name:	(SEAL)
	Title.	
STATE OF		
COUNTY OF		
I certify that the following person(s) person to me that he or she signed the foregoin Lease Agreement under seal: Crown Cast Attorney-in-Fact for New Cingular Wirele	g Memorandum of Second Ar le South LLC, a Delaware limess PCS, LLC, a Delaware lime	mendment to Option and ited liability company, as ited liability company, by
Data	D <sub>vv</sub>	
Date:	Print Name:	
	Notary Public	
[SEAL OR STAMP]		xpires:

Site Name: Technology Dr 141-044

#### **EXHIBIT A**

#### LEGAL DESCRIPTION

Being a portion of that certain parcel of land lying in Cumberland County, North Carolina, now or formerly the property of County of Cumberland, State of North Carolina as described in the following Deed: Book 2927, Page 153; of the Cumberland County Registry, and being more particularly described as follows:

#### Lease Area:

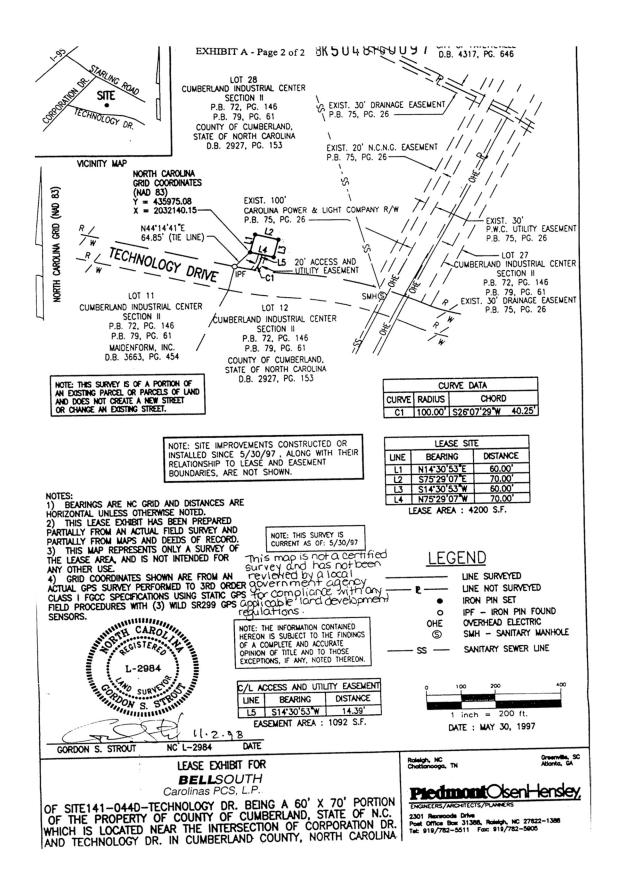
Beginning at a point having North Carolina Grid Coordinates (NAD 83) of Y=435975.08 and X=2032140.15, said Beginning Point being located N 44-14-41 E 64.85 feet from an existing iron pipe marking the northern right of way of Technology Drive and the southern property line of the County of Cumberland, State of North Carolina as described above; thence from said Beginning Point N 14-30-53 E 60.00 feet; thence S 75-29-07 E 70.00 feet; thence S 14-30-53 W 60.00 feet; thence N 75-29-07 W 70.00 feet to the Beginning, containing 4200 square feet as shown on Lease Exhibit for BellSouth by Piedmont Olsen Hensley dated May 30, 1997.

Together with a variable nonexclusive easement for utilities and for ingress, egress and regress for pedestrians and vehicular access to the above described as follows:

Commencing at a point having North Carolina Grid Coordinates (NAD 83) of Y=435975.08 and X=2032140.15, said Point being located N 44-14-41 E 64.85 feet from an existing iron pipe marking the northern right of way of Technology Drive and the southern property line of County of Cumberland, the place and Point of Beginning; thence from said Point of Beginning the place and Point of Beginning; thence from said Point of Beginning and curve having a radius of 100.00 feet and a chord bearing and distance of Drive, containing 1092 square feet as shown on Lease Exhibit for BellSouth by Piedmont Olsen Hensley dated May 30, 1997.

Together with a utility easement across the lands of the Landlord in a location reasonably designated by the Tenant, or the utility provider installing the service, so as to provide electrical service to the Leased Area sufficient to operate the improvements of Tenant on the Leased Area.

Site Name: Technology Dr 141-044



Site Name: Technology Dr 141-044

trick Stockton

Skite 400

BK 5048 PG 0053

Releigh, NC 27607 STATE OF NORTH CAROLINA COUNTY OF CUMBERLAND

RECEIVED

3-5-1999 PM 4

GEORGE E. TATUM
REGISTER OF DEEDS

GEORGE E. TATUM REGISTER OF DEEDS MBERLAND COUNTY, N

MEMORANDUM AND AMENDMENT OF ELEASE CO., N.C.

This Memorandum and Amendment of Lease is by and between THE COUNTY OF CUMBERLAND, a body politic corporate of the State of North Carolina ("Landlord") and BELLSOUTH CAROLINAS PCS, L.P., a Delaware limited partnership ("Tenant"), pursuant to which Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Premises upon the following terms:

Date of Lease:

June 2, 1997

Description of Property:

See Exhibit A attached hereto and incorporated herein by reference.

Term:

Five (5) year initial term, with Four (4) additional option terms of Five (5) years each, for a total of Twenty-Five (25) years, including extensions and renewals, if any.

Commencement Date:

September 24, 1997

The purpose of this Memorandum and Amendment of Lease is to give record notice of the Lease and of the rights created thereby and to modify the legal description of the subject property to be as shown on EXHIBIT A, attached hereto and incorporated herein by reference, all of which are hereby confirmed and all terms of which are incorporated into this Memorandum and Amendment of Lease by reference.

Signature Page Attached Hereto and Incorporated Herein by Reference

16.00/3211

IN WITNESS WHEREOF, the parties have executed this Memorandum and Amendment of Lease as of the dates set forth in their respective acknowledgments.

LANDLORD:

COUNTY OF CUMBERLAND

BY: Mornant. Bourde

Chairman

Cumberland County Board of Commissioners

ATTEST: Marke Fople	
· · · Clerk to the Board	
(CORPORATE SEAL)	

STATE OF NORTH CAROLINA

**COUNTY OF CUMBERLAND** 

I, Donck le Roynor, a Notary Public of the County and State aforesaid, do hereby certify that Mark for for this day appeared before me and acknowledged that he/she is Clerk of the Board of the County Commissioners of Cumberland County, and that pursuant to a resolution adopted by said Board, and as the act of Cumberland County, the foregoing instrument was signed in its name by Thomas B. Back , its Chairman, sealed with it corporate seal, and attested by himself/herself as its Clerk.

Witness my hand and official stamp or seal, this 1st day of March, 1999.



My Commission Expires: 9/2/03

Phonda C Rayron

Notary Public

#### **TENANT:**

BELLSOUTH CAROLINAS PCS, L.P., a Delaware limited partnership (SEAL)

By:

BELLSOUTH PERSONAL COMMUNICATIONS, INC.,

a Delaware corporation, general partner

RV.

Bil**le**. Mayberry

Assitant Vice Plesident Real Estate

ATTEST:

Mark Van Dyke

CORPORATE SEAL)

STATE OF Googla

COUNTY OF

I, a Notary Public for said county and state, do hereby certify that Mark Van Dyke personally appeared before me this day and acknowledged that he/she is Assistant Secretary of BELLSOUTH PERSONAL COMMUNICATIONS, INC., a Delaware corporation, general partner of BELLSOUTH CAROLINAS PCS, L.P., a Delaware limited partnership, and that by authority duly given and as the act of the corporation on behalf of the partnership the foregoing instrument was signed in its name by its Assistant Vice President - Real Estate, sealed with its corporate seal and attested by him/her as its Assistant Secretary.

1999.

WITNESS my hand and official seal this 2 day of February

Notary Public

My Commission Expires:

4/1/02

RALLIB01:496064.01

141-044

OR Marley Mallar

The foregoing Certificate(s) of Rhoydo C.	Rounor & Marilene Mc Cletlan
id/are certified to be correct. This instrument and this ce	ertificate are duly registered at the date and time and in the Book and Page shown
on the first page hereof.	REGISTER OF DEEDS FOR CUMBERLAND COUNTY,
By What W. Headley	Deputy / Assistant - Register of Deeds

BK5048PG0096

# EXHIBIT A - Page 1 of 2

SITE 141-044-D-TECHNOLOGY DR.

# LEGAL DESCRIPTION

Being a portion of that certain parcel of land lying in Cumberland County, North Carolina, now or formerly the property of County of Cumberland, State of North Carolina as described in the following Deed: Book 2927, Page 153; of the Cumberland County Registry, and being more particularly described as follows:

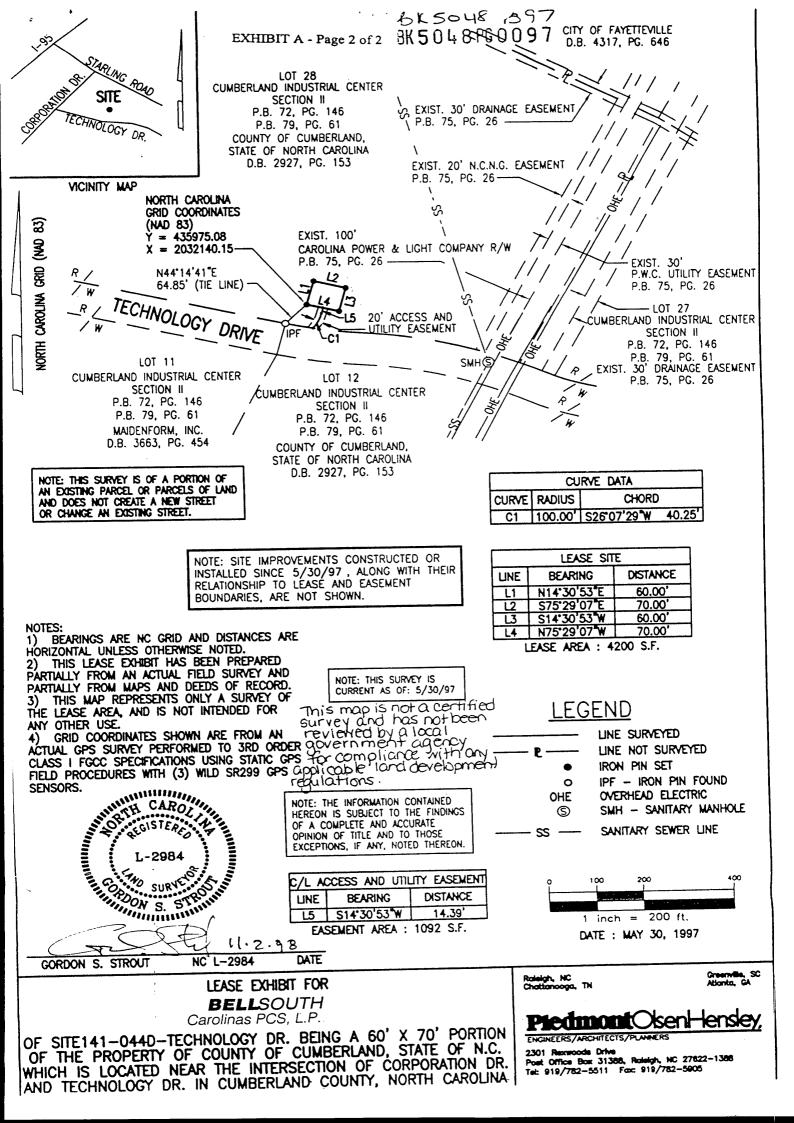
#### Lease Area:

Beginning at a point having North Carolina Grid Coordinates (NAD 83) of Y=435975.08 and X=2032140.15, said Beginning Point being located N 44-14-41 E 64.85 feet from an existing iron pipe marking the northern right of way of Technology Drive and the southern property line of the County of Cumberland, State of North Carolina as described above; thence from said Beginning Point N 14-30-53 E 60.00 feet; thence S 75-29-07 E 70.00 feet; thence S 14-30-53 W 60.00 feet; thence N 75-29-07 W 70.00 feet to the Beginning, containing 4200 square feet as shown on Lease Exhibit for BellSouth by Piedmont Olsen Hensley

Together with a variable nonexclusive easement for utilities and for ingress, egress and regress for pedestrians and vehicular access to the above described as follows:

Commencing at a point having North Carolina Grid Coordinates (NAD 83) of Y=435975.08 and X=2032140.15, said Point being located N 44-14-41 E 64.85 feet from an existing iron pipe marking the northern right of way of Technology Drive and the southern property line of County of Cumberland, State of North Carolina as described above; thence S 75-29-07 E 35.00 feet to S 14-30-53 W 14.39 feet; thence along the arc of a curve to the right, S 26-07-29 W 40.25 to a point on the northern right-of-way line of Technology Drive, containing 1092 square feet as shown on Lease Exhibit for BellSouth by Piedmont Olsen Hensley dated May 30, 1997.

Together with a utility easement across the lands of the Landlord in a location reasonably designated by the Tenant, or the utility provider installing the service, so as to provide electrical service to the Leased Area sufficient to operate the improvements of Tenant on the Leased Area.



#### **STARLING 141-044-D**

# **OPTION AND LEASE AGREEMENT**

This Option and Lease Agreement (the "AGREEMENT") is entered into pursuant to North Carolina General Statute 158.7.1 as of the 2nd day of June, 1997 between THE COUNTY OF CUMBERLAND, a body politic corporate of the State of North Carolina (the "LANDLORD") and GEARON & CO., INC. (the "TENANT").

# **PROPERTY**

LANDLORD is the owner of certain real property located in Cumberland County, State of North Carolina and TENANT desires to obtain an option to lease a portion of such real property, containing approximately 4200 square feet, together with a right of way thereto, as hereinafter described (such portion of real property and such right of way being hereinafter called the "Property"). The Property is more specifically described in Exhibit "A". Attached hereto and made a part hereof by reference.

## **OPTION**

NOW, THEREFORE, in consideration of the sum of Five Hundred Dollars (\$500.00) (the "OPTION MONEY"), to be paid by TENANT to LANDLORD upon TENANT's execution of this Agreement, LANDLORD hereby grants to TENANT the exclusive right and option (the "OPTION") to lease the Property in accordance with the terms and conditions set forth herein.

Option Period. The Option may be exercised at any time on or prior to July 1, 1997 (the "OPTION PERIOD"). At TENANT's election, and upon TENANT's written notice to LANDLORD prior to expiration of the Option Period, the Option Period may be further extended for an additional period of six (6) months, through and including January 1, 1998 with an additional payment of Five Hundred Dollars (\$500.00) by TENANT to LANDLORD for the extension of the Option Period. The Option Period may be thereafter further extended by mutual agreement in writing. If TENANT fails to exercise the Option within the Option Period, as it may thereafter be extended as provided herein, the Option shall terminate, all rights and privileges granted hereunder shall be deemed completely surrendered, LANDLORD shall retain all money paid for the Option, and no additional money shall be payable by either party to the other.

<u>Transfer of Option</u>. The Option may be sold, assigned, or transferred at any time by TENANT to TENANT's parent company or any affiliate or subsidiary of TENANT or its parent company or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent

GEARON & CO., INC.
OPTION AND LEASE AGREEMENT

of LANDLORD, such consent not to be unreasonably withheld. From and after the date the Option has been sold, assigned or transferred by TENANT to a third party agreeing to be subject to the terms hereof, TENANT shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

Changes in Property During Option Period. If during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LANDLORD decides to subdivide, sell or change the status of the zoning of the Property or the other real property of LANDLORD contiguous to, surrounding, or in the vicinity of the Property ("LANDLORD's Surrounding Property"), LANDLORD shall immediately notify TENANT in writing. Any sale of the Property shall be subject to TENANT's rights under this Agreement. LANDLORD agrees that during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LANDLORD shall not initiate or consent to any change in the zoning of the Property or LANDLORD's Surrounding Property or impose or consent to any change in the zoning of the Property or LANDLORD's Surrounding Property or impose or consent to any other restriction that would prevent or limit TENANT from using the Property for the uses intended by TENANT as hereinafter set forth in this AGREEMENT.

<u>Title</u>. LANDLORD warrants that LANDLORD is seized of good and marketable title to the Property and has the full power and authority to enter into and execute this Agreement. LANDLORD further warrants that there are no deeds to secure debt, mortgages, liens or judgments encumbering the Property, and that there are no other encumbrances on the title to the Property that would prevent TENANT from using the Property for the uses intended by TENANT as hereinafter set forth in this Agreement.

Inspections, LANDLORD shall permit TENANT during the Option Period, and any extension thereof, free ingress and egress to the Property by TENANT and its employees, agents and contractors to conduct structural strength analyses, subsurface boring tests, radio frequency tests and such other tests, investigations and similar activities as TENANT may deem necessary, at the sole cost of TENANT. TENANT and its employees, agents, and contractors shall have the right to bring the necessary vehicles and equipment onto the Property and the Surrounding Property to conduct such tests, investigations and similar activities. TENANT shall indemnify and hold LANDLORD harmless against any loss or damage for personal injury and physical damage to the Property, LANDLORD's Surrounding Property or the property of third parties resulting from any such tests, investigations and similar activities.

Surveys. LANDLORD also hereby grants to TENANT the right to survey the Property and LANDLORD's Surrounding Property or portion thereof, and the legal

GEARON & CO., INC.
OPTION AND LEASE AGREEMENT

description of the Property on the survey obtained by TENANT shall then become Exhibit "C", which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A". If as a result of any tests or investigations conducted by TENANT, or if required in connection with obtaining any necessary zoning approvals or other certificates, permits, licenses or approvals, TENANT desires to alter or modify the description of the Property in Exhibit "A" so as to relocate or enlarge all or any portion of the Property to other portions of LANDLORD's Surrounding Property (a "Relocation Site"), TENANT shall notify LANDLORD of such desire and deliver to LANDLORD a copy of the survey and legal description of the portions of the Property and LANDLORD's Surrounding Property that TENANT proposes as a Relocation Site. LANDLORD shall have the right to approve any Relocation Site, and LANDLORD agrees not to unreasonably withhold its approval, such approval to be based on commercially reasonable standards. LANDLORD agrees to review and consider TENANT's relocation request and any proposed Relocation Site in good faith and to cooperate with TENANT to attempt, if reasonably possible, to approve the TENANT's proposed Relocation Site or such other Relocation Site as may be agreed upon by LANDLORD and TENANT as will allow TENANT to use the same for the use intended by TENANT for the Property as hereinafter set forth in this Agreement. If LANDLORD approves a Relocation Site, then TENANT shall have the right to substitute the Relocation Site for the Property and to substitute the description of the approved Relocation Site for the description of the Property in Exhibit "A", and the Property shall thereafter consist of the Relocation Site so approved and substituted. If requested by TENANT, LANDLORD shall execute an amendment to this Agreement to evidence the substitution of the Relocation Site as the Property.

Governmental Approvals. TENANT's ability to use the Property is contingent upon its obtaining all certificates, permits, and other approvals that may be required by any federal, state or local authorities. If requested by TENANT, any such applications may be filed with respect to, not only the Property, but also LANDLORD's Surrounding Property. TENANT will perform all other acts and bear all expenses associated with any zoning or other procedure necessary to obtain any certificate, permit, license or approval for the Property deemed necessary by TENANT. LANDLORD agrees not to register any written or verbal opposition to any such procedures.

<u>Utility Services</u>. During the Option Period, and during the term of this Agreement if the Option is exercised, LANDLORD shall cooperate with TENANT in TENANT's effort to obtain utility services along the access right-of-way contained in the Property by signing such documents or easements as may be required by the utility companies. In the event any utility company is unable to use the aforementioned right of way LANDLORD hereby agrees to grant an additional right of way either to TENANT or to the utility company at no cost to TENANT or to the utility company. If LANDLORD fails to fulfill LANDLORD's

obligations to cooperate with TENANT as required herein in obtaining the governmental approvals or utility services contemplated by this Agreement, then in addition to any rights or remedies that TENANT may have at law or in equity, TENANT shall also be entitled to reimbursement from LANDLORD upon demand of all costs and expenses incurred by TENANT in connection with its activities under this Agreement, including (but not limited to) costs of environmental assessments, title examinations, zoning application fees, and attorneys' fees and other legal expenses of TENANT.

**Exercise of Option**. TENANT shall exercise the Option by written notice to LANDLORD by certified mail, return receipt requested. The notice shall be deemed effective on the date it is posted. On and after the date of such notice, this Agreement shall also constitute a lease agreement between LANDLORD and TENANT on the following terms and conditions:

# LEASE AGREEMENT

- 1. Lease of Property. LANDLORD hereby leases to TENANT the Property, which lease includes the grant of a nonexclusive right and easement during the term of this Agreement for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under or along the twenty-foot (20") wide right-of-way extending from the nearest public right-of-way, which is known as Technology Drive, to the Property, as such right-of-way is described on Exhibit A hereto (the Right-of-Way").
- 2. <u>Initial Term and Rental</u>. This Agreement shall be for an initial term of five (5) years beginning on the date the Option is exercised by TENANT at an annual rental of Six Thousand Dollars (\$6,000.00) to be paid in equal monthly installments on the first day of each month during the term, in advance, to Cumberland County Finance Director or to such other person, firm or place as the LANDLORD may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. If the Option is exercised on a date other than the first day of a calendar month, TENANT shall make a prorated payment of the installment of the annual rental payable for the first and last month of the term of this Agreement.
- 3. Extension of Term. TENANT shall have the option to extend the term of this Agreement for four (4) additional consecutive five (5) year periods. Each option for an extended term shall be deemed automatically exercised without notice by TENANT to LANDLORD unless TENANT gives LANDLORD written notice of its intention not to exercise any such option, in which case, the term of this Agreement shall expire at the end of the then current term. All references herein to the term of this Agreement shall include the term as it is extended as provided in this Agreement.

4. Extended Term Rental. The annual rental for the extended terms shall be as follows:

Extended Term	<u>Annual Rental</u>
1st five year renewal	\$ 6,900.00
2nd five year renewal	\$ 7,935.00
3rd five year renewal	\$ 9,125.00
4th five year renewal	\$10,494.00

The annual rental for the extended terms shall be payable in the same manner as the annual rental for the initial term.

- 5. Continuance of Lease. If, at least six (6) months prior to the end of the fourth (4th) extended term, either LANDLORD or TENANT has not given the other written notice of its desire that the term of this Agreement end at expiration of the fourth (4th) extended term, then upon the expiration of the fourth (4th) extended term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the fourth (4th) extended term.
- 6. Use. TENANT shall use the Property for the purpose of constructing. maintaining and operating a communications facility and uses incidental thereto, which facility may consist of such buildings as are necessary to house telecommunications equipment and for related office space, a free standing monopole or three sided antenna structure of sufficient height, as determined by TENANT, now or in the future to meet TENANT's telecommunication needs and all necessary appurtenances, and a security fence of chain link or comparable construction that may, at the option of TENANT, be placed around the perimeter of the Property (collectively, the "Communications Facility"). All improvements to the Property necessary for TENANT's use shall be made at TENANT's expense. LANDLORD grants TENANT the right to use such portions of LANDLORD's Surrounding Property as are reasonably required for the construction, installation, maintenance, and operation of the Communications Facility, including (1) the right of ingress, egress, and regress to and from the Property for construction machinery and equipment, (2) the right to use such portions of LANDLORD's Surrounding Property as are reasonably necessary for storage of construction materials and equipment during construction of the Communications Facility, and (3) the right to construct and maintain improvements on LANDLORD's Surrounding Property and/or the Right-of-Way reasonably necessary for the maintenance and operation of the Communications Facility. TENANT

will maintain the Property and all of TENANTS's improvements on the Property in a reasonable condition.

TENANT, at TENANT's option, may erect either a self supporting tower or a guyed tower suitable for its proposed use. Should TENANT choose to erect a guyed tower, LANDLORD hereby grants an appurtenant easement to TENANT in, over, and across the Property as well as the property owned by LANDLORD surrounding the Property, as is deemed necessary by TENANT, its successors or assigns, for the purpose of anchoring, mounting, maintaining, repairing and replacing guy wires extending from TENANT's tower. The easement granted herein shall extend such distance from the TENANT's tower as is reasonably necessary, in TENANT's sole discretion, to properly support said tower with the area over which such wires extend being considered a part of the easement area and the leased Property. LANDLORD grants TENANT the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut, all tree limbs which may interfere with or fall upon TENANT's tower or the tower's guy wires or the TENANT's other improvements.

- 7. Governmental Approvals. LANDLORD shall cooperate with TENANT in its effort to obtain and maintain in effect all certificates, permits, licenses and other approvals required by governmental authorities for TENANT's use of the Property. The obligations of LANDLORD as set forth herein during the Option Period with respect to governmental approvals shall continue throughout the term of this Agreement. If at any time during the term of this Agreement, TENANT is unable to use the Property for a Communications Facility in the manner intended by TENANT due to imposed zoning conditions or requirements, or in the event that after the exercise of the Option, any necessary certificate, permit, license or approval is finally rejected or any previously issued certificate, permit, license or approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental authority, or soil boring tests or radio frequency propagation tests are found to be unsatisfactory so that TENANT, in its sole discretion, will be unable to use the Property for a Communications Facility in the manner intended by TENANT, TENANT shall have the right to terminate this Agreement by written notice to LANDLORD and all rentals paid to LANDLORD prior to the termination date shall be retained by LANDLORD. Upon such termination, this Agreement shall become null and void and LANDLORD and TENANT shall have no other further obligations to each other, other than TENANT's obligation to remove its property as hereinafter provided.
- 8. <u>Indemnification.</u> TENANT shall indemnify and hold LANDLORD harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Property by TENANT or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of LANDLORD or its employees or agents. LANDLORD agrees that TENANT

may self-insure against any loss or damage which could be covered by a comprehensive general public liability policy. TENANT's self-insurance plan must be approved by the County Risk-Management Department and the County Attorney's Office prior to construction.

- 9. <u>Taxes.</u> TENANT shall be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against the improvements constructed by TENANT on the Property or TENANTS leasehold interest.
- 10. Removal of Improvements. Title to all improvements constructed or installed by TENANT on the Property shall remain in TENANT, and all improvements constructed or installed by TENANT shall at all times be and remain the property of TENANT, regardless of whether such improvements are attached or affixed to the Property. TENANT, upon termination of this Agreement, shall, within a reasonable period, remove all improvements, fixtures and personal property constructed or installed on the Property by TENANT and restore the Property to its original above grade condition, reasonable wear and tear excepted. At LANDLORD's option, upon termination of this Agreement and upon LANDLORD's advance written notice to TENANT, TENANT will leave the foundation and security fence on the Property to become the property of LANDLORD. If such removal causes TENANT to remain on the Property after termination of this Agreement, TENANT shall pay rent at the then existing monthly rate, or on the existing monthly pro rata basis if based upon a longer payment term, until such time as the removal is completed.
- 11. <u>Sale of Property.</u> If LANDLORD, at any time during the initial or any extended term of this Agreement, decides to sell the Property, or all or any part of LANDLORD's Surrounding Property, to a purchaser other than TENANT, such sale shall be subject to this Agreement and TENANT's rights hereunder. LANDLORD agrees not to sell, lease or use any other areas of LANDLORD's Surrounding Property for the installation, operation or maintenance of other communications facilities if, in TENANT's sole judgment, such installation, operation or maintenance would interfere with TENANT's facilities.
- 12. **Quiet Enjoyment.** LANDLORD covenants that TENANT, on paying the rental and performing the covenants, terms and conditions required of TENANT contained herein, shall peaceably and quietly have, hold and enjoy the Property and the leasehold estate granted to TENANT by virtue of this Agreement.
- 13. Assignment. This Agreement may be sold, assigned or transferred at any time by TENANT to TENANT's parent company or any affiliate or subsidiary of TENANT or its parent company, to any successor entity with or into which TENANT is sold,

GEARON & CO., INC.
OPTION AND LEASE AGREEMENT

merged or consolidated, or to any entity resulting from a reorganization of TENANT or its parent company or to any third party agreeing to be subject to the terms hereof. Otherwise, this Agreement may not be sold, assigned or transferred without the written consent of LANDLORD, such consent not to be unreasonably withheld. TENANT may sublease the Property, but will provide notice to LANDLORD of the sublease.

- 14. **Condemnation.** If the whole of the Property, or such portion thereof as will make the Property unusable for the purposes herein leased, is condemned by any legally constituted public authority, then this Agreement, and the term hereby granted, shall cease from the time when possession thereof is taken by the public authority, and rental shall be accounted for as between LANDLORD and TENANT as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of LANDLORD and TENANT hereunder. However, nothing in this paragraph shall be construed to limit or adversely affect TENANT's right to an award of compensation from any condemnation proceeding for the taking of TENANT's leasehold interest hereunder or for the taking of TENANT's improvements, fixtures, equipment, and personal property.
- 15. Subordination. At LANDLORD's option, this Agreement shall be subordinate to any deed to secure debt or mortgage by LANDLORD which now or hereafter may encumber the Property, provided, that no such subordination shall be effective unless the holder of every such deed to secure debt or mortgage shall, either in the deed to secure debt or mortgage or in a separate agreement with TENANT, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure, of LANDLORD's interest in the Property, such holder shall recognize and confirm the validity and existence of this Agreement and the rights of TENANT hereunder, and this Agreement shall continue in full force and TENANT shall have the right to continue its use and occupancy of the Property in accordance with the provisions of this Agreement as long as TENANT is not in default of this Agreement beyond applicable notice and cure periods. TENANT shall execute in a timely manner whatever instruments may reasonably be required to evidence the provisions of this paragraph. In the event the Property is encumbered by a deed to secure debt or mortgage on the date of the exercise of the Option, LANDLORD, no later than ten (10) days after the Option has been exercised, shall obtain and furnish to TENANT a nondisturbance agreement in recordable form from the holder of each deed to secure debt or mortgage.
- 16. <u>Title Insurance</u>. TENANT, at TENANT's option, may obtain title insurance on the Property. LANDLORD, at LANDLORD's expense, shall cooperate with TENANT's efforts to obtain title insurance by executing documents or obtaining requested documentation as required by the title insurance company. If LANDLORD fails to provide requested documentation within thirty (30) days of TENANT's request, or fails to provide any non-disturbance agreement required in the preceding paragraph of this Agreement,

TENANT, at TENANT's option, may withhold and accrue the monthly rental until such time as all such documentation is received by TENANT:

- 17. Hazardous Substances. To the extent allowed by North Carolina law LANDLORD shall hold TENANT harmless from and indemnify TENANT against any damage, loss, expense, response costs or liability, including consultant fees and attorney's fees, resulting from the presence of hazardous substances on, under or around the Property or resulting from hazardous substances being generated, stored, disposed of or transported to, on, under or around the Property as long as the hazardous substances were not generated, stored, disposed of or transported to, on, under or around the Property by TENANT or its employees, agents or contractors. TENANT shall hold LANDLORD harmless from and indemnify LANDLORD against any damage, loss, expense, response costs or liability, including consultant fees and attorneys' fees, resulting from hazardous substances generated, stored, disposed of or transported to, on or under the Property as a result of TENANT's use of the Property. For purposes of this Agreement, "hazardous substances" shall mean (i) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, (ii) any substance which is flammable, radioactive, corrosive or carcinogenic, (iii) any substance the presence of which on the Property causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the property or property adjacent thereto, or (iv) any substance the presence of which on the property requires investigation or remediation under any hazardous substance law, as the same may hereafter be amended. "Hazardous Substance Law" means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Emergency Planning and Community Right to Know Act (SARA Title III) 42 U.S.C. §11001 et seq.; and any applicable state law or regulation.
- 18. Opportunity to Cure. If TENANT shall fail to pay any rental or other amounts payable under this Agreement when due, or if TENANT should fail to perform any other of the covenants, terms or conditions of this Agreement, prior to exercising any rights or remedies against TENANT on account thereof, LANDLORD shall first provide TENANT with written notice of the failure and provide TENANT with a thirty (30) day period to cure such failure (if the failure is a failure to pay rental or any other sum of money under this Agreement) or a sixty (60) day period to cure such failure (if the failure is a failure to perform any other covenant, term or condition of this Agreement). If the failure is not a failure to pay rental or any other sum of money hereunder but is not capable of being cured within a sixty (60) day period, TENANT shall be afforded a reasonable period to time to

cure the failure provided that TENANT promptly commences curing the failure after the notice and prosecutes the cure to completion with due diligence.

- 19. <u>Governing Law.</u> This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State of North Carolina with venue in Cumberland County.
- 20. **Notices.** All notices hereunder must be in writing and shall be deemed validly given on the date when deposited in the United States mail, by certified mail, return receipt requested, addressed as follows (or to any other address that the party to be notified may have designated to the other party by like notice at least ten (10) days prior thereto):

TENANT:

Gearon & Co., Inc.

1760 The Exchange, N.W. Suite 200

Atlanta, Georgia 30339

LANDLORD:

County Manager

County of Cumberland

P.O. Box 1829

Fayetteville, N.C. 28302-1829

The parties may substitute recipient's names and addresses by giving notice as provided hereunder. Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

- 21. <u>Binding Effect.</u> This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of LANDLORD and TENANT and shall constitute covenants running with the land.
- 22. Miscellaneous. This Agreement cannot be modified except by a written modification executed by LANDLORD and TENANT in the same manner as this Agreement is executed. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Agreement contains all agreements, promises and understandings between the LANDLORD and TENANT and no verbal or oral agreements, promises, statements, assertions or representations by LANDLORD or TENANT or any employees, agents, contractors or other representations of either, shall be binding upon LANDLORD

or TENANT. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement. At the request of TENANT, LANDLORD agrees to execute a memorandum or short form of this Agreement in recordable form, setting forth a description of the Property, the term of this Agreement and other information desired by TENANT for the purpose of giving public notice thereof to third parties.

23. <u>Survival.</u> The provisions hereof, which by their nature are continuing, shall continue to bind the parties beyond any termination hereof.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

## LANDLORD:

**COUNTY OF CUMBERLAND** 

J. LEE WARREN, JR., Chairman

ATTEST: Marshe Fogle

(CORPORATE SEAL)

**TENANT:** 

GEARON & CO. INC., a Georgia Corporation

BY:

SUE B. CHAPMAN, Asst. Vice President

ATTEST:

K.W. MASER, Secretary

(CORPORATE SEAL)

STATE OF ~
COUNTY OF
, a notary public for said county and
state, do hereby certify that K.W. Maser personally appeared before me this day and acknowledged that she is Secretary of GEARON & CO., INC., a Georgia corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Assistant Vice President, sealed with its corporate seal and attested by her as its Secretary.
WITNESS my hand and official seal this day of June 1997.
My Commission Expires:
********
STATE OF NORTH CAROLINA

I, <u>ELAINE J. BOWSER</u>, a Notary Public in and for the State of North Carolina, certify that MARSHA FOGLE personally appeared before me this day and acknowledged that she is the Clerk to the Board of County Commissioners; that J. LEE WARREN, JR. is the Chairman of said Board; that the seal affixed to the foregoing deed is the Corporate Seal of said Board; that said Deed was signed and sealed by said Chairman and attested by the said Clerk on behalf of said Board, all by its authority duly granted; and that said MARSHA FOGLE acknowledged the said Deed to be the act and deed of the said Board.

WITNESS my hand and seal this the 4th day of June 1997.

Elaine J. Boubly Notary Public

My commission expires: April 28, 1998

**COUNTY OF CUMBERLAND** 

J:\CM\CO\CMDHCOGC.477

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

WITNESSES:

TENANT:

GEARON & CO., INC., a Georgia corporation

Marcha Conwell

K.W. Maser, Vice President

Attest:

Aimée C. Malik, Assistant Secretary

ž

[CORPORATE SEAL]

STATE OF GEORGIA

**COUNTY OF COBB** 

I, Jerilyn Prowse, a notary public for said county and state, do hereby certify that Aimée C. Malik personally appeared before me this day and acknowledged that she is the Assistant Secretary of GEARON & CO., INC., a Georgia corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by her as its Assistant Secretary.

WITNESS my hand and official seal this 12th day of June, 1997.

Jerilyn Prowse

Notary Public

My Commission Expires:

05-25-2001

[NOTARY SEAL]





#### FINANCE OFFICE

#### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 6, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IVONNE MENDEZ, ACCOUNTING SUPERVISOR

**DATE:** 11/30/2021

SUBJECT: APPROVAL OF FORMAL BID AWARD FOR THE DIGITAL LOGGING RECORDER SYSTEM

#### **BACKGROUND**

Funds in the amount of \$1,422,324 have been budgeted for computer equipment for the Emergency Operations Center (EOC) capital project. Of that amount, \$130,598.85 has been designated to acquire and implement a digital logging recorder system (the amount of the recommended bid award). The new system should consist of technology that will satisfy the present needs and future growth of the EOC and be in compliance with the NENA 13 standard for NG911.

A formal bid process was conducted. A total of three proposals were received and evaluated. The evaluation results determined that Carolina Recording System proposal scored the highest and in addition was best value proposed at a total cost of \$130,598.85 for the first year. The total cost includes the purchase, installation, data migration, integration, training, project management, and implementation.

#### RECOMMENDATION / PROPOSED ACTION

Purchasing staff recommend awarding Bid Number 22-01-EMS, totaling \$130,598.85 to Carolina Recording Systems based on the best overall value standard of award.

#### **ATTACHMENTS:**

DescriptionTypeBid Award Request FormBackup MaterialEvaluation SummaryBackup Material



# Formal Bid Award Request (Eff. 6/21/21)

Please Note: This form is required for purchases in the formal bid range and must be completed and signed prior to any final bid award recommendations being submitted to a committee or the Board. Please complete all applicable fields.

Date: 11/01/2021 Department: Emergency Services	
Bid Description (If additional space necessary, may attach a	separate sheet): Digital Logging Recorder System #22-01-@MS
Amount of Bid Award (or estimated contract amount): \$130,8 \$100,000 or more County Manager and Board approval required.)  Budgeted Amount for Project: \$130,598.85 Original Board	598.85 (If \$90,000 – \$99,999.99 County Manager approval required only, if Budget (Y/N): Y or Budget Revision #:
Budget Line: Org. 4044597 Object Code: 577060	_ Project Code:
Department Bid Award Recommendation (specify the v	endor):
Justification (ex. lowest bidder) (Please note that if the lowest bidder) space necessary, may attach a separate sheet.):  Emergency Services used a selection rating summary form created by ITS to evaluate experience.	idder is not selected a detailed explanation must be provided. If additional ach vendor on experience, project approach, functional information, and cost.
Carolina Recording Systems out scored other vendors in service, support, and meeting to Carolina Recording System's submittal provides the best details as to methodology for in	the specific needs of CCESC. Although not the lowest bid, CRS provided the best value.
Form attached C total cost includes the Nexlog 740D at \$59,254.20, installation at \$12,5 CRS Provides the most experience as they have been in business the longest-serving many more 917	00.00, and Motorola Astro P25 licensing at \$58,844.65 for a total of \$130,598.85
	(Please note committee review/approval is not necessarily required for all
bids, if a department is not certain if committee review is necessary,  Recommended By:	
Department Head	_
Reviewed and Accepted By:	
This is within the County Manager's authority to approve This is within the BOCC authority to approve range, requ	e range   nesting County Manager approval to send forward to BOCC
Finance Director (Please see question below)	Any Caunon Date: 14/392028
Should this bid be submitted to the Agenda Session?  Yes No  Date:	County Manager (Please see question below)  Is the County Manager approval contingent upon any committee review/approvals of bid award? If so, please specify the required committee:
County I divident framegor	

FOR PURCHASING ONLY BELOW THIS LINE

DOA CHECKED IRAN CHECKED

#### Formal Bid Award #22-01-EMS

#### **ADDITIONAL NOTES**

The total amount budgeted for computer equipment for the EOC capital project is \$1,422,324. Of that amount, \$130,598.85 (the amount of the recommended bid award) is designated specifically for the Digital Logging Recorder System.

This RFP was issued in July 2021. An ITS project manager was assigned to conduct this bid process. The project manager resigned before the process was complete. As time allowed, another ITS staff person resumed the process and assisted the emergency services director in finalizing.

## RFP 22-01-EMS Digital Logging Recorder System - Selection Rating Summary

					Scores	
	Criteria	Reason for Selection	Points	Carolina Recording Systems	Equature	Edge One
1	Vendor Experience	Carolina Recording Systems has successfully installed and currently supports Eventide NexLog recording systems at several locations that are currently using a State of North Carolina Hosted Intrado Viper i3 ESInet and Motorola Astro P25 interface similar to the configuration that is being proposed to Cumberland County. Some of these locations include:  • City of Fayetteville Communications, Hosted Intrado, Motorola AIS, CRS supported since 2008  • City of Durham Emergency Communications Center, Hosted Intrado, Motorola AIS, CRS supported since 2002  • Guilford Metro 911, Hosted Intrado, Motorola AIS, CRS supported since 2002  • Harnett County E911 Communications, Hosted Intrado, Motorola AIS, CRS supported since 2011  • Sampson County 911 Communication Center, Hosted Intrado, Motorola AIS, CRS supported since 2019	22	19	12	9
2	Project Approach	Provided a complete description with pictures and diagrams of the proposed methodology for implementation of this project to include how they will approach the implementation to a fully functional system and how the proposed system will work. They also provided a schedule as requested with a timeline of completing the work, a clear description of how the transition will occur, and listed all materials and services expected from CCESC.	12	12	9	3
3	Functional Information	Provided recorder server hardware specifications, full listing of hardware and software, and the network attached storage server specifications with pictures of equipment. Also included warranty information, a description of specifications compliance as outlined in the objectives in the RFP and how the product will accommodate each objective. Provided training offered and support services.	15	15	8	8
4	Cost	Though selected vendor wasn't the lowest bid, they provide the greatest value for the specific needs of the CCESC, and ranked the highest by CCESC in overall service, technology, support, and meeting the specific needs of the CCESC.	8	6	5	4
5	Vendor References	Provided 6 references and 5 of those responded to the survey. These references are all NC local government agencies that have had similar services and technologies provided. The responses were unanimously positive with 100% ratings of Strongly Agree or Agree and a 98% Net Promoter Score.	33	31	31	0
		Overall Totals:	90	83	65	24

#### Project Approvers Selection Approval:

Selection above has been evaluated and approved by the Digital Logging Recorder System Project Approvers below.

Gene Booth Adam Johnson Emergency Services Director Communications Manager



#### **BUDGET DIVISION**

#### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 6, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY H. CANNON, COUNTY MANAGER

**DATE:** 12/1/2021

SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE DECEMBER 6, 2021 BOARD OF COUNTY COMMISSIONERS' AGENDA

#### **BACKGROUND**

**General Fund 101** 

1) Emergency Services Grants – Budget Ordinance Amendment B220223 to recognize grant funds in the amount of \$40,800 from the Homeland Security Grant Program

The Board is requested to approve Budget Ordinance Amendment B220223 in the amount of \$40,800 to recognize grant funds from the Homeland Security Grant Program (HSGP). This funding will be used to purchase a first responder rehabilitation trailer to provide hydration and warming/cooling for first responders while they are operating at lengthy incidents under extreme conditions.

Please note this amendment requires no additional county funds.

2) Emergency Services – Budget Ordinance Amendment B220251 to recognize funds in the amount of \$10,950 from the Fire Chief's Association

The Board is requested to approve Budget Ordinance Amendment B220251 in the amount of \$10,950 from the Fire Chief's Association. This is an addition to the Computer Aided Dispatch (CAD) Software called One Solution Generic CAD Event Report which will allow the CAD program to send fire dispatch call information to a new records management system. Cumberland County will purchase the software and will be reimbursed by the Fire Chief's Association.

Please note this amendment requires no additional county funds.

3) Cooperative Extension – Budget Ordinance Amendment B220911 to recognize a private donation

# in the amount of \$3,000

The Board is requested to approve Budget Ordinance Amendment B220911 to recognize a donation in the amount of \$3,000 from the Cumberland County Fair event. These funds will be used to support the Cumberland County Fair app.

Please note this amendment requires no additional county funds.

# RECOMMENDATION / PROPOSED ACTION

Approve Budget Ordinance Amendments



#### CLERK TO THE BOARD OF COMMISSIONERS

#### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 6, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

**DATE:** 12/6/2021

SUBJECT: FARM ADVISORY BOARD (5 VACANCIES)

#### **BACKGROUND**

The Farm Advisory Board has the following five (5) vacancies:

#### Farmers

**Tracy Gardner** – completing first term. Eligible for reappointment and willing to serve a second term. (See attachment.)

VACANT – The Farm Advisory Board recommends **Craig Tyson**. (See attachment.)

Sherrill Jernigan – Mr. Jernigan's second term expires December 31, 2021, and he is ineligible for reappointment. The Farm Advisory Board recommends **David Gillis**. (See attachment.)

#### N.C. Cooperative Extension

VACANT – The Farm Advisory Board recommends **Liz Joseph** to fill the unexpired term vacated by Jay Webbington. (See attachment.)

#### Cumberland County Joint Planning Board

VACANT – The Farm Advisory Board recommends **Mark Williams**. (See attachment.)

The Farm Advisory Board recommendations, information sheet, applicant list and membership roster are attached.

#### RECOMMENDATION / PROPOSED ACTION

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

#### **ATTACHMENTS:**

DescriptionTypeFarm Advisory Board RecommendationsBackup MaterialFarm Advisory Board InformationBackup MaterialFarm Advisory Board Applicant ListBackup MaterialFarm Advisory Board Membership RosterBackup Material

Amy H. Cannon County Manager

Tracy Jackson
Assistant County Manager



Rawls Howard Director

David Moon
Deputy Director

# **Planning & Inspections Department**

#### **MEMORANDUM**

To:

Kellie Beam, Deputy Clerk

From:

Addie Corder, Planner

Date:

November 29, 2021

Subject:

Appointments/Reappointments to Farm Advisory Board

The Cumberland County Farm Advisory Board respectfully submits the following names for consideration by the Board of Commissioners for appointment/reappointment to serve on the Farm Advisory Board.

Name	Representing	Term Beginning	Term Ending	Action Needed
Ryan Kennedy	Farmer	12/20	12/23	None
Tracy Gardner	Farmer	1/22	12/24	Reappointment
Wayne Collier	Farmer	1/20	12/22	None
Craig Tyson	Farmer	1/22	1/25	Appointment
David Gillis	Farmer	1/22	1/25	Appointment
Liz Joseph	N.C Cooperative Extension	12/20	12/23	Appointment - Filling vacated position of Jay Webbington
Joseph Gillis	Farm Bureau	12/20	12/23	None
Mark Williams	Cumberland County Joint Planning Board	1/22	12/25	Appointment - Filling vacated position of Diane Wheatley
VACANT	Natural Resource Conservation Service			

CC:

Rawls Howard, Planning Director

Trey Smith, Comprehensive Planning Section Manager

Lisa Childers, Cooperative Extension Director

#### **FARM ADVISORY BOARD**

The Farm Advisory Board serves as a watchdog for development in farm and rural areas, protects agricultural land, preserves the farming industry, and protects the character of the rural areas in the county.

Statutory Authorization: N/A (Resolution Adopted by Board of Commissioners April 5, 2004)

Member Specifications: 9 Members

Term: 3 Years

Compensation: N/A

#### **Duties:**

- 1. Promote the health, safety, rural agricultural values, and general welfare of the County;
- 2. Increase identity and pride in the agricultural community and its way of life;
- 3. Encourage the economic and financial health of agriculture;
- 4. Make recommendations to the Cumberland County Joint Planning Board and Board of Commissioners regarding issues involving farmland in Cumberland County.

#### Meetings:

Quarterly - second Tuesday of the first month at 7:00 p.m.

#### Location:

Historic Courthouse 130 Gillespie Street Room 107C Fayetteville, NC

#### APPLICANTS FOR **FARM ADVISORY BOARD**

NAME/ADDRESS/PHONE

OCCUPATION

PLUMBING DEPT CHAIR

CONTENTMENT FARMS

LIVESTOCK AGENT

**EDUCATIONAL** BACKGROUND

BRIDGES, ROBIN (-/F) 2886 WADE STEDMAN RD RETIRED

**FTCC** 

**FARMER** 

NONE LISTED

STEDMAN NC 28391 ROBIN999US@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

BULLARD, STEPHEN (W/M)

6132 ADIDAS STREET

**WADE NC 28395** 818-9604/678-8522

CAINWADE1976@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

GILLIS, DAVID (W/M)

2761 GILLIS HILL RD

FAYETTEVILLE, NC 28306 910-850-3722

CONTENTMENTFARM2761@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: FARMER, FARM BUREAU REPRESENTATIVE

LAHTI, LIZ

301 E MOUNTAIN DRIVE

**FAYETTEVILLE NC** 

9103216862

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: COOPERATIVE EXTENSION REPRESENTATIVE

RIVERA, HENRY (H/M)

**OCCUPATIONAL SAFETY & HEALTH** 

TRI STATE

850 JEREMIAH STREÉT STEDMAN, NC 28391

508-837-0420/580-0178/567-2625

RIVERAHENRY64@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

HIGH SCHOOL

HIGH SCHOOL

**BACHELORS** 

**MASTERS** 

SOME COLLEGE

#### **APPLICANTS FOR FARM ADVISORY BOARD Page 2**

#### NAME/ADDRESS/PHONE

**OCCUPATION** 

**EDUCATIONAL BACKGROUND** 

TYSON, CRAIG (W/M) 5648 NC HIGHWAY 87 SOUTH **FAYETTEVILLE NC 28306** 910-303-2651

**FARMER** 

HIGH SCHOOL

CTYSON1965@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: FARMER, FARM BUREAU REPRESENTATIVE

#### FARM ADVISORY BOARD

The Farm Advisory Committee was created by Resolution approved by the Board of Commissioners on April 5, 2004. Committee members were appointed by the Commissioners on June 7, 2004. Bylaws were adopted by the Commissioners on November 30, 2006 and the Farm Advisory Committee became the Farm Advisory Board. Initial terms for the Farm Advisory Board began on December 31, 2006. The initial term was for 3 years with an expiration date of December 31, 2009. (All second terms were staggered as outlined in the bylaws with 1/3 of the members appointed for a 1-year term; 1/3 of the members appointed for a 2-year term; and 1/3 of the members appointed to a 3-year term.) Determination was made at the membership meeting during the final quarter of the 3<sup>rd</sup> year by drawing lots. (Bylaws specify that terms begin January 1st and expire December 31st; members may serve an unexpired term and 2 additional terms.)

Name/Address	<u>Date</u> Appointed	Term	Expires	Eligible for Reappointment
Farmers: Ryan Kennedy 6580 Fire Department Road Hope Mills, NC 28348 910-309-0848 RYAN_KENNEDY1989@Y	12/20 - YAHOO.COM	2nd	Dec/23 12/31/23	No
Tracy Gardner 6877 River Road Wade, NC 28395 850-2868	12/18	1 <sup>st</sup> full term	Dec/21 12/31/21	Yes
VACANT	12/17	2nd	Dec/20 12/31/20	No
Sherrill Jernigan 6717 Sisk Culbreth Rd Godwin, NC 28344 910-237-5065	12/18	2nd	Dec/21 12/31/21	No
Wayne Collier 5489 Indian Ridge Rd Linden NC 28356 980-0066/308-9197 Rideriders4@embarqmail.com	1/20 <u>m</u>	1st	Dec/22 12/31/22	Yes
Natural Resource Conservation VACANT	on Service: 12/17	2nd	Dec/20 12/31/20	No

## Farm Advisory Board, Page 2

(Bylaws specify that terms begin January 1st and expire December 31st; members may serve an unexpired term and 2 additional terms.)

unexpired term und 2 udd	tional terms.)			
	<u>Date</u>			Eligible for
Name/Address	Appointed	Term	Expires	Reappointment
	* *		*	
Farm Bureau Representative	<u>2</u> :			
Joseph Gillis	12/20	2nd	Dec/23	No
8623 Galatia Church Road			12/31/23	
Fayetteville, NC 28304				
864-9611/309-2001				
MR.JHGILLIS@GMAIL.C	OM			
Planning Board Representat	ive:			
VACANT	12/17 15	st	Dec/20	Yes.
			12/31/20	
Cooperative Extension Serv	ice Representative			
VACANT	12/20 1s		Dec/23	Yes
(Vacated by Jay Webbingto		) i	12/31/23	103
(vacated by Jay webbingto	11)		12/31/23	

Meetings: Quarterly – Second Tuesday of the first month of each quarter (Jan, Apr, July, Oct) at 7:00 PM Historic Cumberland County Courthouse, 130 Gillespie Street, Room 107C

Contact: Addie Corder 678-7612 (Planning and Inspections) acorder@co.cumberland.nc.us



#### CLERK TO THE BOARD OF COMMISSIONERS

#### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 6, 2021

TO: **BOARD OF COUNTY COMMISSIONERS** 

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: 12/6/2021

SUBJECT: ANIMAL SERVICES BOARD (1 VACANCY)

#### **BACKGROUND**

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

Promoting Goals of the Animal Protection Society or the Humane Society or Another Such Broadly-Based and Representative Organization Interested in the Care and Protection of the Animals Jill Deems - completed second term and is ineligible for reappointment. The Animal Services Board recommends Lee Ward. (See attachment.)

#### RECOMMENDATION / PROPOSED ACTION

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

#### **ATTACHMENTS:**

Description	Type
Animal Services Board Recommendation	Backup Material
Animal Services Board Membership Roster	Backup Material
Animal Services Board Applicant List	Backup Material

# Kellie Beam

Subject:

FW: Animal Services Board Applicant List

Good evening Kellie,

The Board has nominated Lee Ward to serve on the Animal Services Board.

Thank you

Sandra Bohannon Administrative Program Officer Animal Services Cumberland County O: 910-321-6843 co.cumberland.nc.us

## ANIMAL SERVICES BOARD

# 3 Year Term

(Terms extended from 2 to 3 years on 8/5/02)

	(		0-)	
	<u>Date</u>			Eligible For
Name/Address	Appointed	Term	Expires	Reappointment
Knowledge & Experience i Michelle Harris 5375 Silver Pine Drive Fayetteville, NC 28303 257-7247/960-0643	<u>n Dog Behavior and/or Ha</u> 9/19	andling Position 2nd	Sept/22 9/30/22	No
Promoting Goals of the An Based and Representative O Jill Deems				
2031 Blackwash Lane Hope Mills, NC 28348 916-2883/424-4049			8/31/21	
Ex-Officio - The Veterinari	an on Contract to the Ani	mal Services Depart	ment Position	
April Kelly 15 Bloom Road Cameron, NC 28326 334-275-5325/321-6852 akelly@co.cumberland.nc.u	1 <u>S</u>			
At-Large Positions Jeffrey D. Brooks 4700 Matchwood Ct Fayetteville, NC 28306 822-2875/580-3088 Jdbphd08@gmail.com	11/20	1st	Nov/23 11/30/23	Yes
Charlotte Davis 717 Shopton Ct Fayetteville, NC 28303 867-0747/818-1509 chuckid@nc.rr.com	10/20	1 <sup>st</sup> full term	Mar/23 3/31/23	Yes
City of Fayetteville Residen	t Positions			
Shannon Pingitore 2509 Morganton Road Fayetteville NC 283 03 910-987-3141 email@carolinapetcare.com	10/20	2nd	Oct/23 10/31/23	No
Jennifer Castello (H/F) 3803 Talus Rd	10/20	1st	Oct/21 10/31/21	Yes
Fayetteville, NC 28306 360-682-8750 Jennrami1007@gmail.com	(serving unexpired term	a; eligible for two ad		)

Board was established by ordinance adopted on January 4, 1999. Contact: Sandra Bohannon 321- 6843 Meetings: Bimonthly (Feb./Apr./June/Aug./Oct./Dec.) -1<sup>st</sup> Monday (no meetings held on first or last day of any month) - 6:00 PM - 4704 Corporation Dr.

# APPLICANTS FOR ANIMAL SERVICES BOARD

NAME/ADDRESS/TELEPHONE

OCCUPATION

EDUCATIONAL BACKGROUND

BECKLEY, TAMMY (W/F)

HR GENERALIST

SOME COLLEGE

4341 PRODUCTION DRIVE

NITTA GELATIN

FAYETTEVILLE NC 28306 NO PHONE # LISTED

T.BECKLEY@NITTA.GELATIN.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Favetteville: NO

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

Graduate-other leadership academy: NO

CATEGORY: CITY OF FAYETTEVILLE RESIDENT

CHRISTENSEN, JOSIE ANNA (W/F)

STUDENT

SOME COLLEGE

1110 BOONE HALL WAY #301 FAYETTEVILLE NC 28303

206-353-1227

JOSIE.APPLEGATE@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 & PERSON WITH KNOWLEDGE AND EXPERIENCE IN DOG BEHAVIOR AND/OR HANDLING

& ASPCA

CLARK, IASLIN (W/F)

**VOLUNTEER FOR CCAC** 

**ASSOCIATES** 

6818 TÜRNBULL ROAD

FAYETTEVILLE NC 28312

336-402-6302

UNICORN520@CENTURYLINK.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: CITY OF FAYETTEVILLE RESIDENT, GENERAL PUBLIC, PERSON WHO PROMOTES GOALS OF THE ANIMAL PROTECTION SOCIETY OR THE HUMANE SOCIETY, ETC., PERSON WITH KNOWLEDGE AND EXPERIENCE IN DOG BEHAVIOR AND/OR HANDLING

COX, STACY A. (ASIAN/F)

HOMEMAKER DISABLED SOME COLLEGE

7528 WILKINS DRIVE FAYETTEVILLE NC 28311

910-476-7367

\*SERVES ON THE BOARD OF HEALTH\*

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

# APPLICANTS FOR ANIMAL SERVICES BOARD Page 2

NAME/ADDRESS/TELEPHONE

**OCCUPATION** 

**EDUCATIONAL BACKGROUND** 

DAVIS, KASMIN, DVM (W/F)

VETERINARIAN

BACKGROUN BS & DVM

3200 GUY CIRCLE

AMBASSADOR ANIMAL HOSPITAL

FAYETTEVILLE NC 28303

910-988-2297/910-488-3343

KASMINDAVIS@ROCKETMAIL.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 WITH KNOWLEDGE AND EXPERIENCE IN DOG BEHAVIOR AND/OR

**HANDLING** 

HALL, MARY E. (W/F)

SELF-EMPLOYED

BS-RECREATION & LEISURE STUDIES

703 GLENWOOD DRIVE FAYETTEVILLE NC 28305

910-257-2045

EDENSXPRES@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: CITY OF FAYETTEVILLE RESIDENT, GENERAL PUBLIC, PERSON WHO PROMOTES GOALS

OF THE ANIMAL PROTECTION SOCIETY OR THE HUMANE SOCIETY OR ANOTHER SUCH

**FTCC** 

HICKS, CATHERINE (-/F)

TRANSITION RECORDS CLERK

AAS-HR MGMT COLLEGE STUDENT

5165 SURF SCOOTER DRIVE

FAYETTEVILLE NC 28311

824-7769/489-8176/678-8421

CATHICKS227@GMAIL.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

HYMAN, DOROTHY E (W/F)

COSMETOLOGIST

LEGION ROAD HAIR DESIGN

HIGH SCHOOL

2018 FARGO DRIVE

FAYETTEVILLE NC 28306

494-6585

ELAINEB@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: CITY OF FAYETTEVILLE RESIDENT

#### **APPLICANTS FOR ANIMAL SERVICES BOARD Page 3**

NAME/ADDRESS/TELEPHONE

**OCCUPATION** 

**EDUCATIONAL BACKGROUND** 

JONES, TIFFANY (B/F) 2028 IVEY COMMONS

MILITARY EDUCATION COORDINATOR UNIVERSITY OF MARYLAND COLLEGE

FAYETTEVILLE NC 28306

336-804-9547/515-9542

TIFFANYNJONES@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 WITH KNOWLEDGE & EXPERIENCE IN DOG BEHAVIOR AND/OR

**HANDLING** 

MCGILLIVRAY, DAVID PAUL (W/M)

HOUSING INSPECTOR

SOME COLLEGE

6006 DAHLGREN AVE **FAYETTEVILLE NC 28314**  SELF-EMPLOYED RETIRED MILITARY

910-988-6131

D.P.MCGILLIVRAY@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: CITY OF FAYETTEVILLE RESIDENT

MCKOY, DATREZ, RAHEAM (B/M)

**GENERAL LABOR** 

HIGH SCHOOL

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

910-736-8169

MCKOYDATREZ@YAHOO.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

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

Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC

PATTERSON, DENNIS (/)

SPECIAL FORCES

6080 CEDAR CREEK RD

COMMUNICATIONS INSTRUCTOR

FAYETTEVILLE, NC 28312

910-224-2182

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 WITH KNOWLEDGE AND EXPERIENCE IN DOG BEHAVIOR AND/OR

**HANDLING** 

#### **APPLICANTS FOR ANIMAL SERVICES BOARD Page 4**

NAME/ADDRESS/TELEPHONE

**OCCUPATION** 

**EDUCATIONAL BACKGROUND** 

SILVERMAN, GARY A (W/M)

LT COLONEL US ARMY RETIRED/PT INSTRUCTOR BS, AS

1174 DERBYSHIRE ROAD

**FAYETTEVILLE NC 28314** 

910-574-9952

GSILVERMAN001@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: US ARMY LEADERSHIP COURSES

CATEGORY: CITY OF FAYETTEVILLE RESIDENT

STEBLETON, BRIANNA

OFFICE MANAGER

SOME COLLEGE

5521 SHADY PINE CT

**VOLUNTEER COORDINATOR** 

**FAYETTEVILLE NC 28304** 

910-856-4214

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: CITY OF FAYETTEVILLE RESIDENT, GENERAL PUBLIC, PERSON WHO PROMOTES GOALS OF THE ANIMAL PROTECTION SOCIETY OR THE HUMANE SOCIETY OR ANOTHER SUCH BROADLY BASED ORGANIZATION INTERESTED IN THE CARE AND PROTECTION OF ANIMALS, PERSON WITH KNOWLEDGE AND EXPERIENCE IN DOG BEHAVIOR AND/OR HANDLING

TAYLOR, MADELEINE A (-M) 812 TAMARACK DRIVE APT 8202 FAYETTEVILLE, NC 28311 919-924-5901

NONE LISTED

HIGH SCHOOL

MABBYO@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

WARD, LEE (W/F)

RETIRED TEACHER

MASTERS-EDUCATION

1310 GOODVIEW AVE

CC SCHOOLS

**FAYETTEVILLE NC 28305** 

910-527-6565

LW628984@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, CITY OF FAYETTEVILLE RESIDENT, PERSON WHO PROMOTES

GOALS OF THE ANIMAL PROTECTION SOCIETY OR THE HUMANE SOCIETY: PERSON WITH

KNOWLEDGE AND EXPERIENCE IN DOG BEHAVIOR AND/OR HANDLING



#### CLERK TO THE BOARD OF COMMISSIONERS

#### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 6, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

**DATE:** 12/6/2021

SUBJECT: JOINT FORT BRAGG & CUMBERLAND COUNTY FOOD POLICY COUNCIL

#### **BACKGROUND**

At their meeting on November 15, 2021, the Board of Commissioners nominated the following individuals to the Joint Fort Bragg & Cumberland County Food Policy Council:

Member Involved in Local Farming and Agriculture position

**Nathan Crew** 

Members Who Work in the Field of Healthcare, Public Health, Food Insecurity/Food Access or Child and Adult Care positions

Yahaira Nadermann

**Candace Scott** 

Co-Chair/Civilian Chair from Cumberland County position

**Sandy Ammons** 

Member Who Does Not Work in Local Government or Health Agencies position

Dr. Anicca Cox

The current membership roster for the Joint Fort Bragg & Cumberland County Food Policy Council is attached.

#### RECOMMENDATION / PROPOSED ACTION

Appoint nominees to the Joint Fort Bragg & Cumberland County Food Policy Council.

#### **ATTACHMENTS:**

Description

Joint Fort Bragg & Cumberland County Food Policy Council Membership Roster

Backup Material

# FORT BRAGG & CUMBERLAND COUNTY FOOD POLICY COUNCIL 1 Year Term

Name/AddressDateEligible ForName/AddressAppointed TermExpiresReappointment

Co-Chair / Military Chair from Fort Bragg (1)

Name

Street Address

City/State/Zip

Phone

Email

Co-Chair / Civilian Chair from Cumberland County (1)

Name

Street Address

City/State/Zip

Phone

Email

Members Who Do Not Work in Local Government or Health Agencies (3)

Veronica Feliciano (H/F)

11/21

1 st

Nov/22 11/30/22 Yes

5220 Roy C Stallings Jr Street

Hope Mills, NC 28348

964-3953/762-2262

vfeliciano@broncos.uncfsu.edi

Name

Street Address

City/State/Zip

Phone

Email

Name

Street Address

City/State/Zip

Phone

Email

Members Involved in Local Farming and Agriculture (2)

Name

Street Address

City/State/Zip

Phone

Email

Name

Street Address

City/State/Zip

Phone

Email

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Member Representing Local Higher Fayetteville Technical Community of Dr. Dana Kolbfleisch (-/F) 7416 Hammersley Rd Fayetteville NC 28306 919-480-5388/482-5514 dkolbfleisch@methodist.edu	the second of th	<u>yetteville State</u> 1 <sup>st</sup>	University, Mo Nov/22 11/30/22	ethodist University, & Yes
Member Representing Fort Bragg S Stephanie White (-/F) 5628 Crenshaw Drive Fayetteville, NC 28303 843-209-6848 Msjwhite99@hotmail.com	<u>chools</u> (1) 11/21	1 <sup>st</sup>	Nov/22 11/30/22	Yes

Member Representing Cumberland County School District (1)

Name

Street Address

City/State/Zip

Phone

Email

Members Who Work in the Fields of Healthcare, Public Health, Food Insecurity/Food Access, or Child and Adult Care (3)

Shella Korch (W/F) 11/21 1st Nov/22 Yes 2113 Stonewash Drive 11/30/22

Fayetteville, NC 28306 972-992-8508/223-3393

s.korch@carolinaccc.com

Name

Street Address

City/State/Zip

Phone

Email

Name

Street Address

City/State/Zip

Phone

**Email** 

Fort Bragg & Cumberland County Food Policy Council, Page 3

Name/Address	<u>Date</u> Appointed	Term	Expires Reappointment
Members Who Work in Local Gov			
Kenjuana McCray (B/F) 1625 Citation Court	11/21	1 <sup>st</sup>	Nov/22 Yes 11/30/22
Parkton, NC 28371			11/30/22
910-494-1352 kmccray@townofhopemills.com			
kineeray@townomopenims.com			
Natasha Randall (B/F)	11/21	1 <sup>st</sup>	Nov/22 Yes
1508 Richborough Ct			11/30/22
Fayetteville, NC 28314			
910-207-3608			
Natasharandall717@yahoo.com			

Contact: Martina Sconiers-Talbert, Grants Manager / 433-3672

Meetings: The Co-chairs will convene and preside at meetings. At a minimum 4 meetings will be held each year on dates chosen by the Executive Committee.

Board of Commissioners adopted a resolution supporting the establishment of the Fort Bragg & Cumberland County Food Policy Council June 21, 2021. Structure and 15 members with specific categories adopted as part of resolution.



#### **CLERK TO THE BOARD OF COMMISSIONERS**

#### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 6, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

**DATE:** 12/6/2021

#### SUBJECT: CUMBERLAND COUNTY JUVENILE CRIME PREVENTION COUNCIL

#### **BACKGROUND**

At their meeting on November 15, 2021, the Board of Commissioners nominated the following individual to the Cumberland County Juvenile Crime Prevention Council:

At-Large Representative

**Terrasine Gardner** 

The current membership roster for the Cumberland County Juvenile Crime Prevention Council is attached.

#### RECOMMENDATION / PROPOSED ACTION

Appoint nominee to the Cumberland County Juvenile Crime Prevention Council.

#### **ATTACHMENTS:**

Description

Juvenile Crime Prevention Council Membership Roster

Backup Material

# CUMBERLAND COUNTY JUVENILE CRIME PREVENTION COUNCIL

(Two-year terms)

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

Local School Superintendent or designee

Bruce Morrison

1/12

**Cumberland County Schools** 

P.O. Box 2357

Fayetteville, North Carolina 28302

Phone: 678-2495

Chief of Police or designee

Lt. Mike Petti

3/15

Fayetteville Police Department

467 Hay Street

Phone: 433-1910

Local Sheriff or designee

Ssg. Maura Laney

11/20

Cumberland County Sheriff's Office

131 Dick Street

Fayetteville, North Carolina 28301

Phone: 677-5474

District Attorney or designee

Brandy Brutsch

10/17

Assistant District Attorney

District Attorney's Office

117 Dick Street, Suite 427

Fayetteville, North Carolina 28301

Phone: 678-2915

Chief Court Counselor or designee

Jason Hunter

8/19

Department of Juvenile Justice

P.O. Box 363

Fayetteville, North Carolina 28302

Phone: 321-3712

Mental Health Representative or designee

Tina Higgs

04/14

Alliance Health - 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 Date</u> <u>Eligible For</u> Appointed Term Expires Reappointment

Director of Social Services or designee

Natasha Tomlinson 11/17

Cumberland County Department of Social Services

P.O. Box 2429

Fayetteville, North Carolina 28302-2429

Phone: 321-6459

County Manager or designee

VACANT (Vacated by D. Holder) 10/17

Assistant County Manager

**Cumberland County Courthouse** 

P.O. Box 1829

Fayetteville, North Carolina 28302-1829

Phone: 678-7725

Chief District Judge or designee

Judge Toni King 1/21

P.O. Box 363

Fayetteville, North Carolina 28302

Phone: 678-2901

Health Director or designee

Dr. Jennifer Green 10/20

1235 Ramsey Street

Fayetteville, North Carolina 28301

Phone: 433-3783

Parks and Recreation Representative

Crystal Glover 10/20

City of Fayetteville

Parks and Recreation Dept.

433 Hay Street

Fayetteville, North Carolina 28301

Phone: 433-1547

County Commissioner

Glenn Adams 3/15

P.O. Box 1829

Fayetteville, NC 28302-1829

Phone: 678-7771

# Cumberland County Juvenile Crime Prevention Council, Page 3

Name/Address	<u>Date</u> Appointed	Term	Expires	Eligible For Reappointment
Substance Abuse Professional Stephanie Dixon Carolina Treatment Center 1664 Wellons Drive Fayetteville, NC 28304 366-2613/864-8739	3/21	2nd	Feb/23 2/28/23	No
Member of Faith Community Gregory L. Davis 3419 Bayham Ct Fayetteville, NC 28304 491-7080/678-270-0226/570-6466 Gzusiz1st@hotmail.com	1/21	1st	Jan/23 1/31/23	Yes
Person Under Age 21 Trenton Hightower 165 Wolfpoint Drive Fayetteville, NC 28311 910-850-2249 Trentonhightower2004@gmail.com	3/21	1 <sup>st</sup> full term	Dec/22 12/31/22	Yes
Member of Public Representing the	Interests of Families of	f At-Risk Indiv	viduals:	
Mariamarta Conrad PO Box 64 Stedman, NC 28391 988-2293/759-0350 mmtconrad@gmail.com	3/21	1st	Mar/23 3/31/23	Yes
Juvenile Defense Attorney Michael Fiala 6213 Castlebrooke Lane Linden, NC 28356 910-988-6907 Mike.fiala@smithdickey.com	3/21	2nd	Jan/23 1/31/23	No
Member of Business Community Dwight E. Palmer Jr. 1139 Helmsley Drive Fayetteville, NC 28314 868-2575/476-0799/892-6405 depalmerjr@yahoo.com	1/21	1st	Jan/23 1/31/23	Yes

# Cumberland County Juvenile Crime Prevention Council, Page 4

Name/Address	<u>Date</u> Appointed	Term	Expires	Eligible For Reappointment
United Way or Non-Profit Amy Navejas 3496 Thamesford Rd Fayetteville, NC 28311 910-964-0171 Amynavejas@gmail.com	1/21	1st	Jan/23 1/31/23	Yes
At Large Representatives Terrasine Gardner 1187 Helmsley Drive Fayetteville, NC 28314 536-3886/491-4816 tegardner@alliancehealthplan.org	11/19	1 <sup>st</sup>	Nov/21 11/30/21	Yes
Dr. Antonio Jones 505 Platinum Street Fayetteville, NC 28311 302-0057/729-4144 drjonesa@gmail.com	3/21	2nd	Jan/23 1/31/23	No
Nicole Hawkins-Jones 418 Taipei Ct Fayetteville, NC 28303 758-4771 Nicole.hawkins@ncdps.gov	11/19	2nd	Nov/21 11/30/21	No
Dr. Mark Kendrick 2927 Rosecroft Drive Fayetteville, NC 28304 988-3126 Mkendrick2927@gmail.com	3/21	2 <sup>nd</sup>	Apr/23 4/30/23	No

Non-Voting Member

Lance Britt lance.britt@ncdps.gov 919-323-6845 (cell)

Meetings: Second Wednesday of each month at 1:15 PM. CC CommuniCare Conference Room –109 Bradford Ave, Lower-Level Conference Room, Fayetteville, NC 28301.

Contact: Cindy Tucker 910-678-7723



#### CLERK TO THE BOARD OF COMMISSIONERS

#### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 6, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

**DATE:** 12/6/2021

SUBJECT: CUMBERLAND COUNTY WORKFORCE DEVELOPMENT BOARD

#### **BACKGROUND**

At their meeting on November 15, 2021, the Board of Commissioners nominated the following individuals to the Cumberland County Workforce Development Board:

Representative Education/Training

**Dr. Yasmine Fairley** 

Representative of Business

Mark Wilderman

Representative of Workforce

**James Carl Manning** 

The current membership roster for the Cumberland County Workforce Development Board is attached.

#### RECOMMENDATION / PROPOSED ACTION

Appoint nominees to the Cumberland County Workforce Development Board.

#### **ATTACHMENTS:**

Description

Workforce Development Board Membership Roster Backup Material

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

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Representative of Business: Tammy Beckley (W/F) 4341 Production Drive	9/20	1st	Sept/23 9/30/23	Yes
Fayetteville, NC 28306 433-0833/318-9325 <u>t.beckley@nitta.gelatin.com</u>				
Kevin Brooks (B/M) 3616 Daughtridge Drive Fayetteville, NC 28311 488-0408/551-9031 Come1king@yahoo.com	4/21	2nd	Jun/24 6/30/24	No
Diana Potts (W/F) 1322 Worstead Drive Fayetteville, NC 28314 745-3310 DPOTTS@TCFEB.COM	9/20	2nd	Oct/23 10/31/23	No
Naynesh Mehta (AI/M) 229 Forest Creek Drive Fayetteville, NC 28303 483-0491/494-2037/689-0799 NSMEHTA@5POINTSNC.COM	4/21	2nd	Jun/24 6/30/24	No
Jimmy Ray Plater Sr. (B/M) 4805 Wade Stedman Rd Wade, NC 28395 723-2461/489-8628 jplater@e2gp.net	9/20	1st	Sept/23 9/30/23	Yes
Jennifer Watson 1638 Owen Drive Fayetteville, NC 28306 (ser 832-499-1121/615-4922 JWATSON3@CAPEFEARVALI	8/19 ving unexpired term LEY.COM	1st n; eligible for one	Feb/22 2/28/22 additional term)	Yes
Mark Wilderman (W/M) 222 Queensberry Drive Fayetteville, NC 28303 964-2050/864-4633 Mark.wilderman@yahoo.com	12/18	1 <sup>st</sup>	Dec/21 12/31/21	Yes

# Cumberland County Workforce Development Board, page 2

	<u>Date</u>			Eligible For
Name/Address	Appointed	Term	Expires	Reappointment
VACANT (Vacated by D. Simcox)	2/19	2nd	Feb/22 2/28/22	No
Sherri Turner (A/F) 1211 Grackle Drive Fayetteville, NC 28306	2/19	1st full term	Feb/22 2/28/22	Yes
808-282-4125/307-9123 Sherri.turner@firstcitizens.com				
Melissa Pennington (H/F) 3931 Brookgreen Drive	10/20	1st	Sep/22 9/30/22	Yes
Fayetteville, NC 28304 (serving 910-364-2345 Melissa.pennington@me.com	ng unexpired term; elig	gible for one ad	ditional term)	
Isabella Effon 6520 Brookshire Road Fayetteville, NC 28314 910-779-2375	8/19	2nd	Oct/22 10/31/22	No
Ieffon2@gmail.com				
Representative of Workforce: Curtis L. Brown Sr. (B/M) 249 Puddingstone Drive Fayetteville, NC 28311 987-0173/420-4377/420-0133 curtis@eagletcg.com	9/20	1 <sup>st</sup>	Sept/23 9/30/23	Yes
Representative of Workforce – Appr Wakia "Kia" McMillan Henry (-/F) 1314-B Fort Bragg Rd Fayetteville, NC 28305 689-6964/483-8133 kiaamcmillan@gmail.com		1 <sup>st</sup>	Sept/23 9/30/23	Yes
Representative of Education/Trainin Dr. Mark Sorrells (W/M) 908 Calamint Lane Fayetteville, NC 28305 678-8370/252-955-4064 sorrellm@faytechcc.edu	<u>g:</u> 6/19	1st	June/22 6/30/22	Yes
VACANT (Vacated by J. Brown)	12/18	1 <sup>st</sup>	Dec/21 12/31/21	Yes

#### Cumberland County Workforce Development Board, page 3

	<u>Date</u>	_		Eligible For		
Name/Address	Appointed	Term	Expires	Reappointment		
Representative of Economic Development:						
Robert Van Geons (W/M)	9/20	2nd	Aug/23	No		
FCEDC			8/31/23			
411 Forest Lake Road						
Fayetteville, NC 28305						
704-985-3483/500-6464						
robert@fayedc.com						
Representative – Other:						
Nora Armstrong (W/F)	12/19	1st	Dec/22	Yes		
5734 Archer Road			12/31/22			
Hope Mills, NC 28348						
910-578-4849/910-483-7727						
narmstro@cumberland.lib.nc.us						
itaiiiibtio(a/caiiiocitaiia.iio.iic.as						
Representative of Labor:						
Anthony D. McKinnon Sr.	8/19	1 <sup>st</sup>	Aug/22	Yes		
611 Longwood Place	0/17	•	8/31/22	105		
Fayetteville, NC 28314			0/31/22			
491-7873/202-285-5752/323-1172						
tonydmckinnonsr@gmail.com						

Juanita Hooker (unlimited term - replaced by state agency)

North Carolina Department of Human Resources Division of Vocational Rehabilitation Services 155 Eastwood Avenue Fayetteville, NC 28301 Juanita.hooker@dhhs.nc.gov

Matthew Fowler (unlimited term – replaced by state agency)

NC Department of Commerce – Workforce Solutions 289 Corporate Drive Lumberton, NC 28358

matthew.fowler@nccommerce.com

Contact: Cyndi McKoy (Administrative Support) 323-4191 ext. 43 <a href="mailto:cmckoy@mccog.org">cmckoy@mccog.org</a>

Regular Meetings: Third Tuesday, every other month beginning in January, 11:00 AM, FTCC General Classroom Building Room 114, 2817 Ft. Bragg Rd.

Name Changed to Cumberland County Workforce Development Board, November 1995The Cumberland County Workforce Development Board reconstituted its membership composition to comply with the workforce Innovation and Opportunity Act of 2014 (WIOA) on February 1, 2016.