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**AGENDA**  
**CUMBERLAND COUNTY BOARD OF COMMISSIONERS**  
**COURTHOUSE – ROOM 118**  
**MAY 19, 2008**  
**6:45 PM**

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INVOCATION - Commissioner Billy King

PLEDGE OF ALLEGIANCE – Leah Adams, Ferguson Easley Elementary, 5<sup>th</sup> Grade

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

1. Consent Agenda

A. Approval of minutes for the May 5, 2008 regular meeting and minutes for the special meeting with the Legislative Delegation on April 28, 2008.

B. Approval of Ordinance Assessing Property for the Cost of Demolition:

- 1) Case Number           MH 4840 and 4843-2006  
Property Owner:       Janice Chavis Locklear  
Property Location:     433 Redhawk Drive and lot next to 433 Redhawk Drive  
  Fayetteville, NC  
Parcel Identification Number: 0466-66-8729 and 0466-66-7821

C. Approval of Proposed Additions to the Secondary Road System:

Cross Creek Township:     Angelia M. Street

D. Approval of a Proclamation Proclaiming Cumberland County's Endorsement of the City of Fayetteville's Sister City Relationship with St. Avold, France.

E. Approval of Cumberland County Policy Committee Report.

F. Approval of Cumberland County Facility Committee Report and Recommendation:

- 1) Easements to the City of Fayetteville on Canal Street and Corner of Person and Cool Spring Street.
- 2) Underground Utility Easement at the Law Enforcement Center to PWC.

G. Budget Revisions:

(1) Sheriff's Office

- a. Revision in the amount of \$138,000 to appropriate fund balance to fund increased fuel costs for deputies and increased utility costs for the new training facility. (B08-324) **Funding Source – Appropriated Fund Balance**
- b. Revision in the total amount of \$66,859 to appropriate fund balance of \$45,859 and to recognize Investigative Support revenue of \$21,000 to fund additional overtime costs. (B08-323) **Funding Source – Appropriated Fund Balance and Other**
- c. Revision in the amount of \$11,000 to appropriate fund balance to fund increased fuel costs for School Resource Officers. (B08-325) **Funding Source – Appropriated Fund Balance**
- d. Revision in the total amount of \$330,509 to appropriate fund balance of \$285,509 and State revenue of \$45,000 to fund additional overtime costs. (B08-326) **Funding Source – Appropriated Fund Balance and State**

(2) Health Department

- a. Tuberculosis Chest Clinic: Revision in the amount of \$5,000 to recognize additional State revenue and related expenditures. (B08-318) **Funding Source – State**
- b. Immunization Clinic: Revision in the amount of \$25,000 to recognize additional State funds to purchase vaccines. (B08-320) **Funding Source - State**

(3) General Government

Revision in the amount of \$47,500 to appropriate deferred maintenance fund balance to resurface and strip portions of the DSS parking lot. (B08-316) **Funding Source – Deferred Maintenance Fund Balance**

(4) Crown Center

Revision in the amount of \$406,449 to budget additional revenue expected to be earned to fund department supplies, contracted services, advertising-marketing and sponsored events. (B08-317) **Funding Source – Fees**

(5) General Litigation

Revision in the net amount of \$15,000 to reallocate expenditures and to appropriate fund balance of \$15,000 to fund liability settlements. (B08-312) **Funding Source – Reallocation of Budgeted Expenditures and Fund Balance Appropriated**

(6) Vander Fire District

Revision in the amount of \$150 to increase expenditure line to cover unanticipated refunds to taxpayers. (B08-314) **Funding Source – Vander Fire District Tax**

(7) Eastover Fire District

Revision in the amount of \$200 to increase expenditure line to cover unanticipated refunds to taxpayers. (B08-313) **Funding Source – Eastover Fire District Tax**

(8) Solid Waste Management

a. Revision in the amount of \$159,750 to appropriate fund balance to fund increased fuel costs in four cost centers. (B08-328) **Funding Source – Fund Balance Appropriated**

b. Wilkes Road: Revision in the amount of \$85,000 to appropriate fund balance to fund repairs on tub grinders which are used to grind yard debris into mulch. (B08-329) **Funding Source – Fund Balance Appropriated**

(9) Workforce Development Center

a. WDC Administration: Revision in the amount of \$24,870 to reduce revenue and expenditures to realign the County budget to actual State appropriations. (B08-330) **Funding Source – State**

b. WDC Statewide Activities: Revision in the amount of \$125,524 to increase revenue and expenditures to realign the County budget to actual State appropriations. (B08-331) **Funding Source – State**

c. WIA Dislocated Worker: Revision in the amount of \$88,714 to decrease revenue and expenditures to realign the County budget to actual State appropriations. (B08-332) **Funding Source – State**

2. Public Hearings

- A. Public Hearing on Installment Financing Contract with RBC Centura Bank and Related Documents – Issuance of Debt for the Health Department.

**Uncontested Cases**

Rezoning

- B. Case P08-15. The rezoning of 1.77 +/- acres from A1 Agricultural to C2(P) Planned Service and Retail, or to a more restrictive zoning district, located on the west side of NC HWY 87 South, north of Pummill Road, owned by Pummill Family Trust.
- C. Case P08-17. Revision and amendment to the Cumberland County Code of Ordinances, Appendix B, Subdivision Regulations, amending Section 3.20.2. Municipal Influence Area Compliance, and creating Exhibit 1, Setting Forth development standards of all Municipal Influence Areas within Cumberland County.

**Contested Cases**

- D. **Case P08-06. \*\*DEFERRED FROM MARCH 17, 2008 BOARD OF COMMISSONERS MEETING\*\*** The rezoning of a 10.0 acre portion of a 176.92 acre tract from A1 to R40, located on the south side of County Line Road, east of Chicken Foot Road, owned by JFJ III Investments, LLC

Items of Business

3. Consideration of Approval of Construction Manager Agreement and Guaranteed Maximum Price Proposal for the New Health Department Building.
4. Consideration of Interlocal Agreement with the City of Fayetteville Establishing a Joint City-County Municipal Planning Commission, a Fayetteville Municipal Influence Area and Applicable Development Standards, and a Sewer Service Area.
5. Consideration of Approval of Additional School Construction Project to be Included in Sales Tax Reimbursement Agreement.
6. Consideration of Board of Elections Certification of Results of ¼ Cent Sales Tax Referendum and Consideration of a Resolution to Levy the Tax Effective October 1, 2008.





ITEM NO. 1B

## COUNTY of CUMBERLAND

James E. Martin  
County Manager

Cliff Spiller  
Assistant County Manager

Juanita Pilgrim  
Deputy County Manager

*Office of the County Manager*

Amy H. Cannon  
Assistant County Manager

### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 19, 2008

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: JAMES E. MARTIN, COUNTY MANAGER** *James E. Martin*

**DATE: MAY 14, 2008**

**SUBJECT: APPROVAL OF ORDINANCE ASSESSING  
PROPERTY FOR THE COST OF DEMOLITION**

#### BACKGROUND

On June 18, 2007, the Board of County Commissioners enacted an ordinance directing that the structure(s) located at 433 Redhawk Drive, Fayetteville, NC (PIN: 0466-66-8729) be demolished by the owner, Janis Chavis Locklear. The owner(s) failed to comply with the demolition order within the specified time period and, accordingly, the Minimum Housing Inspector had the structure demolished as required by the ordinance at a cost of \$2,000.

In accordance with the requirements of the Demolition Ordinance and the authority granted by G.S. 160-A-443(6), the cost of the demolitions shall be assessed to the properties and shall constitute a lien against the properties upon which the costs were incurred.

#### RECOMMENDATION/PROPOSED ACTION

Adopt the attached ordinance assessing the abovementioned properties for the cost of demolition.

/ct

CM051408-1

ORDINANCE ASSESSING PROPERTY FOR THE COSTS  
OF DEMOLITION OF A STRUCTURE PURSUANT TO  
THE MINIMUM HOUSING CODE OF CUMBERLAND COUNTY

WHEREAS, the Board of County Commissioners of Cumberland County, North Carolina, on June 18, 2007, enacted an ordinance directing the demolition by the owner(s) of the structure(s), Janis Chavis Locklear, located at 433 Redhawk Drive (Lot 2, WD Drake Estate) and lot to left of 433 Redhawk Drive (Lot 1, WD Drake Estate), Fayetteville, NC, PIN: 0466-66-8729 and PIN 0466-66-7821, said ordinance being recorded in Book 7628, page 717 and page 726, of the Cumberland County Registry of Deeds;

WHEREAS, the time within which said demolition was to be performed has expired and the owner(s) failed to comply with the ordinance within such period; and

WHEREAS, the said ordinance further directed the Minimum Housing Inspector to effect the demolition of the structure(s) in the event the owner(s) failed to do so;

WHEREAS, the Minimum Housing Inspector has reported to this Board that:

- (1) Said work had been accomplished.
- (2) The cost of such work was \$2,000.00.
- (3) There were no salable materials resulting from said work.

NOW THEREFORE, the above report coming on to be considered and the Board of County Commissioners finding it to be a true and accurate accounting, the said Board hereby ORDAINS:

- (1) That the real property on which the work was performed be, and it hereby is, assessed in the amount of \$2,000.00, said sum being the unpaid balance of the cost of the work set forth in the Inspector's Report;

(2) That as provided in the Ordinance of Cumberland County dated June 18, 2007, and in Section 160A-443(6) of the General Statutes of North Carolina, the amount of the foregoing assessment be, and hereby does constitute, a lien against the real property upon which such costs were incurred, such property being more particularly described as follows:

The structure and premises located at 433 Redhawk Drive, (Lot 2, WD Drake Estate); and Lot to left of 433 Redhawk Drive, (Lot 1, WD Drake Estate) Fayetteville, NC, as described in Deed Book 7208, page 522, of the Cumberland County Registry and identified in County tax records as PIN 0466-66-8729 and PIN 0466-66-7821.

(3) That as further provided in Section 160A-443(6) of the General Statutes of North Carolina, such lien shall be filed, have the same priority, and be collected as the lien for special assessment provided in Article 10 of Chapter 160A of said General Statutes;

(4) That one copy of this resolution be filed in the minutes of this Board of County Commissioners and another copy certified and delivered by the Clerk as a charge to the Tax Collector, who shall thereupon enter the amount of the assessment set forth above upon the Tax Books of the County as a special assessment against the above described property.

\* \* \* \* \*

I certify that the foregoing Ordinance was adopted and ordered by the Board of Commissioners of Cumberland County, North Carolina, this 19<sup>th</sup> day of May, 2008, at 6:45 p.m. o'clock.

\_\_\_\_\_  
Cumberland County Clerk



ITEM NO. 10

## COUNTY of CUMBERLAND

James E. Martin  
County Manager

Cliff Spiller  
Assistant County Manager

Juanita Pilgrim  
Deputy County Manager

Office of the County Manager

Amy H. Cannon  
Assistant County Manager

### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 19, 2008

**TO:** BOARD OF COUNTY COMMISSIONERS

**FROM:** JAMES E. MARTIN, COUNTY MANAGER 

**DATE:** MAY 8, 2008

**SUBJECT:** PROPOSED ADDITIONS TO THE STATE SECONDARY ROAD SYSTEM

### BACKGROUND

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

Cross Creek Township: Angelia M. Street

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

### RECOMMENDATION

NCDOT recommends that the above named streets be added to the State Secondary Road System. County Management concurs.

### PROPOSED ACTION

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

/ct  
Attachments



*cc: Cindy  
for agenda*

STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY  
GOVERNOR

LYNDO TIPPETT  
SECRETARY

May 6, 2008

Division Six - District Two  
Cumberland County

Mr. J. Breeden Blackwell, Chairman  
Cumberland County Board of Commissioners  
Post Office Box 1829  
Fayetteville, North Carolina 28302

Subject: Secondary Road Addition

Dear Mr. Blackwell,

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

**Cross Creek Township**

- Angelia M. Street

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

Sincerely,

Christopher W. McGee, P.E.  
District Engineer

CWM:rdp



COUNTY OF CUMBERLAND

NORTH CAROLINA

**PROCLAMATION**

WHEREAS, Fayetteville, in the County of Cumberland, North Carolina honors the great hero of the American Revolution, the Marquis de La Fayette, for visiting Fayetteville, the first city in the United States named for La Fayette, and the only one so named that he actually visited, and

WHEREAS, Fayetteville and Cumberland County, North Carolina were graced with a visit by Saint Avold teachers and students in April, 2008 and

WHEREAS, Saint Avold teachers and students were greeted with southern hospitality in the All America City of Fayetteville and throughout Cumberland County during their visit, and

WHEREAS, the City of Fayetteville and the County of Cumberland in the great state of North Carolina extend their appreciation to the students, teachers and principals of Saint Avold for welcoming Fayetteville Mayor Tony Chavonne and Cumberland County Commissioner John Henley, and their spouses, as well as other citizens, and

WHEREAS, the City of Fayetteville in Cumberland County, North Carolina, is proud to partner with the City of Saint Avold in a unique bond that recognizes and celebrates the heroism of the Marquis de La Fayette.

NOW THEREFORE, it is proclaimed that the great French city of Saint Avold, sister city to Fayetteville, is a second home to those citizens from Fayetteville and Cumberland County, North Carolina who visit that fair city. May the bond across the Atlantic endure forever!

Adopted this 19<sup>th</sup> day of May, 2008.

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**J. Breeden Blackwell**  
**Chairman, Board of Commissioners**



ITEM NO. IE

## COUNTY of CUMBERLAND

James E. Martin  
County Manager

Cliff Spiller  
Assistant County Manager

Juanita Pilgrim  
Deputy County Manager

*Office of the County Manager*

Amy H. Cannon  
Assistant County Manager

### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 19, 2008

**TO:** BOARD OF COUNTY COMMISSIONERS  
**FROM:** JAMES E. MARTIN, COUNTY MANAGER  
**DATE:** MAY 12, 2008  
**SUBJECT:** REPORT OF COUNTY POLICY COMMITTEE

The Cumberland County Policy Committee met on May 1, 2008, attached are the minutes for your information.

/cp  
051208-2

CUMBERLAND COUNTY POLICY COMMITTEE

May 1, 2008 – 9:30 AM

REGULAR MEETING

PRESENT: Commissioner Jeannette Council  
Commissioner Kenneth Edge  
Commissioner Ed Melvin  
James Martin, County Manager  
Juanita Pilgrim, Deputy County Manager  
Amy Cannon, Assistant County Manager  
Sara VanderClute, Public Information Officer  
Grainger Barrett, County Attorney  
Harvey Raynor, Assistant County Attorney  
Larry Philpott, Animal Control Interim Director  
Tom Cooney, Public Utilities Director  
Amanda Smith, Health Department (CMAC Program)  
Shelby Townsend/Don Townsend  
Marie Colgan, Deputy Clerk

Commissioner Council called the meeting to order at 9:30 AM

1. Approval of Minutes: March 6, 2008

**MOTION: Commissioner Edge moved to approve.**

**SECOND: Commissioner Melvin**

**VOTE: UNANIMOUS**

2. Update on Stormwater Phase II Regulations

Mr. Cooney reminded members that it had been six to seven months since a request was made to the State to be removed from the Stormwater Phase I joint utility agreement. The State has recommended the removal and it was sent to the EPA for final approval. As of this date, no reply has been received, but about a week remains before the end of the 90 day processing period. Since the County is still in a joint utility agreement, a decision needs to be made regarding how the County wants to proceed with Stormwater Phase II with regards to permitting. Although the State has assumed that responsibility and will continue to do that absent a decision by the County to assume that function, the Board of Commissioners will need to decide whether we want to do so. Local developers may rather have permitting locally and may be contacting members to request this be allowed. If the County were to decide to do it locally, it will require funding. Discussion ensued regarding the city's \$36 fee stormwater fee, the county's \$12 stormwater fee and the decision as to whether to keep the \$12 stormwater fee and how it would be used. County Attorney Barrett explained the County has the authority to continue a stormwater fee. A fee is a charge to users for use of a service or benefit provided, while a tax is a levy of general applicability for a public purpose. He has a legal concern about use of the fees for specific projects which would not benefit all the citizens paying the fee. Other ways to finance stormwater projects could be to create a service district and levy an additional tax or do special assessment projects. County Manager Martin advised that if the request to be removed from Phase I is approved, he recommends getting out of the joint utility and discontinuing the fee. The County Attorney agreed. However, if the county wants to continue in the joint utility, he believes that the fee will need to be raised in order to generate enough money for needed projects. Mr. Cooney advised that efforts continue to be made to locate monies such as grants to fund drainage projects. County Manager Martin reiterated that grant funds

are still being sought, especially for the Lock's Creek project. Commissioner Edge questioned what other metropolitan counties are doing in North Carolina to control stormwater issues, as well as how other states work directly with homeowner associations on this issue. Mr. Cooney will research the requested information and report back to the members. The committee agreed to make the decision on retaining the fee during the budget process.

3. Followup from Commissioner Jeannette Council's Request Regarding the NACo Drug Discount Card Program

Management provided members a handout. Commissioner Council voiced her concern for the County employees regarding prescriptions that are not covered under the County's insurance plan. Deputy County Manager Pilgrim advised that there are several options an employee can look into when a prescription is not covered to take advantage of the lowest cost; such as, seeing if a generic brand is available by using the Wal-Mart Prescription Program which provides generic medication for \$4 or using the NACo Drug Discount Card Program when no insurance is available. An alternate consideration is through the Cumberland County Medical Assistance Program (CCMAP) which Ms. Smith informed members could be used but it is based on income. If a person has Medicare Part D and a prescription is not available under the current insurance plan, the NACo Drug Discount Card can be used. Deputy County Manager Pilgrim advised that there is no charge for the drug discount card and Ms. Smith added that the card gives a 20% discount on prescriptions which can also be used in conjunction with the Wal-Mart \$4 charge for additional savings. Discussion ensued regarding the distribution of the cards and County Manager Martin stated he believed it would be a minor cost to distribute them through the normal methods. Ms. Smith informed members that the county has realized \$400,000 in savings since the start of the CMAC contract with the county jail system.

**MOTION:** Commissioner Melvin moved to pursue participation in the NACo Drug Discount Program.  
**SECOND:** Commissioner Edge  
**VOTE:** Unanimous

4. Consideration of Policy on Tethering of Dogs

County Attorney Barrett advised that in December, the Animal Control Board made a unanimous recommendation to request an ordinance be drafted regarding the tethering of dogs. Members were provided with a handout. The justification for prohibiting tethering is based on many studies which show that tethering increases the risk of anti social behavior by dogs and increases the risk of animal abuse. Discussion ensued regarding other effects of tethering. County Attorney Barrett recommended that the Cumberland County Board of Commissioners direct the Animal Control Interim Director and County Attorney to review experience and approaches of other jurisdictions in the state and possible anti-tethering proposals, present findings to the Animal Control Board, and then report back any recommendation to the Policy Committee. Commissioner Edge voiced a desire for restrictions of tethering dogs on the back of trucks to be addressed also. Don and Shelby Townsend, Cumberland County residents, were introduced and Mrs. Townsend spoke in support of the tethering ordinance based on personal experiences.

5. Other Matters of Concern

MEETING ADJOURNED: 10:20 AM



ITEM NO. 1 F(1)/(12)

OFFICE OF THE COUNTY ATTORNEY  
Courthouse, 117 Dick Street – Suite 551 • P.O. Box 1829 • Fayetteville, North Carolina 28302-1829  
(910) 678-7762 • Fax: (910) 678-7758

May 14, 2008

**MEMORANDUM FOR BOARD OF COMMISSIONERS' MAY 19, 2008 AGENDA**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: HARVEY W. RAYNOR III, DEPUTY COUNTY ATTORNEY *HW Raynor III*

THRU: GRAINGER R. BARRETT, COUNTY ATTORNEY *GRB*

SUBJECT: APPROVAL OF COUNTY FACILITY COMMITTEE REPORT AND RECOMMENDATIONS TO CONVEY RIGHTS - OF - WAY AND AN EASEMENT AS FOLLOWS:

1. Rights-of-Way to the City of Fayetteville along Canal Street and at the corner of N. Cool Spring Street and Person Street;
2. Underground utility easement through the Courthouse property to the Law Enforcement Center to PWC.

**BACKGROUND:**

**CITY OF FAYETTEVILLE REQUEST:** On March 14, 2008 the City of Fayetteville requested that the county convey the City a 10 foot right-of-way along Canal Street for street widening in connection with their paving project which included Canal Street and right-of-way of approximately 50 square feet at the intersection on N. Cool Spring St. and Person Street for the City's roundabout project. The City offered \$7,640.00 for the rights-of way, which, in fact, was the same amount as the County's estimated assessment for the paving of Canal Street. Once I informed the City that the County's cost in the portion of the Canal Street property that the City wanted was \$11,071.77 the City revised their size request to 6.5 feet along Canal Street which brought the County's cost in that request to just under \$7,640.00. The City has further refined their request to agree to exchange the two rights-of-way for the paving assessment which is estimated at \$7,640.50.

**PWC REQUEST:** PWC is removing the overhead electrical lines along Russell Street and needs to relocate the main power line to the Law Enforcement Center underground through the County's Courthouse property. This easement would be for an 18' x 29' easement for an underground electrical vault adjacent to Russell Street and a 4' x appx. 185' easement for

*Celebrating Our Past... Embracing Our Future*

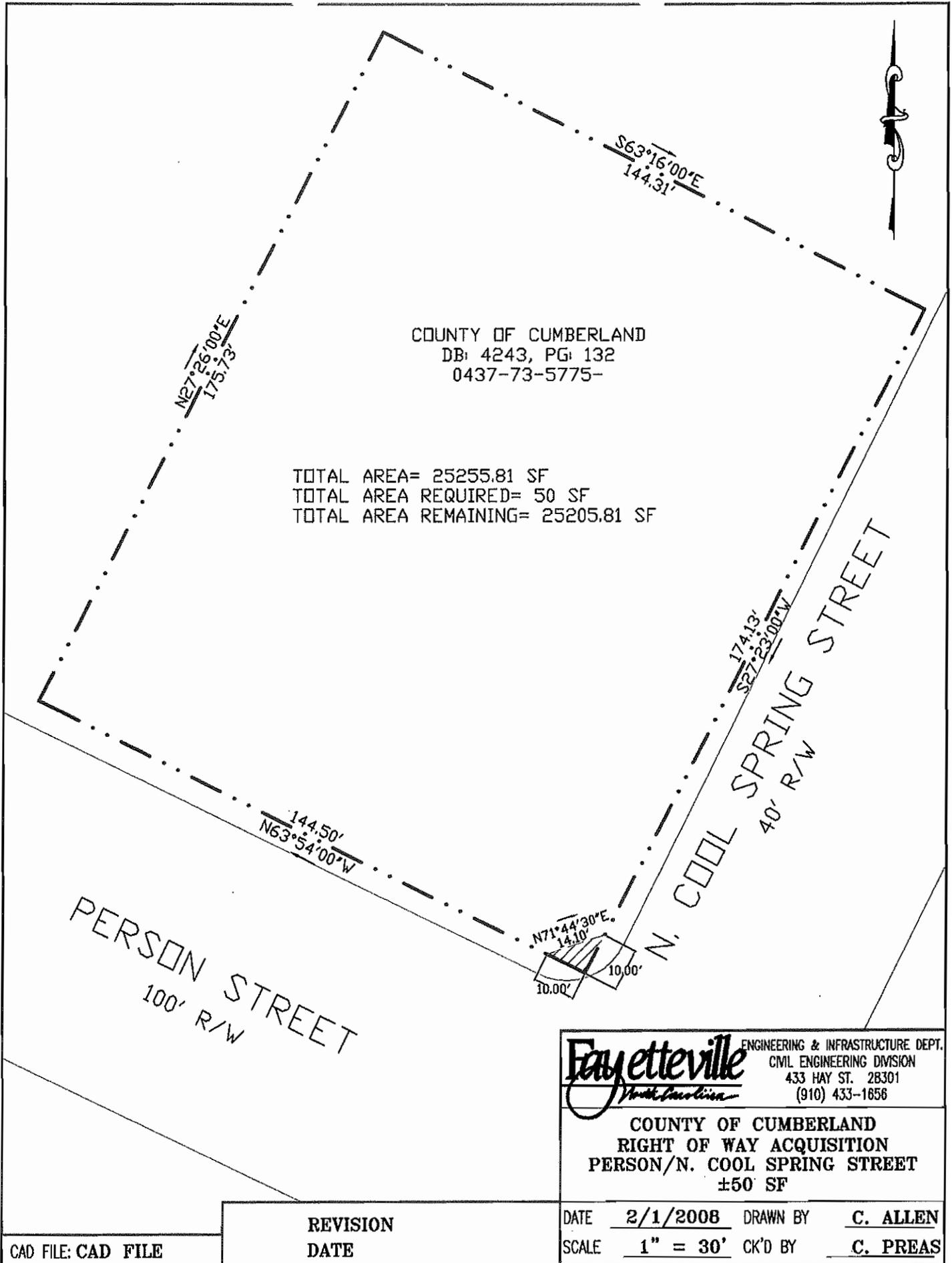
underground electric duct line from the electrical vault at Russell Street to the electrical vault at the Law Enforcement Center.

**RECOMMENDATION / PROPOSED ACTION:**

The Facility Committee recommends that the Board of Commissioners approve the conveyance of the Rights-of-Way along Canal Street as shown on Attachment 2 dated 5/7/2008 and at the corner of N. Cool Spring Street and Person Street as shown on Attachment 1 dated 2/1/2008 for the combined sum of \$7,640.00 (being the County's paving assessment for the Canal Street paving project) subject to legal staff's approval of the right-of-way deed and authorize the Chairman and Clerk to execute said deed.

The Committee further recommends that the Board of Commissioners approve the conveyance of an underground utility easement to PWC to supply power from Russell Street to the Law Enforcement Center as shown on those three drawings attached hereto subject to legal staff's approval of the deed of easement and authorize the Chairman and Clerk to execute said deed.

ATTACHMENT 1



COUNTY OF CUMBERLAND  
 DB: 4243, PG: 132  
 0437-73-5775-

TOTAL AREA= 25255.81 SF  
 TOTAL AREA REQUIRED= 50 SF  
 TOTAL AREA REMAINING= 25205.81 SF

PERSON STREET  
 100' R/W

N. COOL SPRING STREET  
 40' R/W

N71°44'30"E  
 14.10'  
 10.00'

**Fayetteville** ENGINEERING & INFRASTRUCTURE DEPT.  
*Frank Laullier* CIVIL ENGINEERING DIVISION  
 433 HAY ST. 28301  
 (910) 433-1856

COUNTY OF CUMBERLAND  
 RIGHT OF WAY ACQUISITION  
 PERSON/N. COOL SPRING STREET  
 ±50 SF

CAD FILE: CAD FILE	REVISION	DATE	2/1/2008	DRAWN BY	C. ALLEN
	DATE	SCALE	1" = 30'	CK'D BY	C. PREAS

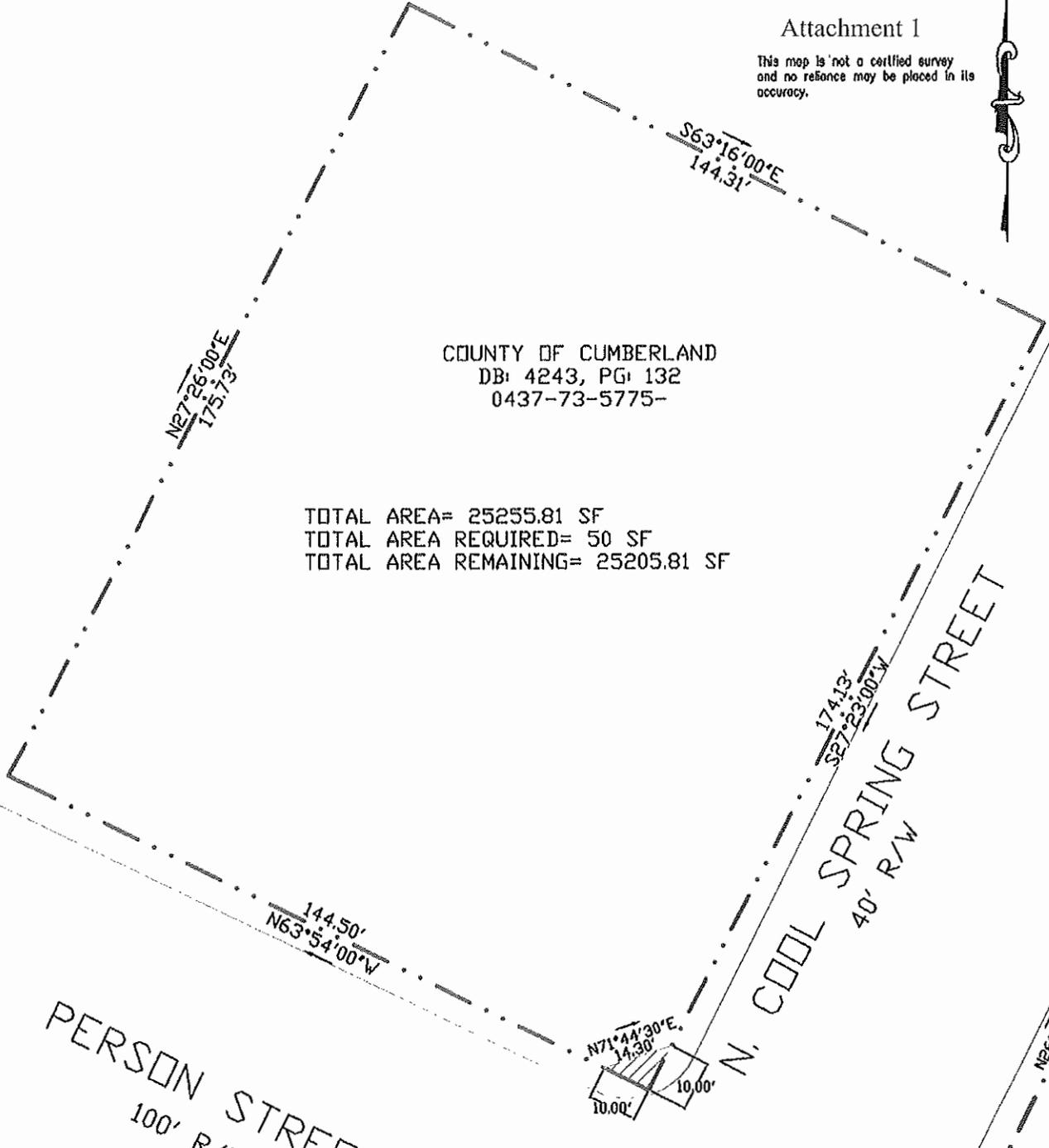
Attachment 1

This map is not a certified survey and no reliance may be placed in its accuracy.



COUNTY OF CUMBERLAND  
 DB: 4243, PG: 132  
 0437-73-5775-

TOTAL AREA= 25255.81 SF  
 TOTAL AREA REQUIRED= 50 SF  
 TOTAL AREA REMAINING= 25205.81 SF



PERSON STREET  
 100' R/W

N. COOL SPRING STREET  
 40' R/W



ENGINEERING & INFRASTRUCTURE DEPT.  
 CIVIL ENGINEERING DIVISION  
 433 HAY ST. 28301  
 (910) 433-1656

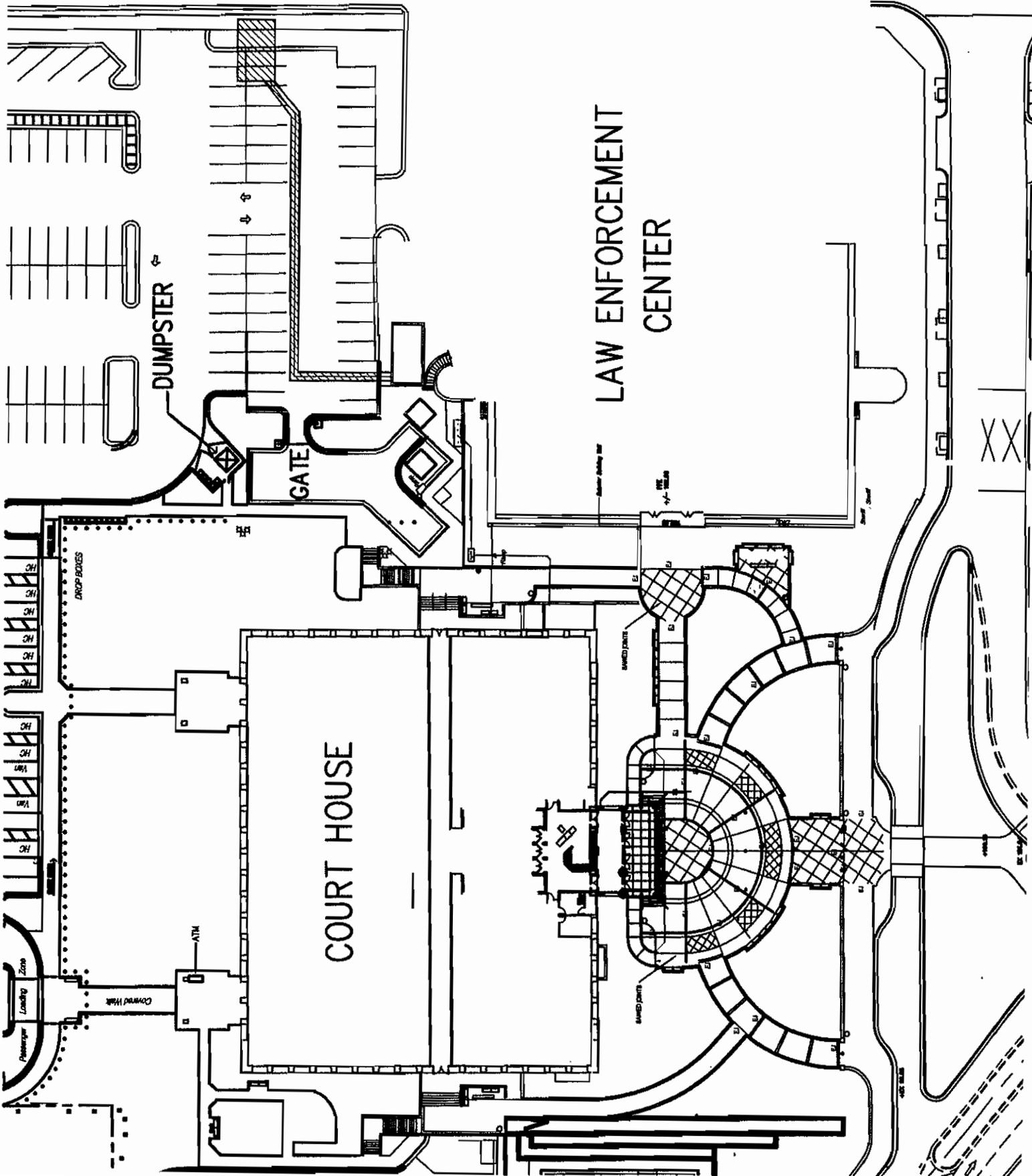
COUNTY OF CUMBERLAND  
 RIGHT OF WAY ACQUISITION  
 PERSON/N. COOL SPRING STREET  
 ±50 SF

CAD FILE: CAD FILE

REVISION  
 DATE

DATE	2/1/2008	DRAWN BY	C.W.
SCALE	1" = 30'	CK'D BY	C.A.

RUSSELL STREET



DUMPSTER

GATE

COURT HOUSE

LAW ENFORCEMENT CENTER

DRUG BOXES

Passenger Loading Zone

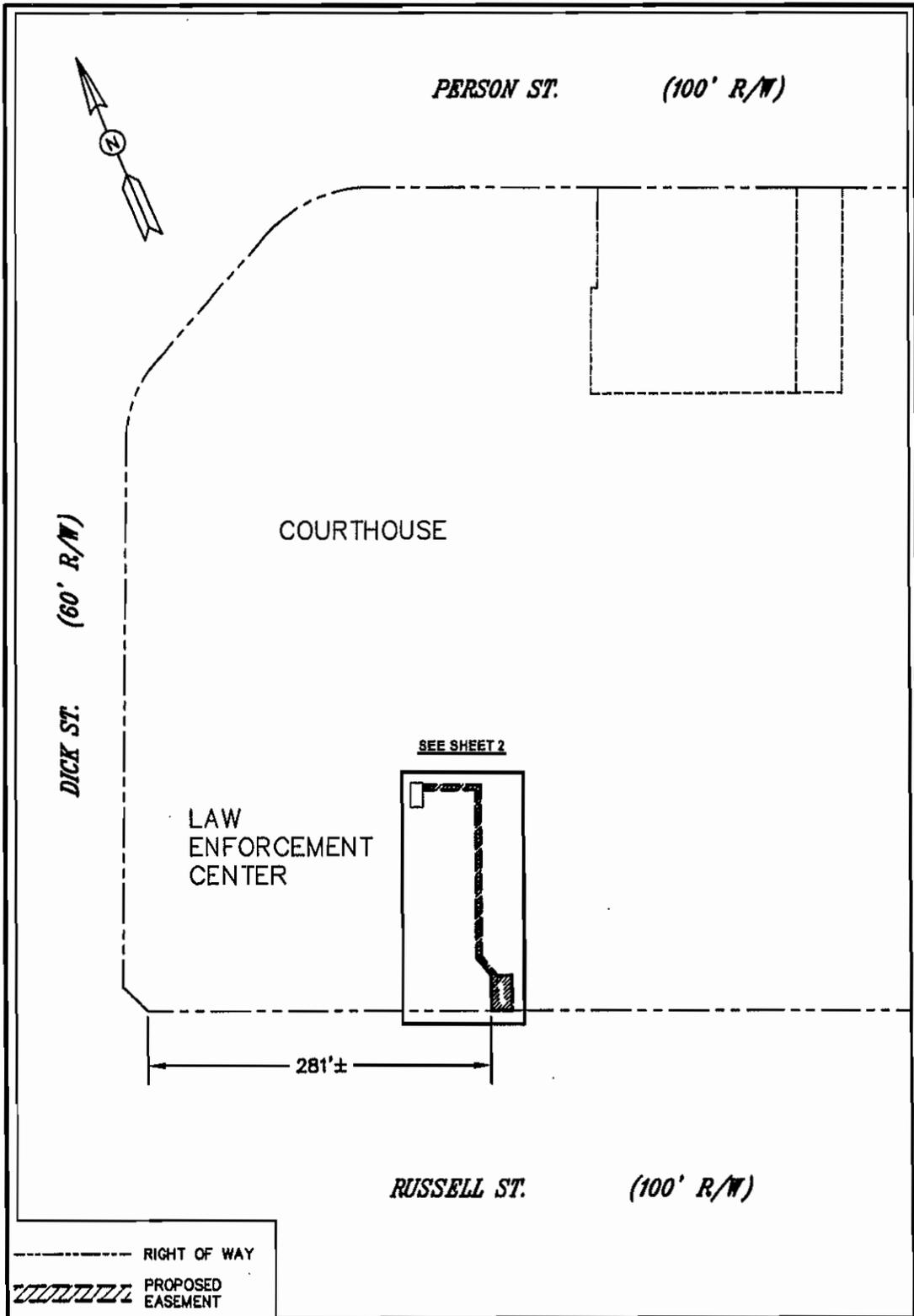
ATM

Covered Walk

SWITCH CENTER

SERVER CENTER





----- RIGHT OF WAY  
 //////////////// PROPOSED EASEMENT

- 1) NO FIELD SURVEY HAS BEEN PERFORMED.
- 2) THIS MAP HAS BEEN PREPARED FOR EASEMENT ACQUISITION ONLY.
- 3) THE PROPERTY LINE INFORMATION TAKEN FROM PB 43 PG 43
- 4) THIS MAP IS NOT A CERTIFIED SURVEY AND NO RELIANCE MAY BE PLACED IN ITS ACCURACY.

NO.	REVISIONS	DATE	PUBLIC WORKS COMMISSION CITY OF FAYETTEVILLE, N.C.		
1			ELECTRIC UTILITY EASEMENT ON PROPERTY OF CUMBERLAND COUNTY COURTHOUSE		
			ELECTRIC SYSTEMS ENGINEERING		
			DWN. JEC	DATE 08/02/08	DWG. NO.
			CKD.	APPD.	BE- 8441e1
			SCALE 1" = 100'		Sh. 1 of 2

CUMBERLAND COUNTY FACILITIES COMMITTEE  
May 13, 2008 – 8:30 AM  
REGULAR MEETING

PRESENT: Commissioner Diane Wheatley  
Commissioner Billy King  
Commissioner John Henley  
James Martin, County Manager  
Juanita Pilgrim, Deputy County Manager  
Amy Cannon, Assistant County Manager  
Grainger Barrett, County Attorney  
Harvey Raynor, Deputy County Attorney  
Sara VanderClute, Public Information Officer  
Bob Stanger, County Engineer  
Al Brunson, Director of Electrical & Mechanical  
Wayne Raynor, Public Health Director  
Sam Lucas, Engineering Technician II  
Minister Julius Davis  
Jake Regennas, Johnson Controls, Inc.  
Dave Holmes, Johnson Controls Account Representative  
Tim Gray, Senior Vice-President, Rentenbach Constructors, Inc.  
Jamie Hicks, Rentenbach Constructors, Inc.  
Marie Colgan, Deputy Clerk

Commissioner King called the meeting to order and asked Commission Henley to give an invocation. Commissioner King announced that Pauline Goodman, prior Workforce Development Director, passed away, but no details are available at this time on funeral arrangements. Assistant County Manager Cliff Spiller's mother also passed away and funeral services will be held tomorrow at 3 pm and family services will be held tonight.

1. Approval of Minutes: March 11, 2008

**MOTION: Commissioner Henley moved to approve.**  
**SECOND: Commissioner Wheatley**  
**VOTE: Unanimous**

2. Presentation of Guaranteed Energy Program Project – Year 2

Mr. Regennas distributed a Performance Contracting Value Report handout and explained that the handout provides information on the avoidance (savings) realized during the second year of Johnson Controls' partnership with the County totaling \$724,321. The complete project was financed for 12 years and the energy savings should pay for the program each year plus possibly additional savings. The avoided costs in each of the first two years have exceeded anticipated avoided costs. Discussion ensued regarding the savings detailed analysis and the summary of results included in the handout. Mr. Regennas pointed out another benefit of the electrical and gas energy savings program as being a savings of 8,247 tons of CO2 greenhouse gas emissions that were not produced. Resolutions and future objectives were also reviewed. Commissioner Henley questioned whether this type control would be used in the new health department and whether the school system has been approached regarding this program. Mr. Stanger advised that the County has taken a preferred alternate for Johnson Controls for the public health building and are negotiating with the subcontractor. The school system is moving toward this within phases.

3. Consideration of Minister Davis' request to purchase 100' tract out of Healy property from the County

County Attorney Barrett advised that a request was made last year by Minister Davis to purchase part of the Healy property for a safe area for his children to play but the request has been postponed until now due to various reasons. A large map was produced to view the area in question. Minister Davis was advised by the Health Department that he would not be allowed to place the playground equipment in his yard as it would be placed over the septic tank area. However after further discussion, it was agreed that this might be correct for permanent structures or footings but not for other equipment placed over the septic tank area. Commissioner Wheatley stated that she understands that the Chamber is not happy over selling part of the land and also voiced her concern over setting a precedent of selling a part of any property that has been purchased for development. In the end, the committee agreed that a legal document would be drafted by the County Attorney to allow Minister Davis to use the property for a playground for his children for as long as he owns the property or until such time that development takes place and at that time, the playground equipment would be removed. The committee agreed that this item does not need to come back to this committee unless Minister Davis has a problem with the agreement. Commissioner Henley asked Mr. Raynor to report back what is allowed to be placed over the septic tank area.

4. Consideration of City of Fayetteville's request for easement at Cool Spring & Person Street

Deputy County Attorney Raynor asked members to disregard the information provided in their packet and distributed a new handout regarding items 4 and 5. The original request from the City of Fayetteville was for the County to donate the land needed for an easement at Cool Spring and Person Street. The City is now asking for less land and is offering to pay \$100 for the 50 square feet that is needed.

5. Consideration of City of Fayetteville's request to purchase 10' of property adjacent to Canal Street

The City of Fayetteville has offered to purchase 2,012.45 square feet for a right-of-way needed for Canal Street at a cost of \$7,285.07. The City had requested a 10 foot strip and has now reduced its request to an 8 foot strip.

Attorney Raynor stated that the paving assessment for the property is \$7,640.50 so the City's offer is about \$255 less for both pieces of land. County Manager Martin recommended the County accept the offer.

**MOTION: Commissioner Henley moved to recommend to the full Board acceptance of the offer as presented under item #4 and #5.**

**SECOND: Commissioner Wheatley**

**VOTE: Unanimous**

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6. Other Matters of Concern

County Manager Martin advised that there are two items to be presented: Update on the Health Department project and a request by PWC for an easement.

Mr. Stanger stated that the Health Department project will take 18 months for construction and one month for moving with the groundbreaking probably taking place in June. Mr. Stanger introduced Mr. Gray and Mr. Hicks, construction managers, with Rentenbach Constructors, Inc., the construction firm

that was selected for the Health Department project through the RFP process. He distributed handout summarizing the current project costs and comparing the projected cost in November 2006 to the projected budget cost in October, 2007. Mr. Stanger explained that \$347,466 had been identified as value engineering items that could be deducted from the total of subcontractor bids bringing that total amount to \$19,543,086. Commissioner Wheatley asked what the original estimate was and Mr. Stanger responded that the original construction estimate was \$18 million which was developed when the programming and schematic phase was complete. Mr. Stanger reminded members that the building size had increased from 100,000 square feet to about 108,000 square feet which increased the cost by about \$1.7 million. Mr. Stanger continued with the breakdown stating that the total construction manager expenses amount to \$2,090,365. The project manager will be on the site on average three days a week, but there will be four and a half full time employees, which includes a superintendent who will be on site full time. Mr. Stanger noted that the total of the Construction Manager at risk guaranteed maximum price construction contract is \$22,190,429. Rentenbach Constructors will hold all the construction contracts and will guarantee the County that maximum price for the construction project (\$22,190,429). Mr. Stanger noted that with County-related expenses such as testing and inspection fees and an owner contingency the total construction costs come to \$23,017,864. After adding the architectural and engineering fees and other owner costs (including moving expenses), the total project cost amounts to \$27,617,679. Commissioner Wheatley voiced concern over the public's understanding of the cost of the building when early discussions focused on the construction cost and not the total project cost. Commissioner King also voiced his concern about the \$27 million cost. Final comparisons show that the project is a little over \$2 million over budget compared to the November, 2006 projected budget and only about \$330,000 over the October, 2007 projected budget. Commissioner Henley questioned what furniture and equipment would be moved to the new facility and Mr. Raynor advised that the \$1.2 million is an estimate of what might be needed but that a great deal of currently used furniture and equipment will be moved from the old location. Conversation continued regarding how the construction manager and the owner's contingency amounts might be spent. Mr. Gray advised that 100% of any savings under the contingency amount would be returned to the County. County Manager Martin stated that when future projects are discussed it will be clear as to what construction cost is as compared to project cost. County Attorney Barrett advised that there will be two items on the Commissioners' agenda on May 19 with regard to this project – the financing package for this project and approval of the construction manager contract.

Mr. Lucas advised that PWC is preparing to replace overhead utilities on Russell Street with underground lines and has requested an easement to re-route the primary power into the Law Enforcement Center and the courthouse. PWC wants to start on the project prior to the easement approval as they want to complete the project before the end of the fiscal year. County Manager Martin recommends approval.

**MOTION:** Commissioner Henley moved to recommend to the full Board approval of the PWC request as presented.  
**SECOND:** Commissioner Wheatley  
**VOTE:** Unanimous

MEETING ADJOURNED:

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

<b>Budget Office Use</b>	
Budget Revision No.	<u>208-324</u>
Date Received	<u>5/9/08</u>
Date Completed	

Fund No. 101 Agency No. 422 Organ. No. 4200  
 Organization Name: Sheriff's Office

ITEM NO. 1G(1)a

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance Appropriated		138,000	
<b>Total</b>			138,000	

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
2510	112	Fuel	606,409	100,000	706,409
3480	112	Utilities	25,300	38,000	63,300
<b>Total</b>			631,709	138,000	769,709

**Justification:**

Increase Fuel Expense Budget based on significantly increased cost per gallon (initial budget planned for \$2.70 per gallon). Increase utilities for New Training Center now that 12 months of actual costs are available.

**Funding Source:** State: \_\_\_\_\_ Federal: \_\_\_\_\_ County: \_\_\_\_\_ New: 138,000 Other: \_\_\_\_\_  
 Other: \_\_\_\_\_ Fees: \_\_\_\_\_ Prior Year: \_\_\_\_\_

Submitted By: <u>Earl R. Butler</u> Date: <u>5-9-08</u> Department Head	Approved By:
Reviewed By: _____ Date: _____ Budget Analyst	County Manager
Reviewed By: <u>Amy H. Cannon</u> Date: <u>5/14/08</u> Deputy/Assistant County Mgr	Board of County Commissioners
Reviewed By: _____ Date: _____ Information Services	Date: _____

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>BOG-323</u>
Date Received	<u>5/9/08</u>
Date Completed	

Fund No. 101 Agency No. 422 Organ. No. 4200  
 Organization Name: Sheriff's Office

ITEM NO. 1G(1)b

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance Appropriated		45,859	
3112	Investigation Support	40,000	21,000	61,000
Total			66,859	

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
1220	111	Salary Overtime	0	55,000	55,000
1810	111	Social Security	998,151	4,208	1,002,359
1820	111	Retirement	634,103	2,673	636,776
1824	111	401k County 1%	129,716	550	130,266
1826	111	401k Law Enf	526,589	2,750	529,339
1860	111	Workers Comp	339,061	1,678	340,739
Total			2,627,620	66,859	2,694,479

**Justification:**

Recognize additional Revenue from Deputy time reimbursed by others. Increase Expense Budget for Overtime and related benefits. Lapsed salary insufficient to cover.

**Funding Source:**

State: \_\_\_\_\_ Federal: \_\_\_\_\_ County: \_\_\_\_\_ New: 45,859 Other: \_\_\_\_\_  
 Other: \_\_\_\_\_ Fees: \_\_\_\_\_ Prior Year: \_\_\_\_\_

**Fund Balance:**

Submitted By: <u>Earl R. Butler</u> Department Head	Date: <u>5-9-08</u>	Approved By:  _____ Date: _____ County Manager  Board of County Commissioners Date: _____
Reviewed By: _____ Budget Analyst	Date: _____	
Reviewed By: <u>Amyl Cannon</u> Deputy Assistant County Mgr	Date: <u>5/14/08</u>	
Reviewed By: _____ Information Services	Date: _____	

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use  
Budget Revision No. B08-325  
Date Received 5/9/08  
Date Completed \_\_\_\_\_

Fund No. 101 Agency No. 422 Organ. No. 422F  
Organization Name: School Law Enforcement

ITEM NO. 1G(1)c

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance Appropriated		11,000	
Total			11,000	

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
2510	118	Fuel	61,997	11,000	72,997
			61,997	11,000	72,997

**Justification:**

Increase Fuel Expense Budget based on significantly increased cost per gallon (initial budget planned for \$2.70 per gallon).

Funding Source: State: \_\_\_\_\_ Federal: \_\_\_\_\_ Fees: \_\_\_\_\_ Fund Balance: County: \_\_\_\_\_ New: 11,000 Other: \_\_\_\_\_ Prior Year: \_\_\_\_\_

Submitted By: Earl R. Butler  
Department Head  
Reviewed By: [Signature]  
Budget Analyst  
Reviewed By: Amber [Signature]  
Deputy Assistant County Mgr  
Reviewed By: \_\_\_\_\_  
Information Services

Date: 5-9-08  
Date: \_\_\_\_\_  
Date: 5/14/08  
Date: \_\_\_\_\_

Approved By: _____	Date: _____
County Manager	Date: _____
Board of County Commissioners	Date: _____

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use

Budget Revision No. 208-326  
Date Received 5/9/08  
Date Completed \_\_\_\_\_

Fund No. 101 Agency No. 422 Organ. No. 4203  
Organization Name: Jail

ITEM NO. 1G(1)d

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance Appropriated		285,509	
	Reimb for Immigration Class		45,000	
Total			330,509	

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
1220	114	Salary Overtime	195,000	285,000	480,000
1810	114	Social Security	460,364	20,885	481,249
1820	114	Retirement	291,857	13,568	305,425
1824	114	401k County 1%	59,867	2,730	62,597
1860	114	Workers Comp	173,157	8,326	181,483
			1,180,245	330,509	1,510,754

**Justification:**

Increase Expense Budget to cover overtime for Detention Officer shift positions. Not all vacant positions can be left unstaffed. Recognize Revenue for State reimbursement of Overtime while Detention Officers attend Immigration Officer training.

**Fund Balance:**

State: 45,000 Federal: \_\_\_\_\_ County: \_\_\_\_\_ New: 285,509 Other: \_\_\_\_\_  
Other: \_\_\_\_\_ Fees: \_\_\_\_\_ Prior Year: \_\_\_\_\_

Submitted By: Earl R. Bentley Date: 5-9-08  
Department Head

Reviewed By: [Signature] Date: \_\_\_\_\_  
Budget Analyst

Reviewed By: Amber Cannon Date: 5/14/08  
Deputy Assistant County Mgr

Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_  
Information Services

Approved By:	
_____	Date: _____
County Manager	
_____	Date: _____
Board of County Commissioners	
_____	Date: _____

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B08-318</u>
Date Received	<u>5-9-08</u>
Date Completed	

Fund No. 101 Agency No. 431 Organ. No. 4321  
 Organization Name: TUBERCULOSIS CHEST CLINIC

ITEM NO. 1G(2)a

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
6002	ESCROW TUBERCULOSIS	5,000	5,000	10,000
		5,000	5,000	10,000

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
2381	222	DRUGS	9,415	2,500	14,180
2601	222	OFFICE SUPPLIES	265	2,000	2,965
3440	222	POSTAGE	200	500	700
Total			9,880	5,000	14,880

**Justification:**

THIS BUDGET REVISION REQUESTS TO BUDGET REVENUE EARNED BY THE TUBERCULOSIS CLINIC INTO VARIOUS OPERATING EXPENSE OBJECT CODES IN ORDER TO FUND EXPENDITURES FOR THE REMAINDER OF THE CURRENT FISCAL YEAR.

State: \_\_\_\_\_ Federal: \_\_\_\_\_ Fund Balance: \_\_\_\_\_ County: \_\_\_\_\_ New: \_\_\_\_\_ Other: \_\_\_\_\_  
 Other: \_\_\_\_\_ Fees: 5,000 Prior Year: \_\_\_\_\_

Submitted By: [Signature] by Edward Beale Date: 5/8/08  
 Department Head  
 Reviewed By: [Signature] Date: 5-9-08  
 Finance Department  
 Reviewed By: [Signature] Date: 5/14/08  
 Deputy Assistant County Mgr

Approved By:	
_____	Date: _____
County Manager	
_____	Date: _____
Board of County Commissioners	
_____	Date: _____

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B08-320</u>
Date Received	<u>5-9-08</u>
Date Completed	

Fund No. 101 Agency No. 431 Organ. No. 4311  
 Organization Name: Immunization Clinic

ITEM NO. 1G(2)b

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
6017	IMMUNIZATION FEES	249,000	25,000	274,000
		249,000	25,000	274,000

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
2381	174	DRUGS	215,000	25,000	240,000
		Total	215,000	25,000	240,000

**Justification:**

THIS BUDGET REVISION REQUESTS TO BUDGET FOR REVENUE ANTICIPATED TO BE EARNED IN ORDER TO PURCHASE VACCINES FOR THE REMAINDER OF THE CURRENT FISCAL YEAR.

State: \_\_\_\_\_ Federal: \_\_\_\_\_ County: \_\_\_\_\_ Fund Balance: \_\_\_\_\_  
 Other: \_\_\_\_\_ Fees: 25,000 New: \_\_\_\_\_ Other: \_\_\_\_\_  
 Prior Year: \_\_\_\_\_

Submitted By: Edward Beale Date: 5/9/08  
 Department Head  
 Reviewed By: Kelly Centry Date: 5-9-08  
 Finance Department  
 Reviewed By: Amiga Cannon Date: 5/14/08  
 Deputy Assistant County Mgr

Approved By:	Date:
County Manager	Date:
Board of County Commissioners	Date:

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B08-316
Date Received	5/7/2008
Date Completed	

Fund No. 101 Agency No. 412 Organ. No. 4195  
 Organization Name: General Government

ITEM NO. 16(3)

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9905	Fund Balance- Deferred Maintenance	2,594,283	47,500	2,641,783

Total

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3434	088	M&R Parking	150,000	47,500	197,500
			150,000	47,500	197,500

**Justification:**

Revision to appropriate designated deferred maintenance fund balance to resurface portions of the The Department of Social Services parking lot.

**Funding Source:**

State: \_\_\_\_\_ Federal: \_\_\_\_\_ County: \_\_\_\_\_ New: \_\_\_\_\_ Other: \_\_\_\_\_  
 Other: \_\_\_\_\_ Fees: \_\_\_\_\_ Prior Year: \_\_\_\_\_

**Fund Balance:**

Submitted By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Department Head  
 Reviewed By: Howardell Abair Date: 5/7/08  
 Finance Department  
 Reviewed By: Amy N. Cannon Date: 5/14/08  
 Deputy Assistant County Mgr

<b>Approved By:</b>	
_____	Date: _____
County Manager	
_____	Date: _____
Board of County Commissioners	
_____	Date: _____

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B08-317</u>
Date Received	<u>5/5/08</u>
Date Completed	

Fund No. 620 Agency No. 444 Organ. No. 4442  
 Organization Name: Civic Center

ITEM NO. IG (4)

**REVENUE**

*pg 1 of 2*

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
6702	Rent-Building	680,000	46,816	726,816
6704	Rent-Equipment	90,000	31,426	121,426
6706	Recovered Expenses	390,000	96,759	486,759
6710	Facility Surcharge	360,036	41,833	401,869
6714	Miscellaneous	40,000	18,350	58,350
6716	Box Office Fee	15,000	11,492	26,492
6718	Concessions	380,000	134,327	514,327
6720	Marketing Revenue	185,000	25,446	210,446
	Total	2,140,036	406,449	2,546,485

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
2992	857	Department Supplies	72,233	10,000	82,233
3390	857	Contracted Services	800,000	225,000	1,025,000
3403	857	Advertising-Marketing	150,000	21,449	171,449
3457	857	Sponsored Events	356,118	150,000	506,118
		Total	1,378,351	406,449	1,784,800

**Justification:**

Revision in the amount of \$406,449 to adjust revenue budget to projections and supporting expenses.

**Fund Balance:**

State: \_\_\_\_\_ Federal: \_\_\_\_\_ County: \_\_\_\_\_ New: \_\_\_\_\_ Other: \_\_\_\_\_  
 Other: \_\_\_\_\_ Fees: \_\_\_\_\_ Prior Year: \_\_\_\_\_

Submitted By: Risa Foster Date: 5/2/08  
 Department Head  
 Reviewed By: HeA Bob Incher Date: 5/7/08  
 Budget Analyst  
 Reviewed By: Amy Cannon Date: 5/14/08  
 Deputy Assistant County Mgr  
 Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Information Services

Approved By:	
_____	Date: _____
County Manager	
_____	Date: _____
Board of County Commissioners	
_____	Date: _____

CROWN CENTER  
SUMMARY OF REVENUE PROJECTIONS

	<b>Budget 04/17/08</b>	<b>Actual 03/31/08</b>	<b>Projected Apr-June</b>	<b>Project YE</b>	<b>Variance</b>
6702 Rent-Building	680,000	540,930	185,886	726,816	46,816
6704 Rent-Equipment	90,000	97,245	24,181	121,426	31,426
6706 Recovered Expenses	390,000	408,065	78,694	486,759	96,759
6718 Concessions	380,000	435,257	79,070	514,327	134,327
6710 Facility Surcharge	360,036	323,214	78,655	401,869	41,833
6716 Box Office Fee	15,000	25,200	1,292	26,492	11,492
6720 Marketing Revenue	185,000	204,446	6,000	210,446	25,446
6714 Miscellaneous	40,000	57,350	1,000	58,350	18,350
9110 Transfer from General Fund	683,000	512,250	170,750	683,000	0
9901 Fund Balance Appropriated	423,911	0	423,911	423,911	0
9124 Transfer from Food & Bev	2,471,960	1,853,970	617,990	2,471,960	0
7006 Interest Income & Penalties	0	0	0	0	0
7685 Sales Tax/Contract	0	0	0	0	0
7686 Insurance Settlement	0	0	0	0	0
<b>Totals</b>	<b>5,718,907</b>	<b>4,457,927</b>	<b>1,667,429</b>	<b>6,125,356</b>	<b>406,449</b>

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B08-312
Date Received	5/5/2008
Date Completed	

Fund No. 630 Agency No. 412 Organ. No. 4135  
 Organization Name: General Litigation

ITEM NO. IG (5)

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance	0	15,000	15,000
			15,000	

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3487	920	Liability Settlements	0	25,000	25,000
3610	921	Capital Outlay Equipment	10,000	(10,000)	-
Total			10,000	15,000	25,000

**Justification:**

Revision in the amount of \$25,000 to reallocate budgeted expenditures (\$10,000) and appropriate fund balance (\$15,000) for cumulative costs of settlements for remainder of FY2008.

Funding Source: State: \_\_\_\_\_ Federal: \_\_\_\_\_ County: \_\_\_\_\_ New: \_\_\_\_\_ Other: \_\_\_\_\_  
 Other: \_\_\_\_\_ Fees: \_\_\_\_\_ Prior Year: \_\_\_\_\_

Submitted By: <u>[Signature]</u> Department Head	Date: <u>5/7/08</u>	Approved By:  _____ Date: _____ County Manager  Board of County Commissioners Date: _____
Reviewed By: <u>[Signature]</u> Finance Department	Date: <u>5-8-08</u>	
Reviewed By: <u>[Signature]</u> Deputy/Assistant County Mgr	Date: <u>5/14/08</u>	

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B08-314
Date Received	5/5/2008
Date Completed	

Fund No. 496 Agency No. 429 Organ. No. 4292

Organization Name: Vander Fire District

ITEM NO. 15(6)

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
1000	Taxes Current Year	553,058	150	553,208
Total		553,058	150	553,208

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
4027	852	Tax Refunds	250	150	400
Total			250	150	400

**Justification:**

Increase expenditure line to cover unanticipated refunds to taxpayers.

**Funding Source:**

State: \_\_\_\_\_ Federal: \_\_\_\_\_ Fees: \_\_\_\_\_ County: \_\_\_\_\_ New: \_\_\_\_\_ Other: \_\_\_\_\_  
 Other: 150 Prior Year: \_\_\_\_\_

**Fund Balance:**

Submitted By: \_\_\_\_\_ Date: \_\_\_\_\_

Department Head

Reviewed By: Kelly Autry Date: 5/5/08  
 Finance Department

Reviewed By: Amyl Dawson Date: 5/14/08  
 Deputy Assistant County Mgr

Approved By:

County Manager

Board of County Commissioners

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B08-313
Date Received	5/5/2008
Date Completed	

Fund No. 478 Agency No. 429 Organ. No. 4270

Organization Name: Eastover Fire District

ITEM NO. 16(7)

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
1000	Taxes Current Year	281,716	200	281,916
Total		281,716	200	281,916

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
4027	842	Tax Refunds	400	200	600
Total			400	200	600

**Justification:**

Increase expenditure line to cover unanticipated refunds to taxpayers.

**Funding Source:**

State: \_\_\_\_\_ Federal: \_\_\_\_\_ County: \_\_\_\_\_ New: \_\_\_\_\_ Other: \_\_\_\_\_  
 Other: 200 Fees: \_\_\_\_\_ Prior Year: \_\_\_\_\_

**Fund Balance:**

Submitted By: \_\_\_\_\_ Date: \_\_\_\_\_

Reviewed By: Kelly Autry Department Head  
 Finance Department Date: 5/5/08

Reviewed By: Amyl Dawson Deputy Assistant County Mgr  
 Date: 5/14/08

Approved By:	
County Manager	Date: _____
Board of County Commissioners	Date: _____

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>BOS-328</u>
Date Received	<u>5/13/08</u>
Date Completed	

Fund No. 625 Agency No. 460 Organ. No. 4699  
 Organization Name: Solid Waste Management

ITEM NO. 1G(8)a

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Bal Appr	251,415	159,750	411,165
Total		251,415	159,750	411,165

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
625-460-4606		Ann St Landfill			
2510	876	Fuel Vehicle	165,000	113,250	278,250
625-460-4608		Container Site			
2510	876	Fuel Vehicle	14,001	4,500	18,501
625-460-4609		Transportation			
2510	876	Fuel Vehicle	99,999	30,000	129,999
625-460-4611		Maintenance			
2510	876	Fuel Vehicle	9,999	12,000	21,999
Total			288,999	159,750	448,749

**Justification:**

Due to the increase in fuel prices our cost has more than doubled for fuel in our vehicles and equipment.

Funding Source: State: \_\_\_\_\_ Federal: \_\_\_\_\_ County: \_\_\_\_\_ New: \_\_\_\_\_ Other: \_\_\_\_\_  
 Other: \_\_\_\_\_ Fees: \_\_\_\_\_ Prior Year: \_\_\_\_\_

Submitted By: <u>[Signature]</u> Department Head	Date: <u>5-13-08</u>	Approved By:  _____ County Manager  Board of County Commissioners Date: _____
Reviewed By: <u>[Signature]</u> Budget Analyst	Date: _____	
Reviewed By: <u>[Signature]</u> Deputy Assistant County Mgr	Date: <u>5/14/08</u>	
Reviewed By: _____ Information Services	Date: _____	

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>808-329</u>
Date Received	<u>5/13/08</u>
Date Completed	

Fund No. 625 Agency No. 460 Organ. No. 4699  
 Organization Name: Solid Waste Management

ITEM NO. 1G(8)b

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Bal Appr	411,165	85,000	496,165
Total		411,165	85,000	496,165

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
625-460-4607		Wilkes Rd			
3433	876	Maintenance Repair Equipment	162,158	85,000	247,158
Total			162,158	85,000	247,158

**Justification:**

Unexpected repairs on the tub grinders located at Wilkes Road which are used to grind up yard debris into mulch.

Funding Source: State: \_\_\_\_\_ Federal: \_\_\_\_\_ Fund Balance: County: \_\_\_\_\_ New: \_\_\_\_\_ Other: \_\_\_\_\_  
 Other: \_\_\_\_\_ Fees: \_\_\_\_\_ Prior Year: \_\_\_\_\_

Submitted By: [Signature]  
 Department Head

Date: 5-13-08

Reviewed By: [Signature]  
 Budget Analyst

Date: \_\_\_\_\_

Reviewed By: [Signature]  
 Deputy Assistant County Mgr

Date: 5/14/08

Reviewed By: \_\_\_\_\_  
 Information Services

Date: \_\_\_\_\_

Approved By:	
County Manager	Date: _____
Board of County Commissioners	Date: _____

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>BOB-330</u>
Date Received	<u>5/13/08</u>
Date Completed	

Fund No. 130 Agency No. 450 Organ. No. 4530  
 Organization Name: WDC Administration

ITEM NO. 16(9)a

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4520	NC WIA Grant	208,133	(24,870)	183,263

Total

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
1220	606	Overtime Pay	3,000.00	(1,098.00)	1,902.00
1991	606	Salary Adjustment	36,024.00	(19,072.00)	16,952.00
3360	607	Other Services	5,000.00	(5,000.00)	-
3406	607	Dues & Subscription	2,500.00	(2,500.00)	-
3420	607	Insurance and Bonds	950.00	(650.00)	300.00
3430	607	M / R Buildings	750.00	(750.00)	-
3440	607	Postage	750.00	150.00	900.00
3445	607	Telephone	650.00	(150.00)	500.00
3455	607	Printing	-	200.00	200.00
3460	607	Rent Building	5,500.00	2,000.00	7,500.00
3470	607	Travel Employee	3,000.00	2,000.00	5,000.00
Total			58,124.00	(24,870.00)	33,254.00

**Justification:**

To realign county budget to actual state appropriations

**Funding Source:**

State: 100%  
 Other: \_\_\_\_\_

Federal: \_\_\_\_\_  
 Fees: \_\_\_\_\_

**Fund Balance:**

County: \_\_\_\_\_ New: \_\_\_\_\_  
 Prior Year: \_\_\_\_\_

Other: \_\_\_\_\_

Submitted By: Glenwa Nixon  
 Department Head

Date: 5/13/08

Reviewed By: Harold Bra  
 Finance

Date: 5/13/08

Reviewed By: Amy N Cannon  
 Deputy Assistant County Mgr

Date: 5/14/08

Approved By:	
_____	Date: _____
County Manager	
_____	Date: _____
Board of County Commissioners	
_____	Date: _____

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>BOB-331</u>
Date Received	<u>5/13/08</u>
Date Completed	

Fund No. 133 Agency No. 450 Organ. No. 4541  
 Organization Name: WDC Statewide Activities

ITEM NO. 16(9)b

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4525	NC WIA PY89 Grant 3508	151,428	125,524	276,952

Total

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
2994	616	Misc Furn / Equipment	1,741.00	3,259.00	5,000.00
3360	616	Other Services	7,500.00	95,224.00	102,724.00
3401	616	Advertising	750.00	200.00	950.00
3406	616	Dues & Subscription	-	3,500.00	3,500.00
3420	616	Insurance and Bonds	-	1,500.00	1,500.00
3455	616	Printing	-	100.00	100.00
3460	616	Rent Building	3,259.00	1,741.00	5,000.00
3470	616	Travel Employee	20,000.00	20,000.00	40,000.00
Total			33,250.00	125,524.00	158,774.00

**Justification:**

To realign county budget to actual state appropriations

**Funding Source:**

State: 100%  
 Other: \_\_\_\_\_

Federal: \_\_\_\_\_  
 Fees: \_\_\_\_\_

**Fund Balance:**

County: \_\_\_\_\_ New: \_\_\_\_\_  
 Prior Year: \_\_\_\_\_

Other: \_\_\_\_\_

Submitted By: [Signature]  
 Department Head

Reviewed By: [Signature]  
 Finance

Reviewed By: [Signature]  
 Deputy/Assistant County Mgr

Date: 5/13/08

Date: 5/13/08

Date: 5/14/08

Approved By:	
County Manager	Date: _____
Board of County Commissioners	Date: _____

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B08-332</u>
Date Received	<u>5/13/08</u>
Date Completed	

Fund No. 133 Agency No. 450 Organ. No. 4548  
 Organization Name: WIA Dislocated Worker

ITEM NO. LG(9)c

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4534	NC Dislocated Worker	585,327	(88,714)	496,613

Total

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
1220	621	Overtime Pay	4,500.00	(2,158.00)	2,342.00
1270	621	Longevity	2,459.00	323.00	2,782.00
2992	622	Dept. Supply	7,500.00	(3,100.00)	4,400.00
3204	622	Medical	2,000.00	(1,500.00)	500.00
3313	622	FTCC Training	75,000.00	18,818.00	93,818.00
3316	622	Day Care Client	10,000.00	(10,000.00)	
3360	622	Other Services	93,176.00	(45,595.00)	47,581.00
3390	622	Contracted Services	125,000.00	(10,000.00)	115,000.00
3440	622	Postage	500.00	(500.00)	
3470	622	Travel Employee	3,500.00	(1,500.00)	2,000.00
3472	622	Travel Clients	75,000.00	(33,691.00)	41,309.00
3474	622	Training	2,500.00	144.00	2,644.00
4904	622	Adult Needs Based Payments	-	45.00	45.00
Total			401,135.00	(88,714.00)	312,421.00

**Justification:**

To realign county budget to actual state appropriations

Funding Source: State: 100% Federal: \_\_\_\_\_ County: \_\_\_\_\_ New: \_\_\_\_\_ Other: \_\_\_\_\_  
 Other: \_\_\_\_\_ Fees: \_\_\_\_\_ Prior Year: \_\_\_\_\_

Submitted By: Genwa Nixon Date: 5/13/08  
 Department Head  
 Reviewed By: Howard DeBar Date: 5/13/08  
 Finance  
 Reviewed By: Amy Cannon Date: 5/14/08  
 Deputy Assistant County Mgr

Approved By:	
_____	Date: _____
County Manager	
_____	Date: _____
Board of County Commissioners	
_____	Date: _____



ITEM NO. 2A

OFFICE OF THE COUNTY ATTORNEY

Courthouse, 117 Dick Street – Suite 551 • P.O. Box 1829 • Fayetteville, North Carolina 28302-1829  
(910) 678-7762 • Fax: (910) 678-7758

May 12, 2008

**MEMORANDUM FOR BOARD OF COMMISSIONERS' AGENDA OF MAY 19, 2008**

**TO: BOARD OF COMMISSIONERS**

**FROM: GRAINGER BARRETT, COUNTY ATTORNEY** *ARB*

**SUBJECT: PUBLIC HEARING TO CONSIDER INSTALLMENT FINANCING CONTRACT UNDER G.S. 160A-20 WITH RBC BANK (USA) TO PROVIDE CAPITAL FUNDS FOR CONSTRUCTION OF NEW HEALTH DEPARTMENT BUILDING**

**BACKGROUND:** The Board of Commissioners has called this public hearing to consider an installment financing contract under G.S. 160A-20 with RBC Bank (USA) to provide capital funding of up to \$30 million to finance construction of the New Health Department Building, and some minor improvements to other properties. Management previously issued a Request For Proposals to financing institutions for such installment financing and determined RBC's bid of 4.42% fixed for a 20 year term, with annual payments beginning in June, 2009, to be the best bid.

The financing will be secured by a lien on the Animal Control Shelter, the Mental Health Center on Bradford Avenue, and the Central Maintenance Facility, because the entire New DSS/New Health Department campus was already pledged to secure the 1998 financing for the New DSS Building. The financing will not be secured by the full faith and credit of the County. G.S. 160A-20(g) requires this public hearing on a contract under that section before entering into it and notice of this public hearing has been published on May 9, 2008, as required by law.

**RECOMMENDATION:** Consider whether to adopt resolution approving installment financing contract under G.S. 160A-20 with RBC Bank (USA) for up to \$30,000,000 to provide capital funding for of the New Health Department Building, and some minor improvements to other properties, and associated documents, including deed of trust to and escrow agreement with RBC Bank (USA), substantially in the form as presented to this meeting, and authorize Chairman or County Manager to sign on behalf of County, with such changes or revisions consistent with the general tenor thereof as may be satisfactory to the County Manager and the County Attorney.

Encl.

*Celebrating Our Past...Embracing Our Future*

RESOLUTION

The governing body for the County of Cumberland, North Carolina, held a regular meeting at Room 118, Cumberland County Courthouse, the regular place of meeting, on May 19, 2008, at 6:45 p.m.

Present: \_\_\_\_\_

Absent: \_\_\_\_\_

Also Present: \_\_\_\_\_

\* \* \* \* \*

\_\_\_\_\_ introduced the following resolution which was read:

**RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING CONTRACT IN THE AMOUNT OF UP TO \$30,000,000.00 WITH RBC BANK (USA) TO FINANCE THE CONSTRUCTION OF A NEW HEALTH DEPARTMENT BUILDING, AND CERTAIN OTHER IMPROVEMENTS, AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, Board of Commissioners (the "Board") of the County of Cumberland (the "County") has decided to issue debt pursuant to N.C.G.S. 160A-20 in a maximum aggregate principal amount of not to exceed \$30,000,000 to finance the construction of a New Health Department Building, and certain other improvements; and

WHEREAS, the Board has filed an application with the Local Government Commission of North Carolina for approval of such debt as required by law;

BE IT RESOLVED by the Board of Commissioners for the County of Cumberland, North Carolina (the "County"):

Section 1. The Board of Commissioners does hereby find and determine:

- a) The County proposes the construction of a New Health Department Building, and minor improvements to certain other County buildings, as more fully described in the hereinafter mentioned Contract (collectively, the "Project");
- b) After consideration, the Board of Commissioners has determined that the most advantageous manner of financing thereof is by an installment contract pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended;
- c) Pursuant to Section 160A-20, the County is authorized to finance the Project, by entering into an installment contract and a deed of trust or other security

instrument that creates a security interest in some or all of the property financed to secure repayment of the financing;

- d) As required by Section 160A-20, on May 19, 2008, the County held a public hearing with respect to the financing of the Project through the Contract, after notice of such hearing was published at least ten (10) days prior to the hearing; and
- e) RBC Bank (USA) ("RBC") has proposed that RBC enter into an Installment Financing Contract with the County to finance the Project pursuant to which RBC will lend the County the amount of up to \$30,000,000.00 (the "Contract"), to be secured by a Deed of Trust and Security Agreement with respect to a portion of the Project for the benefit of RBC (the "Deed of Trust"). RBC, the County and RBC Bank as escrow agent will also enter into a related Escrow Agreement (the "Escrow Agreement").

Section 2. The proposed Project is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of the State of North Carolina.

Section 3. The Chairman of the Board, the County Manager, the Finance Officer and other officers of the County are hereby authorized and directed to proceed with the Project, and the Board of Commissioners ratifies, approves and adopts all actions of the officers and agents of the County to date in proceeding with or in furtherance of the Project.

Section 4. Subject to and contingent upon approval of the financing by the Local Government Commission, the Board of Commissioners hereby approves, and authorizes and directs the Chairman of the Board or the County Manager, James E. Martin, to execute, acknowledge and deliver, the Contract, the Deed of Trust and the Escrow Agreement on behalf of the County in such form and substance as the person executing and delivering such instruments on behalf of the County shall find acceptable. The Clerk is hereby authorized to affix the official seal of the County of Cumberland to the Contract, the Deed of Trust and the Escrow Agreement and attest the same.

Section 5. The proper officers of the County are authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this Resolution, the Contract, the Deed of Trust and the Escrow Agreement, substantially in the form as presented to this meeting, together with such changes or revisions consistent with the general tenor thereof as may be satisfactory to the County Manager and the County Attorney.

Section 6. Notwithstanding any provision of the Contract, the Deed of Trust or the Escrow Agreement, no deficiency judgment may be rendered against the County in any action for breach of a contractual obligation under the Contract, the Deed of Trust or the Escrow Agreement and the taxing power of the County is not and may not be pledged directly or indirectly to secure any moneys due under the Contract, the security provided under the Contract and the Deed of Trust being the sole security for RBC in such instance.

Section 7. The County covenants that, to the extent permitted by the Constitution and laws of the State of North Carolina, it will comply with the requirements of the Internal Revenue Code of 1986, as amended (the "Code") as required so that interest on the County's obligations under the Contract will not be included in the gross income of RBC.

Section 8. This Resolution shall take effect immediately upon its passage.

**UPON MOTION OF \_\_\_\_\_, SECONDED BY \_\_\_\_\_, MEMBERS OF THE GOVERNING BODY, THE FOREGOING RESOLUTION ENTITLED "RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING CONTRACT IN THE AMOUNT OF UP TO \$30,000,000.00 WITH RBC BANK (USA) TO FINANCE THE CONSTRUCTION OF A NEW HEALTH DEPARTMENT BUILDING, AND CERTAIN OTHER IMPROVEMENTS, AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH" WAS PASSED BY THE FOLLOWING VOTE:**

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

PASSED AND ADOPTED this 19<sup>th</sup> day of May, 2008.

\* \* \* \* \*

I, Marsha Fogle, Clerk for the Board of Commissioners of the County of Cumberland, North Carolina DO HEREBY CERTIFY that the foregoing has been carefully copied from the actual recorded minutes of the governing body of said County of Cumberland at a regular meeting held on May 19, 2008, the record having been made in the minutes of said governing body, and is a true copy of so much of said minutes as relates in any way to the passage of a resolution providing for the authorization of the Installment Financing Contract referred to therein.

I DO HEREBY FURTHER CERTIFY that a schedule, stating that the regular meetings of the Board of Commissioners are held on the first and third Mondays of each month at 9:00 a.m. and 6:45 p.m., respectively, at Room 118, Cumberland County Courthouse, 117 Dick Street, Fayetteville, N.C. 28302, was on file with me for at least seven calendar days prior to said meeting, all in accordance with G.S. 143-318.12.

WITNESS my hand and corporate seal of said County of Cumberland, this \_\_\_\_\_ day of May, 2008.

\_\_\_\_\_  
Clerk, County of Cumberland

---

**INSTALLMENT FINANCING CONTRACT**

between

**RBC BANK (USA)**  
*as the Bank*

and

**COUNTY OF CUMBERLAND, NORTH CAROLINA**  
*as the County*

Dated: June \_\_, 2008

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**TABLE OF CONTENTS**

SECTION 1. DEFINITIONS.....2

SECTION 2. ADVANCE OF LOAN AMOUNT .....4

SECTION 3. INSTALLMENT PAYMENTS AND OTHER PAYMENTS.....4

SECTION 4. NATURE OF CONTRACT .....5

SECTION 5. RESPONSIBILITIES AND COVENANTS OF THE COUNTY .....5

SECTION 6. DEED OF TRUST .....9

SECTION 7. INSURANCE AND UNFORESEEN LOSSES.....9

SECTION 8. WARRANTIES AND REPRESENTATIONS OF THE COUNTY .....12

SECTION 9. INDEMNIFICATION.....13

SECTION 10. DISCLAIMER OF WARRANTIES .....13

SECTION 11. DEFAULT AND REMEDIES.....14

SECTION 12. ASSIGNMENT .....15

SECTION 13. LIMITED OBLIGATION OF THE COUNTY .....16

SECTION 14. TAX-EXEMPT INTEREST .....17

SECTION 15. MISCELLANEOUS .....18

INSTALLMENT FINANCING CONTRACT  
REAL PROPERTY

THIS INSTALLMENT FINANCING CONTRACT, dated June \_\_, 2008 (the "Contract"), by and between RBC BANK (USA), a North Carolina banking corporation (the "Bank"); and the COUNTY OF CUMBERLAND, NORTH CAROLINA, a body politic and corporate of, and a subdivision of, the State of North Carolina (the "County");

WITNESSETH:

WHEREAS, the County is a duly and validly created, organized and existing public body politic, and a subdivision of the State of North Carolina, duly created and existing under and by virtue of the Constitution and laws of the State of North Carolina; and

WHEREAS, the County has the power, pursuant to Section 160A-20 of the General Statutes of North Carolina, to enter into installment contracts to finance the construction of improvements to real property; and

WHEREAS, the Bank desires to advance certain funds to enable the County to undertake the Project, as hereinafter defined; and

WHEREAS, the County desires to obtain such advance from the Bank pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, the obligation of the County to make Installment Payments, as hereinafter defined, and other payments required under Section 3 hereof shall constitute a limited obligation payable solely from currently budgeted appropriations of the County and shall not constitute a pledge of the faith and credit of the County within the meaning of any constitutional debt limitation or as otherwise prohibited by the North Carolina Constitution; and

WHEREAS, the County has received approval of this Contract and its plan of financing from the North Carolina Local Government Commission; and

WHEREAS, the County has held a public hearing with respect to the contract providing for the financing of the Project; and

WHEREAS, in order to further secure the obligations of the County hereunder, the County has executed the Deed of Trust, as hereinafter defined, to a trustee named therein, for the benefit of the Bank; and

WHEREAS, no deficiency judgment may be rendered against the County in any action for breach of a contractual obligation under this Contract, and the taxing power of the County is not and may not be pledged in any way, directly or indirectly or contingently, to secure any moneys due under this Contract; and

WHEREAS, the Bank and the County each have duly authorized the execution and delivery of this Contract;

NOW, THEREFORE, for and in consideration of the premises and of the covenants hereinafter contained, and other valuable consideration, the parties hereto agree as follows:

## SECTION 1. DEFINITIONS

For purposes of this Contract, the following definitions will apply:

1.1. "County" means the County of Cumberland, North Carolina, a body politic and corporate of, and a subdivision of, the State of North Carolina, acting through its Governing Body.

1.2. "Deed of Trust" means the Deed of Trust and Security Agreement dated as of the date hereof from the County to the deed of trust trustee named therein securing its obligations hereunder for the improvement of the Property.

1.3. "Environmental Laws" means any federal, state or local law, rule, regulation, permit, order or ordinance relating to the protection of the environment or human health or safety now or hereafter in effect, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, et seq.) (together with the regulations promulgated thereunder, "CERCLA"), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et seq.) (together with the regulations promulgated thereunder, "RCRA"), the Oil Pollution Act of 1990 (33 U.S.C. Section 2701, et seq.) (together with the regulations promulgated thereunder, "OPA"), the Emergency Planning and Community Right-to-Know Act, as amended (42 U.S.C. Section 11001, et seq.) (together with the regulations promulgated thereunder, "Title III"), the Clean Water Act, as amended (33 U.S.C. Section 1321, et seq.) (together with the regulations promulgated thereunder, "CWA"), the Clean Air Act, as amended (42 U.S.C. Section 7401, et seq.) (together with the regulations promulgated thereunder, "CAA") and the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601 et seq.) (together with the regulations promulgated thereunder, "TSCA"), and any state or local similar laws and regulations and any so-called local, state or federal "superfund" or "superlien" law.

1.4. "Escrow Deposit Agreement" means the Escrow Deposit Agreement dated as of June \_\_, 2008 by and between the County and the Bank pursuant to which the Bank agrees to hold the Escrow Fund on behalf of County and to advance monies in such Escrow Fund in accordance with the terms thereof.

1.5. "Escrow Fund" means the escrow fund established by the County with the Bank pursuant to the terms of the Escrow Deposit Agreement.

1.6. "Governing Body" means the Cumberland County Board of Commissioners.

1.7. "Hazardous Materials" means any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials, asbestos or any materials containing asbestos or petroleum, petroleum hydrocarbons, or any other substance or material as defined by (or for purposes of) any federal, state or local environmental law, ordinance, rule or regulation including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended

(42 U.S.C. sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. sections 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. sections 9601 et seq.), and the regulations adopted and publications promulgated pursuant thereto. Hazardous Materials shall not include materials used by the County in connection with its operation of any of its public works or water/sewer system, provided such materials are properly handled and contained in accordance with applicable federal and state laws.

1.8. "Installment Payments" means those payments made by the County to the Bank as described in Section 3 of this Contract and in the Payment Schedule.

1.9. "Loan Amount" means up to \$30,000,000, as described in Exhibit B hereto, which will be advanced by the Bank to enable the County to undertake the Project.

1.10. "LGC" means the Local Government Commission of North Carolina established pursuant to Chapter 159 of the North Carolina General Statutes.

1.11. "Net Proceeds," when used with respect to any proceeds from policies of insurance required hereunder or proceeds of any condemnation award arising out of the condemnation of all or any portion of the Property, means the amount remaining after deducting from the gross proceeds thereof all expenses (including, without limitation, attorneys' fees and costs) incurred in the collection of such proceeds.

1.12. "Payment Schedule" means the document labeled "Payment Schedule" attached hereto as Exhibit B and incorporated herein by reference, which describes the County's Installment Payments.

1.13. "Prime Rate" means the Bank's prime rate, which is one of the Bank's variable rate indices for credit extensions and is set by the Bank at its discretion based on the Bank's perception of market interest rate levels, trends and general economic conditions. It is not tied to any specific index published by any third party and is not represented by the Bank to be the lowest rate at which the Bank extends credit.

1.14. "Project" means the construction of (i) a new public health center located at 1225 Ramsey Street, Fayetteville 28301-4401 – (Pin 0438-51-2393) and (ii) improvements to the (a) animal control center located at 4704 Corporation Drive, Fayetteville 28306-8104 – (PIN 0433-29-7323) (the "Animal Control Project"), (b) the mental health facility located at 226 Bradford Ave, Fayetteville 28301-5404, (PIN 0437-24-0273) (the "Mental Health Project") and (c) the central maintenance building located at 426 Mayview Street, Fayetteville 28306-1748 – (PIN 0436-17-8223) (the "Central Maintenance Project"), as more fully described in Exhibit A.

1.15. "Property," whether singular or plural, means that certain parcel or those certain parcels of land on which the Animal Control Project, the Mental Health Project and the Central Maintenance Project are located, together with all fixtures, improvements and appurtenances thereon now or hereafter existing, as described in the Deed of Trust.

## SECTION 2. ADVANCE OF LOAN AMOUNT

The Bank agrees to advance the Loan Amount to the County and the County agrees to borrow the Loan Amount from the Bank to be applied in accordance with the terms and conditions of this Contract. The proceeds of the Loan Amount shall be used to construct the Project. The advance by the Bank shall be made by the deposit by the Bank to the Escrow Fund of the Loan Amount. The Loan Amount may be invested pending disbursement, and shall be disbursed to construct the Project in accordance with the Escrow Deposit Agreement. The County shall pay any additional sums necessary to construct the Project and shall provide evidence of the payment of such additional sums to the Bank upon request.

## SECTION 3. INSTALLMENT PAYMENTS AND OTHER PAYMENTS

3.1. Amounts and Times of Installment Payments and Other Payments. Subject to the provisions of Section 14 hereof entitled "Limited Obligation of the County," the County shall repay the Loan Amount in installments as provided in Exhibit B to this Contract. Each installment shall be deemed to be an Installment Payment and shall be paid in the amount and at the time set forth in the Payment Schedule except as provided herein. Installment Payments shall be sufficient in the aggregate to repay the Loan Amount together with interest thereon at a per annum rate equal to the rate per annum described in Exhibit B hereto. A portion of each Installment Payment is interest.

Interest on the Loan Amount as set forth on Exhibit B is based upon a 360-day year, with twelve (12) thirty (30) day months. The amortization schedule is based on all payments being received by the Bank on the scheduled due date. The Bank reserves the right to increase the initial payment to reflect any additional interest accruing prior to the end of the initial interest period.

3.2. Place of Payments. All payments required to be made to the Bank hereunder shall be made at the Bank's principal office or as may be otherwise directed by the Bank or its assignee.

3.3. Late Charges. Should the County fail to pay any Installment Payment or any other sum required to be paid to the Bank within fifteen (15) days after the due date thereof, the County shall pay a late payment charge equal to four percent (4%) of the delinquent payment.

3.4. Abatement of Installment Payments. Subject to Section 14 hereof entitled "Limited Obligation of the County," there shall be no abatement or reduction of the Installment Payments or other payments by the County for any reason, including but not limited to, any defense, recoupment, setoff, counterclaim, or any claim (real or contingent) arising out of or related to the Project. The County assumes and shall bear the entire risk of loss and damage to the Project from any cause whatsoever, it being the intention of the parties that the Installment Payments and other payments shall be made in all events unless the obligation to make such Installment Payments and other payments is terminated as otherwise provided herein.

3.5. Prepayment of Installment Payments. The County may prepay the Loan Amount in whole or in part on any day from June \_\_, 2008 through June \_\_, 2018, upon payment of the principal amount to be prepaid, interest accrued to the prepayment date and a prepayment premium equal to two percent (2%) of the principal amount being prepaid. From June \_\_, 2018

through maturity, the County may prepay the Loan Amount in whole or in part upon payment of the principal amount to be prepaid plus interest accrued to the prepayment date, without premium or penalty. The County shall give the Bank notice of such prepayment at least thirty (30) days prior to the date selected for prepayment.

#### SECTION 4. NATURE OF CONTRACT

This Contract is an installment contract and security agreement pursuant to Section 160A-20 and Article 9 of Chapter 25 (the "Uniform Commercial Code - Secured Transactions") of the General Statutes of North Carolina.

#### SECTION 5. RESPONSIBILITIES AND COVENANTS OF THE COUNTY

5.1. Maintenance, Care and Use. The County shall use the Property in a careful and proper manner, in compliance with all applicable laws and regulations, and shall take no action to adversely affect the Property, and shall take (or cause to be taken) all reasonable action to preserve the Property in good condition, repair, appearance and working order for the purposes intended, ordinary wear and tear excepted, including, without limitation, at its sole cost and expense, to repair and maintain the Property (or cause it to be maintained or repaired), and to replace any part of the Property as may from time to time become worn out, lost, stolen, destroyed or damaged or unfit for use. Any and all additions to or replacements of the Property and all parts thereof shall constitute accessions to the Property and shall be subject to all the terms and conditions of this Contract and the Deed of Trust.

5.2. Inspection. The Bank shall have the right upon reasonable prior notice to the County to enter into and upon the Property to inspect the Property or any part thereof during normal business hours.

5.3. Encumbrances. Except as permitted by the Deed of Trust, the County shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Property, or the rights of the County and the Bank therein, except with the prior written consent of the Bank.

5.4. Utilities. The County shall pay, or cause to be paid, when due, all charges for utility services used in connection with the Property. There shall be no abatement of the Installment Payments on account of interruption of any such services.

5.5. Taxes. The County shall pay, or cause to be paid, when due, any and all taxes levied by any governmental body as a result of the County's ownership, possession, or use of the Property or as a direct or indirect result of the construction of the Project by the County.

5.6. Risk of Loss. Subject to the provisions of Section 13 hereof entitled "Limited Obligation of the County," the County shall bear all risk of loss to and condemnation of the Property. In the event of loss or damage to the Property, the County shall either (a) continue to make the Installment Payments due hereunder and repair, reconstruct and restore the applicable portion of the Property to the satisfaction of the Bank, or (b) prepay in full the principal components of the outstanding Installment Payments in accordance with Section 3.5 hereof.

5.7. Performance by the Bank of the County's Responsibilities. Any performance required of the County or any payments required to be made by the County may, if not timely performed or paid, be performed or paid by the Bank, and, in that event, the Bank shall be immediately reimbursed by the County for such payments and for any costs and expenses, legal or otherwise, associated with the payments or other performance by the Bank, with interest thereon at a per annum rate equal to the Prime Rate in effect on the last business day of the calendar month preceding the payment (but not exceeding the maximum rate, if any, permitted by applicable law).

5.8. Financial Statements. The County agrees that it will furnish to the Bank current audited financial statements (as soon as practicable after the County's acceptance thereof) and the County's annual budget as submitted or approved, and permit the Bank or its agents and representatives to inspect the County's books and records and make extracts therefrom at its own expense during regular business hours and in a manner which will not disrupt the normal business routine of the County. The County shall furnish to the Bank current financial statements at such reasonable times as the Bank may request. The County represents and warrants to the Bank that all financial statements which have been delivered to the Bank in connection with this Contract fairly and accurately reflect the County's financial condition and there has been no material adverse change in the County's financial condition as reflected in the financial statements since the date thereof.

5.9. Other Responsibilities and Conditions. Simultaneously with the execution of this Contract and prior to the advancement of any funds hereunder by the Bank, the County shall cause to be provided to the Bank the following:

- (a) A Deed of Trust;
- (b) A Non-Arbitrage Certificate;
- (c) An Incumbency and Authorization Certificate in the form of Exhibit C attached hereto;
- (d) An Opinion Letter of counsel for the County in the form of Exhibit D attached hereto;
- (e) A certificate in the form of Exhibit E attached hereto or other proof of insurance on the Project satisfactory to the Bank;
- (f) Certified copies of resolutions of the Governing Body authorizing the County to enter into this Contract and carry out its terms, together with evidence of a public hearing held with respect to the Contract;
- (g) Proof of a title insurance policy insuring the Bank's first lien position;
- (h) The most recent survey of the Property;
- (i) The Escrow Deposit Agreement in a form satisfactory to the Bank;

(j) An opinion letter from bond counsel which states that the interest on the County's obligations under the Contract will not be included in the gross income of the Bank for Federal and North Carolina income tax purposes, and will not be an item of tax preference for purposes of the federal alternative minimum income tax, if applicable.

(k) Copies of all documents furnished by the County to the LGC and issued by the LGC in connection with this Contract, including the certified approval by the Secretary of the LGC of this Contract and the transactions contemplated hereunder (if approval by the LGC of the transactions contemplated hereunder is required by law); and

(l) Executed originals of any other documents and instruments required by Bank in connection with this Contract.

5.10. Environmental Covenants. To the best of the County's knowledge, the Property on which the Project is to be located is not now and has not ever been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials and that no Hazardous Materials have ever been installed on such Property except as otherwise disclosed in the Environmental Questionnaire previously provided to the Bank]. The County covenants that the Property shall be kept free of Hazardous Materials and shall not be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in connection with the normal construction, maintenance and operation of the Project and in compliance with all Environmental Laws. The County shall not cause or permit as a result of any intentional or unintentional act or omission on the part of the County or any lessee, tenant, subtenant, licensee, guest, invitee, employee, agent or contractor, the installation of Hazardous Materials on the Property or a release of Hazardous Materials onto the Property or suffer the presence of Hazardous Materials on the Property, except in connection with the normal construction, maintenance and operation of the Project or the Property and in compliance with all Environmental Laws. The County shall comply with and ensure compliance by all sublessees, tenants, subtenants, licensees, guests, invitees, employees, agents and contractors with all applicable federal, state and local laws, ordinances, rules and regulations with respect to Hazardous Materials and shall keep the Property free and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations. The County has not received any notice from any governmental agency, entity or any other person who receives any notices from any governmental agency, entity or any other person with regard to Hazardous Materials on, from or affecting the Property. In the event the County does receive any such notices, the County shall immediately notify the Bank. The County, at no expense to the Bank, shall conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions necessary to comply with all applicable Environmental Laws.

SECTION 6. Special Tax Covenants. The County covenants that: (a) it will make no use of the monies advanced by the Bank (the "proceeds") which would cause this Contract to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), or the Treasury Regulations promulgated thereunder; (b) so long as the Contract remains in effect, the County will comply with the requirements of the Code and the applicable Treasury Regulations promulgated thereunder and will not take or omit to take any action which will cause the interest paid or payable under this Contract to be includible in the gross income of the registered owner hereof; (c) the Project shall be used exclusively for

essential governmental purposes of the County and no use shall be made of the proceeds or of the Project, directly or indirectly, which would cause this Contract to be a "private activity bond" within the meaning of Section 141 of the Code; (d) no part of the payment of principal or interest under this Contract is or shall be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof; (e) no portion of the proceeds shall be used, directly or indirectly, in making loans the payment of principal or interest with respect to which are to be guaranteed, in whole or in part, by the United States or any agency or any instrumentality thereof; and (f) the County shall not lease or otherwise make any of the Project available to any entity if such lease or other availability would cause the interest portion of the Installment Payments to be included in the gross income of the Bank under the Code for income tax purposes.

The County shall furnish promptly all information necessary to permit the Bank to file on or before its due date IRS Form 8038-G. The County shall not take or omit to take any action that may cause a loss of the federal, state or local tax-exempt status of this Contract or the interest thereon.

6.1. Appropriations of Payments. (a) The County reasonably believes that funds sufficient to make all Installment Payments during the term of this Contract can be obtained. While recognizing that it is not empowered to make any binding commitment to make Installment Payments or any other payments beyond its current fiscal year, the Governing Body of the County in authorizing the execution of this Contract has stated its intent to make annual appropriations sufficient to make the Installment Payments and has recommended that future governing bodies continue to do so during the term of this Contract.

(b) The County Manager or Finance Officer shall include in the initial proposal for each of the County's annual budgets the amount of all Installment Payments coming due during the fiscal year to which such budget is applicable. Notwithstanding that the County Manager or Finance Officer includes an appropriation for Installment Payments in a proposed budget, the County may terminate all its obligations hereunder by not appropriating sufficient funds to make the scheduled Installment Payments. In the event the Governing Body determines not to appropriate in its budget an amount sufficient to pay all Installment Payments coming due in the applicable fiscal year, the Governing Body shall adopt a resolution specifically deleting such appropriation from the proposed budget for that fiscal year. Such resolution shall state the reasons for such deletion, shall be adopted by a vote identifying those voting for and against and abstaining from the resolution, and shall be recorded in the minutes of the Governing Body. A copy of such resolution shall be promptly sent to the Bank. Such failure to appropriate shall constitute an Event of Default.

(c) If the amount equal to the Installment Payments which will be due during the next fiscal year has not been appropriated by the County in its budget, the County Manager or Finance Officer shall deliver to the Bank, within ten (10) days after the adoption of the County's budget for such fiscal year, but not later than fifteen (15) days after the start of such fiscal year, a certificate from the Finance Officer of the County stating that the County did not make such appropriation.

6.2. Construction of the Project. The County has complied and shall comply with the provisions of Article 8 of Chapter 143 of the General Statutes of North Carolina and enter into one or more contracts with a contractor or contractors relating to the construction of the Project (whether one or more, the "Construction Contract"). The County has caused and shall cause the

construction to be carried on continuously in accordance with the plans and specifications and with all applicable ordinances and statutes, and in accordance with the requirements of all regularly constituted authorities having jurisdiction over same. The County has complied and will comply with all applicable laws, regulations and requirements of any governmental authority having jurisdiction over the Project and has secured, or caused to be secured, all regulatory approvals and permits that are available at this time and necessary for the construction and installation of the Project. The County will secure, or cause to be secured, any additional regulatory approvals and permits if required as construction and installation of the Project progresses.

#### SECTION 7. DEED OF TRUST

7.1. Security Interest. In order to secure its obligations hereunder, the County shall deliver to the Bank the Deed of Trust. The County shall cause to be filed, at the County's expense, financing statements and other related documents that are necessary under Article 9 of Chapter 25 (the "Uniform Commercial Code - Secured Transactions") of the General Statutes of North Carolina to perfect a first lien security interest in the fixtures that are part of the Property by filing and to maintain that first lien security interest in perfected form.

7.2. Liens. The County shall not directly or indirectly create, incur, assume or suffer to exist any lien, charge, security interest, encumbrance or claim on or with respect to the Property (except the security interest granted to the Bank or as permitted by Section 5.3). The County shall promptly, at its own expense, take such action as may be necessary to duly discharge any such lien, security interest, charge, encumbrance or claim if the same shall arise at any time. The County shall reimburse the Bank for any expense incurred by it in order to discharge or remove any such lien, security interest, encumbrance or claim.

#### SECTION 8. INSURANCE AND UNFORESEEN LOSSES

8.1. Insurance. The County shall obtain and maintain, at its expense at all times until termination of this Contract a policy of insurance covering the Property and providing the insurance protection described in this Section. The County shall maintain at its own expense fire, casualty, public liability, property damage and theft insurance, and such other insurance in such amounts and with such deductibles, if permitted, as required by the Bank from time to time. The Property shall be insured in an amount equal to the total replacement value or the Loan Amount, whichever is greater. All such insurance shall be maintained with an insurance company or companies licensed to do business in North Carolina and shall contain a standard mortgagee clause designating the Bank as additional insured as its interest may appear. The County shall deliver to the Bank the policies of insurance or duplicates thereof or other evidence satisfactory to the Bank of such insurance coverage. Each insurer shall agree by endorsement upon the policy or policies issued by it that (i) it will give thirty (30) days prior written notice to the Bank of the cancellation or material modification of such policy; and (ii) the coverage of the Bank shall not be terminated, reduced or affected in any manner regardless of any breach or violation by the County of any warranties, declarations and conditions of such insurance. The County agrees to cooperate fully in all accident insurance investigations, claims and litigation proceedings. The County shall cooperate fully with the Bank in filing any proof of loss with respect to any insurance policy described above. In no event shall the County voluntarily settle,

or consent to the settlement of, any proceeding arising out of any insurance claim with respect to the Property without the written consent of the Bank.

In lieu of policies of insurance written by commercial insurance companies meeting the requirements of this Section, the County may maintain a program of self-insurance or participate in group risk financing programs, risk pools, risk retention groups, purchasing groups and captive insurance companies, and in state or federal insurance programs.

8.2. Damage or Destruction. (a) The County shall notify the Bank immediately in the event (i) of any damage to or destruction from fire or other casualty of any portion of the Property or (ii) that a material defect in the construction of the Property becomes apparent, if the County determines in good faith that such damage, destruction or loss will cost more than \$50,000 to repair, replace and restore.

(b) If any portion of the Property is damaged or destroyed as provided herein, to an extent that the County determines in good faith that the cost of repairing, replacing and restoring such damage or destruction will exceed \$50,000, then the County shall deposit the Net Proceeds with the Bank and shall, within 90 days after the date such damage or destruction occurs, elect one of the following two options by giving notice of such election to the Bank, and the Bank shall disburse such Net Proceeds in accordance with the option so elected:

(i) Option A – Repair and Restoration. The County may elect to repair, reconstruct and restore that portion of the Property so lost, damaged or destroyed. If the County elects this Option A, then the County, shall proceed forthwith to repair, reconstruct and restore the applicable portion of the Property to substantially the same condition as had existed prior to the event causing such damage or destruction, with such alterations and additions as the County may determine to be necessary or desirable and as will not impair the capacity or character of the applicable portion of the Property for the purposes for which it had been used prior to such damage or destruction or is intended to be used. So long as no Event of Default has occurred and is continuing under this Contract, the Bank, upon receipt of a request made by the County, shall apply so much as may be necessary of such Net Proceeds to payment of the cost of such repair, reconstruction and restoration, either on completion thereof or as the work progresses. Any such request may provide for Net Proceeds to be paid directly to third-party vendors or to be paid to the County for reimbursement of costs incurred in such repair, replacement or restoration. If such Net Proceeds are not sufficient to pay in full the cost of such repair, replacement and restoration, the County shall, subject to Section 5.12, pay so much of the cost thereof as may be in excess of such Net Proceeds. The County shall not by reason of the payment of such excess cost be entitled to any (A) reimbursement from the Bank, or (B) abatement or diminution of the Installment Payments.

(ii) Option B – Prepayment of Installment Payments. The County may elect to have the Net Proceeds of insurance payable as a result of such loss, damage or destruction, together with other monies provided by the County, applied to the prepayment of Installment Payments in accordance with Section 3.5. Notwithstanding anything to the contrary, in the event that the County elects to make partial prepayment under this Option B, the County shall first provide to the Bank a certificate signed by the

Manager to the effect that (i) the Property has been restored to its condition prior to the damage, or (ii) such damage will not impair the County's use of the Property for its intended purposes.

(c) If the County determines in good faith that such cost will not exceed \$50,000, the County shall (1) retain the Net Proceeds with respect to such damage or destruction, (2) forthwith repair, reconstruct and restore, reconstruct and restore, the Property so damaged or destroyed to substantially the same condition as it had existed prior to the event causing such damage or destruction, and (3) apply Net Proceeds retained by it to the payment or reimbursement of the costs of such repair, replacement and restoration. If such Net Proceeds are not sufficient to pay in full the cost of such repair, replacement and restoration, the County shall, subject to Section 5.12, pay so much thereof as is in excess of such Net Proceeds.

8.3. Condemnation; Loss of Title. (a) In the case of a taking of all or any part of the Property or any right therein under the exercise of the power of eminent domain or any loss of all or any part of the Property because of loss of title thereto, or the commencement of any proceedings or negotiations which might result in such a taking or loss, the party upon whom notice of such taking is served or with whom such proceedings or negotiations are commenced or who learns of a loss of title shall give prompt notice to the other. Each such notice shall describe generally the nature and extent of such condemnation, taking, loss, proceedings or negotiations. All obligations of the County under this Contract (except obligations to make Installment Payments when due) shall terminate as to the portion of the Property as to which there is a loss of title or which is condemned or taken when such loss of title is finally adjudicated or when title thereto vests in the party condemning or taking the same, as the case may be (hereinafter referred to as the "Takings Date"). The County shall pay over to the Bank (and hereby irrevocably assigns, transfers and sets over to the Bank) all right, title and interest of the County in and to any Net Proceeds payable as to any such loss of title, condemnation or taking during the term of this Contract.

(b) In the event of any such loss of title, condemnation or taking, the County shall deliver the Net Proceeds from the condemnation proceeding to the Bank, and, within 90 days after the Takings Date for such proceeding, elect either or both of the following two options by giving notice of such election to the Bank, and the Bank shall disburse the Net Proceeds in accordance with the option so elected:

(i) Option A – Restoration. The County may elect to have the Net Proceeds as to such loss of title, condemnation or taking used to restore the applicable portion of the Property as to which there has been a loss of title, condemnation or taking to substantially its condition prior to such loss of title, condemnation or taking. So long as no Event of Default has occurred and is continuing under this Contract, the Bank, upon receipt of a request made by the County, shall apply so much as may be necessary of such Net Proceeds to payment of the cost of such restoration, either on completion thereof or as the work progresses. If such Net Proceeds are not sufficient to pay in full the cost of such restoration, the County shall, subject to Section 5.12, pay so much of the cost thereof as may be in excess of such Net Proceeds. The County shall not, by reason of the payment of such excess cost, be entitled to any (A) reimbursement from the Bank, or (B) abatement or diminution of the Installment Payments.

(ii) Option B – Prepayment of Installment Payments. The County may elect to have the Net Proceeds payable as to any such loss of title, condemnation or taking, together with other monies provided by the County, applied to the prepayment of the Installment Payments in accordance with Section 3.5. Notwithstanding anything to the contrary, in the event that the County elects to make partial prepayment pursuant to this Option B, the County shall first provide to the Bank a certificate signed by the Manager to the effect that such loss of title, condemnation or taking has not impaired the County's use of the Property for its intended purpose.

(c) The Bank shall, at the expense of the County, cooperate fully with the County in the contest of any prospective or pending condemnation proceedings or in any contest over title with respect to the Property or any part thereof and shall, to the extent it may lawfully do so, permit the County to litigate, at the expense of the County, in any such proceeding in the name and on behalf of the Bank. In no event shall the Bank voluntarily settle, or consent to the settlement of, any prospective or pending condemnation proceedings, or proceedings as to title, with respect to the Property or any part thereof without the consent of the County.

#### SECTION 9. WARRANTIES AND REPRESENTATIONS OF THE COUNTY

The County warrants and represents to the Bank (all such representations and warranties being continuing) as follows:

(a) The County is a body politic and corporate duly created and existing under the laws of the State of North Carolina as a political subdivision of the State of North Carolina, and has all powers necessary to enter into the transactions contemplated by this Contract and to carry out its obligations hereunder;

(b) This Contract and all other documents relating hereto, have been duly and validly authorized, approved, executed and delivered by the County, and the performance by the County of its obligations under such documents has been approved and authorized under all laws, regulations and procedures applicable to the County, including, but not limited to, compliance with all applicable public meeting and bidding requirements, and the transactions contemplated by this Contract and all other documents relating hereto constitute a public purpose for which public funds may be expended pursuant to the Constitution and laws of the State of North Carolina, and, assuming due authorization, execution and delivery hereof by the Bank, constitute valid, legal and binding obligations of the County, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by general principles of equity or by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and as those other laws may be further limited by the provisions of Section 160A-20 of the General Statutes of North Carolina, as amended;

(c) No approval or consent is required from any governmental authority with respect to the entering into or performance by the County of this Contract and the transactions contemplated hereby, or, if any such approval is required, it has been duly obtained, including any applicable approval of the LGC as evidenced by the Secretary's certificate hereon;

(d) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best of the County's knowledge, threatened, against or affecting the County challenging the validity or enforceability of this Contract or any other documents relating hereto, or the performance of the County's obligations hereunder, and compliance with the provisions hereof, under the circumstances contemplated hereby, does not and will not in any material respect conflict with, constitute on the part of the County a breach of or default under, or result in the creation of a lien or other encumbrance on any property of the County (except as contemplated herein) pursuant to any agreement or other instrument to which the County is a party, or any existing law, regulation, court order or consent decree to which the County is subject;

(e) There are no liens or encumbrances on the Property other than the Deed of Trust or any encumbrances permitted by Section 5.3;

(f) A resolution relating to the performance by the County of this Contract and the transactions contemplated hereby has been duly adopted, is in full force and effect, and has not been in any respect amended, modified, revoked or rescinded;

(g) The Project is essential to properly, efficiently and economically undertake the County's obligation to provide public health services as required by law, and the delivery of its service and the Project will provide an essential governmental use and will be in furtherance of public functions that the County is authorized and obligated by law to perform; and

(h) The security interest granted by the County to the Bank in the Property shall have been duly perfected and shall constitute a first lien security interest in the Property subject to any encumbrances permitted by Section 5.3.

## SECTION 10. INDEMNIFICATION

To the extent permitted by applicable law, the County hereby agrees to indemnify, protect and save the Bank, the Escrow Agent and the LGC and the members and employees of each of the foregoing harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including attorneys fees, arising out of, connected with, or resulting directly or indirectly from the Project, including without limitation, the possession, condition or use thereof. The indemnification arising under this section shall continue in full force and effect notwithstanding the payment in full of all obligations under this Contract.

## SECTION 11. DISCLAIMER OF WARRANTIES

11.1. No Representations by the Bank. The County acknowledges that it has inspected the Project and found the Project to be satisfactory and acknowledges and agrees that it has selected the Project based upon its own judgment and disclaims any reliance upon any statements or representations made by the Bank with respect thereto.

11.2. Disclaimer By the Bank. THE BANK MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROJECT OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE PROJECT.

## SECTION 12. DEFAULT AND REMEDIES

12.1. Definition of Event of Default. The County shall be deemed to be in default hereunder upon the happening of any of the following events of default (each, an "Event of Default"):

(a) The County shall fail to make any Installment Payment or fail to pay any other sum hereunder when due, in either case, within ten (10) days after receipt of written notice of such failure; or

(b) The County shall fail to perform or observe any term, condition or covenant of this Contract not constituting a direct financial obligation of the County within ten (10) days after receipt of written notice of such failure or shall breach any warranty by the County herein or therein contained; or

(c) Proceedings under any bankruptcy, insolvency, reorganization or similar litigation shall be instituted by or against the County, or a receiver, custodian or similar officer shall be appointed for the County or any of its property, and such proceedings or appointments shall not be vacated or fully stayed after the institution or occurrence thereof; or

(d) Any warranty, representation or statement made by the County herein or in any other document executed or delivered in connection herewith is found to be incorrect or misleading in any material respect on the date made; or

(e) An attachment, levy or execution of a security interest or lien, except for the lien and security interest of the Bank or any encumbrances permitted by Section 5.3, is levied upon or with respect to the Project.

12.2. Remedies on Default. Subject to Section 14 hereof entitled "Limited Obligation of the County," upon the occurrence of any Event of Default, the Bank may exercise any one or more of the following remedies as the Bank in its sole discretion shall elect:

(a) Declare the entire principal amount of the Installment Payments and all accrued interest and other charges immediately due and payable without notice or demand to the County;

(b) Proceed by appropriate court action to enforce performance by the County of the applicable covenants of this Contract or to recover for the breach thereof;

(c) Exercise all the rights and remedies of a secured party or creditor under the Uniform Commercial Code of the State of North Carolina and the general laws of the State of North Carolina with respect to the enforcement of the security interest granted or reserved hereunder, including, without limitation, to the extent permitted by law, take possession of any

collateral without any court order or other process of law and without liability for entering the Property and sell, lease, sublease or make other disposition of the same in a commercially reasonable manner for the account of the County, and apply the proceeds of any such sale, lease, sublease or other disposition, after deducting all costs and expenses, including court costs and attorneys' fees, incurred with the recovery, repair, storage and other sale, lease, sublease or other disposition costs, toward the balance due under this Contract and, thereafter, shall pay any remaining proceeds to the County;

- (d) Take possession of any proceeds of the Property, including Net Proceeds; or
- (e) Pursue any other remedy available at law or equity to the Bank.

12.3. Further Remedies. All remedies of the Bank are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. The County agrees to pay to the Bank all court costs and reasonable attorney fees incurred by Bank in enforcing the Bank's rights and remedies under this Contract.

### SECTION 13. ASSIGNMENT

13.1. Assignment by the County. The County agrees not to sell, assign, lease, sublease, pledge or otherwise encumber or suffer a lien or encumbrance upon or against any interest in this Contract or the Property (except for the lien and security interest of the Bank or as permitted by Section 5.3) without the Bank's prior written consent.

13.2. Assignment by the Bank. (a) The Bank may, at any time and from time to time, assign all or any part of its interest in the Project or this Contract, including, without limitation, Bank's rights to receive Installment Payments payable to Bank hereunder or thereunder, in accordance with this Section 13.2. Any assignment made by the Bank or any subsequent assignee shall not purport to convey any greater interest or rights than those held by the Bank pursuant to this Contract. The Bank or its assignees may assign or reassign all or any part of this Contract, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in this Contract, or making this Contract part of a pool of obligations without the consent of the LGC, so long as such assignment or reassignment is to (i) a bank, insurance company or similar institution or any other entity approved by the LGC; or (ii) a trustee for the purpose of issuing certificates of participation or other forms of certificates evidencing an undivided interest in the Contract, provided such certificates are sold only to a bank, insurance company or similar financial institution or other entity approved by the LGC. Notwithstanding the foregoing, unless to an affiliate controlling, controlled by or under common control with Bank, no assignment or reassignment of the Bank's interest in the Contract shall be effective unless and until the County shall receive notice of such assignment or reassignment disclosing the name and address of each such assignee.

(b) The County further agrees that the Bank's interest in this Contract may be assigned in whole or in part (subject to the limitations on assignment contained in Section 13.2(a)) upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for any holders of certificates of participation in this Contract, provided the County

receives notice of such assignment and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Contract a written record of each assignment and reassignment of such certificates of participation.

(c) The County agrees to execute any document reasonably required in connection with any assignment. Any assignor must provide notice of any assignment to the County and the LGC, and the County shall keep a complete and accurate record of all assignments as required by the Code. After the giving of any such notice, the County shall thereafter make all payments in accordance with the notice to the assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgment shall in no way be deemed necessary to make the assignment effective.

(d) The Bank represents and warrants that it is familiar with federal and North Carolina legislation, rules and regulations as to limitations upon the public distribution of securities that have not been registered under the Securities Act of 1933, as amended, and that it is making the Advance for its own account and has no present intention of making any sale or other distribution of this Contract in violation of such legislation, rules or regulations. The Bank represents that it is familiar with the operations and financial condition of the County, based upon information furnished to the Bank by the County, and has made such inquiries as it deems appropriate in connection with the Advance.

#### SECTION 14. LIMITED OBLIGATION OF THE COUNTY

NO PROVISION OF THIS CONTRACT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS CONTRACT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A DELEGATION OF GOVERNMENTAL POWERS NOR AS A DONATION BY OR A LENDING OF THE CREDIT OF THE COUNTY WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF NORTH CAROLINA. THIS CONTRACT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE COUNTY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE COUNTY FOR ANY FISCAL YEAR IN WHICH THIS CONTRACT IS IN EFFECT; PROVIDED, HOWEVER, ANY FAILURE OR REFUSAL BY THE COUNTY TO APPROPRIATE FUNDS, WHICH RESULTS IN THE FAILURE BY THE COUNTY TO MAKE ANY PAYMENT COMING DUE HEREUNDER WILL IN NO WAY OBLVIATE THE OCCURRENCE OF THE EVENT OF DEFAULT RESULTING FROM SUCH NONPAYMENT. NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST THE COUNTY IN ANY ACTION FOR BREACH OF A CONTRACTUAL OBLIGATION UNDER THIS CONTRACT, AND THE TAXING POWER OF THE COUNTY IS NOT AND MAY NOT BE PLEDGED DIRECTLY OR INDIRECTLY OR CONTINGENTLY TO SECURE ANY MONEYS DUE UNDER THIS CONTRACT.

No provision of this Contract shall be construed to pledge or to create a lien on any class or source of the County's moneys other than monies in the Escrow Fund created pursuant to the Escrow Deposit Agreement. To the extent of any conflict between this Section and any other provision of this Contract, this Section shall take priority.

## SECTION 15. TAX-EXEMPT INTEREST

15.1. Intent of Parties. It is the intention of the parties hereto that the interest portion of the Installment Payments paid by the County to the Bank under this Contract shall be tax-exempt under Section 103 of the United States Internal Revenue Code.

15.2. Determination or Event of Taxability. If at any time there is a Determination of Taxability or Event of Taxability, as such terms are hereinafter defined, the principal portion of the indebtedness of the County to the Bank which is represented by the Installment Payments shall, from and after the Date of Taxability, as hereinafter defined, bear interest at the Prime Rate, as the Prime Rate fluctuates from time to time, plus one percent (1%) per annum (the "Alternative Rate of Interest") payable from the Date of Taxability to such time. In such event, the County also shall be required to pay to the Bank all amounts, if any, which may be necessary to reimburse the Bank for any interest, penalties or other charges assessed by the Internal Revenue Service and the Department of Revenue of the State of North Carolina against the Bank by reason of the Bank's failure to include the interest portion of the Installment Payments (hereinafter called "Interest") in its gross income for income tax purposes. Installment Payment amounts under this Contract shall be increased as a result of the increased interest rate and additional interest as a result of said rate increase on all previous payments shall be paid to the Bank upon demand therefor. The County shall pay to the Bank the Interest calculated at the above-mentioned Alternative Rate of Interest notwithstanding any transfer by the Bank or payment or prepayment by the County prior to the date such Determination of Taxability was made.

An Event of Taxability shall mean any event, occurrence or situation, resulting from an action, or failure to act, by the County, the effect of which is to cause the interest portion of the Installment Payments to be includible in the gross income of the Bank for federal income tax purposes. A Determination of Taxability shall mean a determination that the Interest is included in gross income of the Bank for federal income tax purposes, which determination shall be deemed to have been made upon the occurrence of the first to occur of the following: (a) the date on which the Bank is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that, as a consequence of an action, or failure to act, by the County, the Interest is included in the gross income of the Bank for federal income tax purposes; (b) the date on which the County receives notice from the Bank that the Bank has been advised (i) in writing that the Internal Revenue Service has issued a statutory notice of deficiency or similar notice to the Bank which asserts, in effect, that Interest received by the Bank is included in the gross income of the Bank for federal income tax purposes, as a result of an action, or failure to act, by the County, or (ii) by an opinion of counsel received by the Bank which concludes, in effect, that Interest is included in the gross income of the Bank for federal income tax purposes as a result of an action, or failure to act, by the County; (c) the day on which the County is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that there has been issued a public or private ruling of the Internal Revenue Service that the Interest is included in the gross income of the Bank for federal income tax purposes as a result of an action, or failure to act, by the County; or (d) the day on which the County is advised in writing by counsel to the Bank that a final determination, from which no further right of appeal exists, has been made by a court of competent jurisdiction in the United States of America in a proceeding with respect to which the County has been given written

notice and an opportunity to participate and defend that the Interest is included in the gross income of the Bank for federal income tax purposes, as a result of an action, or failure to act, by the County.

The Date of Taxability shall mean the first date upon which Interest is included in the gross income of the Bank for federal income tax purposes as a result of an Event of Taxability or a Determination of Taxability.

15.3. Duty to Notify the Bank. The County agrees to give prompt written notice to the Bank upon the County's receipt of any oral or written notice or information from any source whatsoever to the effect that an Event of Taxability or a Determination of Taxability has occurred.

#### SECTION 16. MISCELLANEOUS

16.1. Waiver. No covenant or condition of this Contract can be waived except by the written consent of the Bank. Any failure of the Bank to require strict performance by the County or any waiver by the Bank of any terms, covenants or conditions herein shall not be construed as a waiver of any other breach of the same or any other term, covenant or condition herein.

16.2. Severability. In the event any portion of this Contract shall be determined to be invalid under any applicable law, such provision shall be deemed void and the remainder of this Contract shall continue in full force and effect.

16.3. Governing Law. This Contract shall be construed, interpreted and enforced in accordance with the laws of the State of North Carolina.

16.4. Notices. Any and all notices, requests, demands, and other communications given under or in connection with this Contract shall be effective only if in writing and either personally delivered or mailed by certified United States mail, postage prepaid, return receipt requested, addressed to the address of the recipient as described below, and shall be deemed to be received on the third day after the day it was deposited in the United States mail or on the day it was actually received, whichever is earlier.

County: County of Cumberland  
117 Dick Street, Room No. 451  
Fayetteville, North Carolina 28301  
Attn: County Manager

Bank's Address: RBC Bank (USA)  
3201 Beechleaf Court, 7<sup>th</sup> Floor  
Raleigh, North Carolina 27604  
Attn: James M. Hansen

16.5. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Contract.

16.6. Entire Contract. This Contract, together with the Exhibits and attachments hereto, constitutes the entire Contract between the parties and this Contract shall not be modified, amended, altered or changed except by written agreement signed by the parties.

16.7. Binding Effect. Subject to the specific provisions of this Contract, this Contract shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

16.8. Time. Time is of the essence of this Contract and each and all of its provisions.

16.9. Execution in Counterparts. This Contract may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year first above written.

COUNTY OF CUMBERLAND, NORTH  
CAROLINA

By: \_\_\_\_\_  
James E. Martin County Manager

(SEAL)

Attest: \_\_\_\_\_  
Marsha Fogle, Clerk

RBC BANK (USA)

By: \_\_\_\_\_  
James M. Hansen, Bank Officer

Title: \_\_\_\_\_

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Amy H. Cannon, County Finance Director

Approved for legal sufficiency:

\_\_\_\_\_  
Grainger Barrett, County Attorney

Local Government Commission  
Signature page for Installment Financing Contract in the  
amount of \$30,000,000 by and between RBC Bank (USA) and  
County of Cumberland, North Carolina dated June \_\_, 2008

This Contract has been approved under the provisions of Article 8, Chapter 159 of the General Statutes of North Carolina.

By: \_\_\_\_\_  
T. Vance Holloman, Secretary  
Local Government Commission

## EXHIBIT A

### PROJECT DESCRIPTION

Project means the construction of a new public health center located at 1225 Ramsey Street, Fayetteville 28301-4401 – (Pin 0438-51-2393) and (ii) improvements to the (a) animal control center located at 4704 Corporation Drive, Fayetteville 28306-8104 – (PIN 0433-29-7323) (the “Animal Control Project”), (b) the mental health facility located at 226 Bradford Ave, Fayetteville 28301-5404, (PIN 0437-24-0273) (the “Mental Health Project”) and (c) the central maintenance building located at 426 Mayview Street, Fayetteville 28306-1748 – (PIN 0436-17-8223) (the “Central Maintenance Project”), as more fully described in Exhibit A.

Property, whether singular or plural, means that certain parcel or those certain parcels of land on which the Animal Control Project, the Mental Health Project and the Central Maintenance Project are located, together with all fixtures, improvements and appurtenances thereon now or hereafter existing, as described in the Deed of Trust.

EXHIBIT B

PAYMENT SCHEDULE

Installment Financing Contract Date: June \_\_, 2008

County: County of Cumberland, North Carolina

Loan Amount: \$30,000,000

Interest Rate/Payment Terms (Mark One)

Fixed Rate is 4.42%

The interest rate is 4.42% per annum fixed. Interest is calculated and imposed on the unpaid balance of the Loan Amount based on the payment schedule described herein. The Loan Amount plus interest shall be repaid by County to Bank in twenty (20) equal consecutive annual installments of principal plus interest as shown on Exhibit B-1, commencing on June \_\_, 2009. All remaining principal and accrued but unpaid interest shall be due and payable on June \_\_, 2028.

COUNTY OF CUMBERLAND, NORTH  
CAROLINA

By: \_\_\_\_\_  
Amy H. Cannon, Finance Director

Date: \_\_\_\_\_

EXHIBIT C

INCUMBENCY AND AUTHORIZATION CERTIFICATE

In connection with the execution and delivery by the County of Cumberland, North Carolina (the "County") of an Installment Financing Contract dated June \_\_, 2008 (the "Contract") with RBC Bank (USA), I, Marsha Fogle, do hereby certify that I am the duly appointed Clerk to the Board of Commissioners of the County of Cumberland, North Carolina, a body politic of and existing under the laws of the State of North Carolina, and that I have custody of the official minutes and other pertinent records of that body.

I further certify that:

(1) As of the date of this certificate, the persons named below are duly elected, qualified and acting incumbents of their respective offices of the County and as such are familiar with its books and corporate records.

(2) The County was duly established in the year 1754. At all times since its establishment the County has continually exercised the powers given to counties by the Constitution and laws of North Carolina.

(3) The persons named below were authorized by a resolution of the Board of Commissioners of the County passed in a regular meeting held on May 19, 2008, to execute and deliver on behalf of the County the Contract to evidence the obligation of the County in connection with the construction of the Project (as defined in the Contract), together with all other documents and instruments required and contemplated by the Contract, and to carry out the terms of all of the foregoing, all under and pursuant to the provisions of Section 160A-20 of the General Statutes of North Carolina, as amended. Such resolution was adopted at a meeting duly called and held on such date, at which meeting a quorum was present and acting throughout. Such resolution has not been amended, rescinded, terminated or otherwise revoked and is in full force and effect.

(4) The persons named below were on the date or dates of the execution of the Contract and the Deed of Trust and are on the date hereof the duly elected and qualified incumbents of the offices of the County appearing at the right of their respective names and the signatures appearing at the right of their respective names are their genuine signatures:

(5) The signatures set opposite the names and positions of the persons named below are such persons' true and authentic signatures.

<u>Name</u>	<u>Position</u>	<u>Signature</u>
James E. Martin	County Manager	_____
Amy H. Cannon	Finance Director	_____

(6) The seal of the County is the same seal of which an impression appears below and on the Contract.

IN WITNESS WHEREOF, I have duly executed this certificate and have affixed to it the seal of the County of Cumberland, North Carolina on this \_\_\_\_ day of June, 2008.

---

Marsha Fogle, Clerk

[SEAL]

EXHIBIT D

[TO BE PLACED ON COUNSEL'S LETTERHEAD]

OPINION OF COUNSEL OF COUNTY

---

[Date]

RBC Bank (USA)  
3201 Beechleaf Court, 7<sup>th</sup> Floor  
Raleigh, North Carolina 27604

Re: Installment Financing Contract between the County of Cumberland, North Carolina (the "County") and RBC Bank (USA) (the "Bank")

I am acting as counsel to the County in connection with the authorization and delivery of the above-referenced Installment Financing Contract (the "Contract"). The County is entering the Contract to finance the construction of a public health center located at 1225 Ramsey Street, Fayetteville 28301-4401 – (Pin 0438-51-2393) (the "Project"). The Contract is being entered into by the County pursuant to the provisions of Section 160A-20 of the General Statutes of North Carolina, as amended (the "Act"). This opinion is being rendered to the Bank in support of the obligation of the County of Cumberland, North Carolina under the Contract and the documents related thereto.

In connection with preparing this opinion, I have reviewed (a) the Constitution and laws of the State of North Carolina (the "State"), (b) certain proceedings taken by the governing body of the County, including a resolution adopted on May 5, 2008 authorizing the filing of an application for approval of the Contract by the North Carolina Local Government Commission (the "LGC") and a resolution adopted on May 19, 2008 approving the Agreements (as defined below) (collectively, the "Resolutions"), (c) the form of the Contract, the Deed of Trust and Security Agreement dated June \_\_, 2008, the Escrow Deposit Agreement dated June \_\_, 2008, and all other documents related thereto (collectively, the "Agreements"), and (d) such other information and documents as I have deemed appropriate.

Based upon the foregoing, I am of the opinion, as of the date hereof and under existing law, that:

1. The County is a body politic and corporate, and a subdivision of the State of North Carolina, duly existing under the Constitution and laws of the State. The County has all necessary power and authority to (a) undertake the Project, (b) adopt the Resolutions, and (c) enter into and perform its obligations under the Agreements.
2. Each of the Resolutions was duly adopted.
3. Each of the Agreements has been duly authorized, executed and delivered by the County. Assuming the due authorization, execution and delivery of any Agreement by the Bank, if required by the terms thereof, each such Agreement constitutes a legal, valid and binding agreement of the County enforceable against the County in accordance with its terms. Such

obligation does not constitute a pledge of the faith and credit of the State of North Carolina or of any county, city or other political subdivision of the State, including the County. The rights and enforceability of the obligations of the County under the Contract may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium or other laws affecting the rights of creditors generally and (b) principles of equity, whether considered at law or in equity.

4. The Project serves a public purpose for which public funds may be expended pursuant to the Constitution and laws of the State.

5. All necessary public hearings relating to the Resolutions and the execution, delivery and performance of the Agreements by the County have been duly conducted as required by applicable law.

6. To the best of my knowledge, all permits, consents, approvals or authorizations of all governmental entities and regulatory bodies, and all filings and notices required on the County's part to have been obtained or completed in connection with the authorization, execution and delivery of the Agreements, the consummation of the transactions contemplated thereby and the acquisition of the Project, including all necessary approvals from the LGC have been obtained pursuant to the Act and Chapter 159, Article 8 of the North Carolina General Statutes, have been obtained and are in full effect, and I know of no reason why any future required permits, consents, approvals, authorizations or orders cannot be obtained as needed.

7. There is no litigation or any governmental administrative proceeding to which the County (or any official thereof in an official capacity) is a party that is pending or, to the best of my knowledge after reasonable investigation, threatened with respect to (a) the County's organization or existence, (b) its authority to execute and deliver the Agreements or adopt the Resolutions or to comply with the terms thereof, (c) the validity or enforceability or any of the Agreements or the transactions contemplated thereby, (d) the title of the County officers who executed the Agreements, (e) any authority or proceedings relating to the County's adoption of the Resolutions or its execution or delivery of any of the Agreements, or (f) the undertaking of the transactions contemplated by the Agreements and the Resolutions.

The opinions expressed above are subject to the following qualifications and limitations:

(a) The enforceability of the Contract will be subject to bankruptcy, insolvency and other laws affecting creditors' rights generally. To the extent that remedies under the Contract require enforcement by a court of equity, the enforceability thereof may be limited by such principles of equity as the court having jurisdiction may impose.

(b) Pursuant to the Act, no deficiency judgment may be rendered against the County in the event of a breach by the County of its obligations under the Contract, including its obligation to pay the Installment Payments under the Contract, and the taxing power of the County is not pledged, and may not be pledged, to pay any obligation of the County under the Contract.

(c) Under North Carolina law, the recovery of attorneys' fees is limited by and subject to the procedures and limitations set forth in Section 6-21.2 of the General Statutes of North Carolina, as amended.

(d) I have assumed for purposes of all of my opinions contained herein that the Bank will exercise its rights under the Contract in good faith and in a commercially reasonable manner.

This opinion is for the sole benefit of the Bank and any assignee of the Contract and may not be relied upon by any other person without my prior written consent.

Very truly yours,

EXHIBIT E

CONTINUOUS INSURANCE COVERAGE DECLARATION

Installment Financing Contract Dated: June \_\_, 2008

County: County of Cumberland  
117 Dick Street, Room No. 451  
Fayetteville, North Carolina 28301  
Attn: County Manager

Bank: RBC Bank (USA)  
3201 Beechleaf Court, 7<sup>th</sup> Floor  
Raleigh, NC 27604

Insurance Co: \_\_\_\_\_  
Policy #: \_\_\_\_\_  
Agency: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

Whereas, the County has entered into an Installment Financing Contract with RBC Bank (USA) (the "Contract") to finance the construction of improvements to real property ("Project") and insurance coverage is required by the Bank to protect the security interest in the Property (as defined in the Contract), the County agrees to maintain insurance coverage on the Property with the above designated company or another company of its selection during the term of financing. In lieu of policies of insurance written by commercial insurance companies meeting the requirements of the Contract, the County may maintain a program of self-insurance or participate in group risk financing programs, risk pools, risk retention groups, purchasing groups and captive insurance companies, and in state or federal insurance programs.

If coverage is not renewed or never acquired, and a loss occurs while the collateral is uninsured, the County agrees to indemnify the Bank. The indemnification can be accomplished by the mutual agreement of the parties as follows:

\* The principal balance and accrued interest may be paid in full in satisfaction of the obligation as provided in Section 3.5 of the Contract.

\* The Property is repaired to its original condition or replaced with equal value property, at the expense of the County.

\* A replacement or substitution of collateral satisfactory to the Bank is acquired by the County, at the County's expense.

The County pledges to notify the Bank of a loss in whole or in part within ten (10) days of any loss and agrees to cooperate with the Bank in obtaining insurance proceeds or through indemnification for any losses. The County further certifies that the County takes full responsibility of notifying the insurance agency/company and maintaining continuous coverage on the collateral.

COUNTY OF CUMBERLAND, NORTH  
CAROLINA

By: \_\_\_\_\_  
James E. Martin, County Manager

Date: \_\_\_\_\_

Drawn By and Return To:

Hunton & Williams LLP (MNKR)  
Post Office Box 109  
Raleigh, North Carolina 27602

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

**DEED OF TRUST AND SECURITY AGREEMENT  
(FUTURE ADVANCES)**

**Pursuant to N.C. Gen. Stat. Section 160A-20**

**(COLLATERAL IS OR INCLUDES FIXTURES)**

THIS DEED OF TRUST AND SECURITY AGREEMENT (the "Deed of Trust") is made and entered into as of this \_\_\_\_ day of June, 2008, by and between the County of Cumberland, North Carolina, a body politic and corporate created under the laws of, and a subdivision of, the State of North Carolina, whose address is 117 Dick Street, Room No. 451, Fayetteville, North Carolina 28301 (hereinafter called the "Grantor"), and CB Services Corp., as Trustee (hereinafter called the "Trustee"), and RBC Bank (USA), a North Carolina banking corporation, whose address is 3201 Beechleaf Court, 7<sup>th</sup> Floor, Raleigh, North Carolina 27604 (hereinafter called the "Beneficiary");

WITNESSETH:

WHEREAS, in accordance with the provisions of N.C. Gen. Stat. Section 160A-20, the Beneficiary has agreed pursuant to an Installment Financing Contract by and between the Beneficiary and the Grantor, dated of even date (hereinafter called the "Contract"), to lend to or for the benefit of the Grantor up to the principal sum of \$30,000,000;

AND WHEREAS, all principal sums to be advanced to or for the benefit of the Grantor and secured by this Deed of Trust shall be evidenced by the Contract, which Contract may

contain provisions for the adjustment of the interest rate, adjustments in the payments, extension or renewal of the term, among other things, the terms of which are incorporated herein by reference and the final payment date for which if not sooner paid and if payment thereof is not extended, is June \_\_, 2028;

AND WHEREAS, the Grantor is thereby, or shall hereafter become, indebted to the Beneficiary in an amount equal to the sum of all outstanding advances made under the Contract, as provided therein together with and payable with interest as, and at the rate or rates, specified in the Contract;

AND WHEREAS, the Grantor desires to secure the payment of the obligations under the Contract with interest and any extensions, renewals, modifications or amendments thereof, or substitutions or replacements therefore, in whole or in part, the payment of all other sums, with interest thereon, advanced in accordance with the Contract, or herewith, to protect the security of this Deed of Trust, or advanced to protect the rights of the Beneficiary hereunder or under the Contract, and to secure the performance of the covenants and agreements of the Grantor contained herein, by a conveyance of the lands and a grant of the security interests hereinafter described;

AND WHEREAS, all obligations of the Grantor hereunder are expressly made subject to the limitation of liability set forth in Section 13 of this Deed of Trust and Section 14 of the Contract;

NOW, THEREFORE, in consideration of the premises and in further consideration of the sum of One Dollar (\$1) paid to the Grantor by the Trustee, the receipt and sufficiency of which is hereby acknowledged, the Grantor has given, granted, bargained, and sold, and by these presents does give, grant, bargain, sell and convey unto the Trustee, its successors and assigns, the following described parcels of land and all improvements now or hereafter located thereon, lying and being in the County of Cumberland, State of North Carolina, and more particularly described as follows:

**SEE EXHIBIT A ATTACHED HERETO AND BY THIS  
REFERENCE INCORPORATED HEREIN**

Such parcels of land together with all structures, buildings and other improvements (hereinafter called the "Improvements"), now or hereafter located thereon being hereinafter called the "Property."

TOGETHER WITH all fixtures, equipment and other articles of personal property acquired by the Grantor with funds advanced by the Beneficiary pursuant to the Contract, whether now owned or hereafter acquired, all personal property obtained in substitution or replacement therefore, and all personal property obtained in substitution or replacement for any portion thereof, and all proceeds of the foregoing (hereinafter called the "Collateral").

TO HAVE AND TO HOLD the Property and Collateral, with all the rights, privileges, and appurtenances thereunto belonging or appertaining to the Trustee, its heirs, successors and assigns, in fee simple forever, upon the trusts and for the uses and purposes hereinafter set out;

And the Grantor covenants with the Trustee that it is seized of the Property and Collateral in fee and has the right to convey the same in fee simple; that title is marketable and free and clear of all encumbrances except for the permitted encumbrances shown on **Exhibit B** and such other encumbrances as may be approved by the Beneficiary in writing as provided in the Contract; and that it will warrant and defend the title to the Property and Collateral against the lawful claims of all persons whomsoever.

THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST, that if the Grantor shall pay all obligations under the Contract in accordance with its terms, together with interest thereon, and any renewals, extensions, modifications, amendments, substitutions or replacements thereof in whole or in part, shall pay all sums advanced under the Contract or hereunder to protect the security of this Deed of Trust or the rights of the Beneficiary, together with interest thereon, and shall comply with all the covenants, terms and conditions of the Contract, this Deed of Trust and all other documents and agreements entered into in connection therewith and herewith, then this conveyance shall be null and void and may be canceled of record at the request and at the cost of the Grantor.

This Deed of Trust secures an obligation incurred for the construction of an improvement on the real property covered hereby and as such constitutes a "construction mortgage" under Section 25-9-334 of the General Statutes of North Carolina.

**Section 1. EVENTS OF DEFAULT.** The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder:

- (a) The Grantor's failure to pay when due the installment payments of principal and interest as provided in the Contract or any other sum due under this Deed of Trust or the Contract;
- (b) The Grantor's breach of any of the terms, conditions or covenants contained in this Deed of Trust;
- (c) The actual or threatened demolition, injury or waste to the Property or Collateral which may impair its value;
- (d) The appointment of a receiver for, or the filing of a petition of bankruptcy by or against, the Grantor;
- (e) The Grantor's default under the terms of any instrument to which this Deed of Trust is subordinate or which is subordinate to this Deed of Trust;
- (f) Default by the Grantor in keeping, performing or observing any term, covenant, agreement or condition of the Contract, upon which the advances hereby secured was predicated, or default by the Grantor under any other agreement executed concurrently with the execution and delivery of the Contract and this Deed of Trust, including, without limitation, any agreement containing provisions relating to the rights of the Grantor to receive future advances or disbursements from the Beneficiary, the repayment of which is intended to be secured by this Deed of Trust; and

(g) False statement, misrepresentation or withholding facts by the Grantor in any loan application or other instrument provided by the Grantor to Beneficiary or its agents as to any matter relied upon by Beneficiary in evaluating whether to extend financing to the Grantor; and

(h) If (1) any lien, charge or encumbrance other than the permitted encumbrances as provided in the Contract which is prior to or has priority over this Deed of Trust is found to exist, (2) proceedings are instituted or actions taken to enforce any lien, charge or encumbrance against the Property, or (3) all or any part of the Property or any interest or estate therein is sold, transferred or conveyed without the prior written consent of Beneficiary.

**Section 2. REMEDIES UPON DEFAULT.** Upon the occurrence of an Event of Default, the Beneficiary and Trustee shall have the following rights and remedies:

(a) The Beneficiary shall have the right, at its option, to declare all amounts payable under the Contract to be immediately due and payable, whereupon the same shall become immediately due and payable, regardless of the maturity date thereof.

(b) On the application of the Beneficiary, if the Beneficiary shall have declared the outstanding principal balance under the Contract to be immediately due and payable, the Beneficiary may foreclose the lien of this Deed of Trust pursuant to the power of sale hereby granted or by judicial proceeding. The Trustee is hereby granted a power of sale and may sell the Property or such part or parts thereof or interest therein as the Beneficiary may select after first having given such notice of hearing as to commencement of foreclosure proceedings and obtained such findings or leave of court as then may be required by law and then having given such notice and advertised the time and place of such sale in such manner as then may be provided by law, and upon such sale and any resale and upon compliance with the law then relating to foreclosure proceedings, to convey title to the purchaser.

Upon such sale(s), the Trustee shall convey title to the purchaser in fee simple. The Beneficiary shall have the right to bid at any sale thereunder. The Trustee may require the successful bidder at any sale to deposit immediately with the Trustee cash or certified check in an amount not to exceed twenty-five percent (25%) of the bid, provided notice of such requirement is contained in the advertisement of the sale. The Trustee may reject the bid if the deposit is not immediately made, and thereupon the Trustee may declare the next highest bidder to be the Purchaser. Such deposit shall be refunded in case a resale is had; otherwise, it shall be applied to the purchase price. If Collateral is sold hereunder, it need not be at the place of sale. The published notice of public sale, however, shall state the time and place where the Collateral may be inspected prior to sale.

In the event a proceeding to exercise the power of sale contained herein is begun but not completed, the Grantor shall pay all expenses incurred by the Trustee and a partial commission computed as follows: one-fourth of the hereinafter-specified commission prior to the Trustee's issuance of a notice of hearing on the right to foreclose and one-half of the hereinafter-specified commission after the issuance of such notice and prior to sale. Such expenses and partial commission may be paid by the Beneficiary on behalf of the Grantor but, in any event, shall be secured by this Deed of Trust.

The foregoing shall in no way be construed to limit the powers of sale or restrict the discretion the Trustee may have under the provisions of Article 2A of Chapter 45 of the General Statutes of North Carolina, as the same may be from time to time amended, or such other laws as the Beneficiary or Trustee may be proceeding under, including the laws relating to judicial foreclosure if such is determined to be either the necessary or appropriate process to follow in foreclosing on the lien of this Deed of Trust. Except as provided in Section 13 herein, each legal, equitable or contractual right, power or remedy of the Beneficiary or Trustee now or hereafter provided herein or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power and remedy. The exercise or beginning of the exercise of any one or more of such rights, powers and remedies shall not preclude the simultaneous or later exercise of any or all such other rights, powers and remedies and without limiting the foregoing, the Trustee may sell the Property and Collateral separately or together, as a whole or in parts or parcels, at one or more sales conducted at different times and places.

(c) The Beneficiary shall have the right to collect rents, issues, profits and revenues according to the terms of Section 7 hereof.

(d) The Grantor and the Beneficiary have contemporaneously entered into the Contract and upon the occurrence of an Event of Default thereunder, the Beneficiary shall be entitled to exercise such rights and remedies as are contained in such Contract. The Beneficiary shall have the right to the appointment of a receiver to collect the rents and profits from the Property and Collateral without consideration of the value thereof or the solvency of any person liable for the payment of the amounts then owing. The Beneficiary at its option, in lieu of an appointment of a receiver, shall have the right to do all those things the receiver could have done. If such receiver should be appointed, or if there should be a sale of the Property and Collateral by foreclosure, as provided above, the Grantor or any person in possession of the Property and Collateral, as tenant or otherwise, shall become a tenant at will of the receiver or of the purchaser and may be removed by a writ of ejectment, summary ejectment or other lawful remedy.

(e) The Trustee may proceed against the Collateral as provided in and in accordance with the applicable provisions of the Uniform Commercial Code as adopted by the State of North Carolina. The Beneficiary may require the Grantor to assemble the Collateral, or evidence thereof, and make them reasonably available to the Beneficiary at one or more places to be designated by the Beneficiary which are reasonably convenient to the Beneficiary. The Beneficiary may take possession of the Collateral and hold, prepare for sale, lease or other disposition and sell, lease or otherwise dispose of the Collateral at public or private sale, for cash or on credit, as a whole or in part.

(f) The exercise by the Beneficiary of any right or remedy granted to the Beneficiary or Trustee in law or equity, or by this or any other document shall not be deemed an irrevocable election of remedies thereby precluding the Beneficiary or the Trustee from exercising or pursuing any other right or remedy granted to the Trustee or the Beneficiary under this Deed of Trust, the Contract, or any other document or at law or in equity. All remedies contained herein in the Contract or in any other separate agreement executed contemporaneously with the execution of this Deed of Trust are intended to be cumulative.

**Section 3. APPLICATION OF PROCEEDS.** Proceeds derived from the exercise of either the power of sale or the collection of rents and profits shall be applied to pay, **first**, costs and expenses, including the Trustee's commission in the amount of five percent (5%) in the event of sale, reasonable attorney's fees for legal services actually performed, and reasonable auctioneer's fees if such expenses have been incurred and any other expenses or advances made or incurred in the protection of the rights of the Trustee or in the pursuit of any remedy hereunder; **second**, to taxes and assessments due and unpaid, if the Trustee deems it appropriate to do so; **third**, to the payment of any indebtedness, including principal and interest under the Contract, secured by this Deed of Trust; and **fourth**, the balance, if any, to the person or persons entitled thereto.

**Section 4. PAYMENT OF AMOUNTS DUE UNDER THE CONTRACT.** The Grantor covenants and agrees that it will pay when due the principal and interest under the Contract.

**Section 5. PAYMENT OF TAXES, ASSESSMENTS AND OTHER AMOUNTS; MAINTENANCE OF INSURANCE.**

(a) The Grantor shall pay, when due, all charges for utility services used in connection with the Property and Collateral. The Grantor shall pay, when due, any and all taxes levied by any governmental body as a result of the Grantor's ownership, possession, or use of the Property and Collateral.

(b) The Grantor shall obtain and maintain, at its expense, at all times a policy of insurance covering the Improvements on the Property and the Collateral and providing the insurance protection described in Section 8.1 of the Contract. All such insurance shall be maintained with an insurance company or companies licensed to do business in North Carolina and shall contain a standard mortgagee clause designating the Beneficiary as additional insured as its interest may appear. The Grantor shall deliver to the Beneficiary the policies of insurance or duplicates thereof or other evidence satisfactory to the Beneficiary of such insurance coverage. Each insurer shall agree by endorsement upon the policy or policies issued by it that (i) it will give thirty (30) days prior written notice to the Beneficiary of the cancellation or material modification of such policy; and (ii) the coverage of the Beneficiary shall not be terminated, reduced or affected in any manner regardless of any breach or violation by the Grantor of any warranties, declarations and conditions of such insurance. The Grantor agrees to cooperate fully in all accident insurance investigations, claims and litigation proceedings. The Grantor shall cooperate fully with the Beneficiary in filing any proof of loss with respect to any insurance policy described above. In no event shall the Grantor voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim with respect to the Property or the Collateral without the written consent of the Beneficiary.

**Section 6. MAINTENANCE OF THE PROPERTY.** The Grantor shall use the Property and the Collateral in a careful and proper manner, in compliance with all applicable laws and regulations, and shall take no action to adversely affect the Property or the Collateral, and shall take all reasonable action to preserve the Property and the Collateral in good condition, repair, appearance and working order for the purposes intended, ordinary wear and tear excepted, including, without limitation, at its sole cost and expense, to repair and maintain the Property and

the Collateral, and to replace any part of the Property and the Collateral as may from time to time become worn out, lost, stolen, destroyed or damaged or unfit for use. Any and all additions to or replacements of the Property and the Collateral and all parts thereof shall constitute Improvements and shall be subject to all the terms and conditions of this Contract.

#### **Section 7. ASSIGNMENT OF RENTS, LEASES AND PROFITS.**

(a) As further security for the payment of the obligations under the Contract and for the faithful performance of all the covenants, agreements, terms and provisions of this Deed of Trust, the Grantor hereby sells, transfers and assigns unto the Beneficiary all the Grantor's right, title and interest in and to the rents, issues, profits, revenues, royalties, rights and benefits from the Property. To that end, the Grantor hereby assigns and sets over unto the Beneficiary all leases of all or part of the Property now made, executed or delivered, whether written or verbal, or to be hereafter made, whether written or verbal (hereinafter referred to individually and collectively as "Tenants' Leases"); **PROVIDED THAT NOTHING CONTAINED IN THIS SECTION 7, OR ELSEWHERE IN THIS DEED OF TRUST, SHALL CONSTITUTE CONSENT BY BENEFICIARY TO ANY SUCH TENANTS' LEASES UNLESS OTHERWISE SPECIFICALLY PROVIDED IN THE CONTRACT.** The Grantor hereby authorizes and empowers the Beneficiary to collect these rents, issues, profits, revenues, royalties, rights and benefits as they shall become due and hereby directs each and all of the tenants of the Property to pay such rents, as may now be due or shall hereafter become due, to the Beneficiary, upon demand for payment thereof by the Beneficiary. No such demand shall be made unless and until there has been an Event of Default under the Contract or this Deed of Trust. *Until such demand is made, the Grantor is authorized by the Beneficiary to collect or continue collecting such rents, issues, profits, revenues, royalties, rights and benefits; provided, however, the Grantor shall not collect any rents more than two months in advance without the prior written consent of the Beneficiary.*

(b) The Grantor covenants and agrees: (i) that it will promptly and fully keep, perform and comply with all the terms, provisions, covenants, conditions and agreements imposed upon or assumed by it as landlord (or similar designation) under the Tenants' Leases, and (ii) that it will not do, permit anything to be done, or omit or refrain from doing anything, the doing or omission of which will give any tenant a right to terminate any of the Tenants' Leases.

(c) If the Grantor shall, in any manner, fail in any of the above covenants and agreements, the Beneficiary may (but shall not be obligated to) take any action the Beneficiary deems necessary or desirable to prevent or cure any default by the Grantor in the performance of or compliance with any of the Grantor's covenants or obligations under any of the Tenants' Leases. The Beneficiary shall have the right to enter upon the Property to such extent and as often as the Beneficiary, in its sole discretion, deems necessary or desirable in order to prevent or cure any such default by the Grantor. The Beneficiary may expend such sums of money as the Beneficiary, in its sole discretion, deems necessary for any such purpose. The Grantor hereby agrees to pay to the Beneficiary, immediately upon demand, all sums so expended by the Beneficiary, together with interest thereon from the date of each such payment at the rate provided for in the Contract. All sums so expended by the Beneficiary, and the interest thereon, shall be secured by this Deed of Trust. The Grantor will give the Beneficiary immediate notice by certified mail of any notice of default or notice of cancellation received from any tenant.

**Section 8. DAMAGE, DESTRUCTION OR CONDEMNATION.** Pursuant to Section 8.2 of the Contract, in the event of any damage or destruction to the Improvements on the Property and the Collateral, the Grantor shall have the option to repair and restore the Improvements on the Property and the Collateral, or to prepay the unpaid balance of principal and interest due under the Contract. Pursuant to Section 8.3 of the Contract, in the event of a loss of title, condemnation or taking of all or any part of the Property, the Grantor shall have the option to restore the Property or to prepay the unpaid balance of principal and interest due under the Contract.

**Section 9. SECURITY AGREEMENT.**

(a) This Deed of Trust shall constitute a security agreement with respect to all Collateral of the Grantor. The Grantor hereby grants to the Beneficiary a security interest in the Collateral including, without limitation, all boilers, all heating, air conditioning and ventilating components and systems, all lighting, electrical power, plumbing, sprinkler and water components and systems, all carpets, wall coverings, screens and drapes, all mechanical and hydraulic components and systems and all appliances located on and used in connection with the operation or maintenance of the Improvements to the extent any of the foregoing constitutes personal property. The security interest in, and lien upon the Collateral shall be in addition to, and not in lieu of, any lien upon or security interest in the Collateral acquired under real property law.

(b) With respect to those items of the Collateral which are or are to become fixtures related to the Property, **this Deed of Trust shall constitute a financing statement filed as a fixture filing.** The lien upon fixtures granted herein and perfected hereby shall be in addition to, and not in lieu of, any lien upon fixtures acquired under real property law.

**Section 10. ENVIRONMENTAL COVENANTS.**

(a) To the best of the Grantor's knowledge, the Property is not now and has not ever been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials and no Hazardous Materials have ever been installed on such Property except as otherwise disclosed to the Beneficiary as required by the Contract. The Grantor covenants that such Property shall be kept free of Hazardous Materials and shall not be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in connection with the normal construction, maintenance and operation of the Project and in compliance with all Environmental Laws. The Grantor shall not cause or permit as a result of any intentional or unintentional act or omission on the part of the Grantor or any lessee, tenant, subtenant, licensee, guest, invitee, employee, agent or contractor, the installation of Hazardous Materials in the Project or a release of Hazardous Materials onto the Property or suffer the presence of Hazardous Materials on the Property, except in connection with the normal construction, maintenance and operation of the Project and in compliance with all Environmental Laws. The Grantor shall comply with and ensure compliance by all sublessees, tenants, subtenants, licensees, guests, invitees, employees, agents and contractors with all applicable federal, state and local laws, ordinances, rules and regulations with respect to Hazardous Materials and shall keep the Property free and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations. The Grantor has not received

any notice from any governmental agency, entity or any other person who receives any notices from any governmental agency, entity or any other person with regard to Hazardous Materials on, from or affecting the Property. In the event the Grantor does receive any such notices, the Grantor shall immediately notify the Beneficiary. The Grantor, at no expense to the Beneficiary, shall conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions necessary to comply with all applicable Environmental Laws.

(b) Notwithstanding the description of Collateral contained in this Deed of Trust, all Hazardous Materials (as defined in this Section) are specifically excluded from Collateral subject to this Deed of Trust. In addition, any and all underground storage tanks and piping located on the Property described above are specifically [check one]:

\_\_\_\_\_ included as part of the Property.  excluded as part of the Property.

**Section 11. NOTICES.** All notices, certificates and other communications hereunder shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed as follows: if to the Beneficiary, RBC Bank (USA), Attention: James M. Hansen, 3201 Beechleaf Court, 7<sup>th</sup> Floor, Raleigh, North Carolina 27604, if to the Trustee, CB Services Corp., RBC Bank (USA), Attention: James M. Hansen, 3201 Beechleaf Court, 7<sup>th</sup> Floor, Raleigh, North Carolina 27604, if to the Grantor, County of Cumberland, North Carolina, Att'n County Manager, 117 Dick Street, Room No. 451, Fayetteville, North Carolina 28301 (with copy to County Attorney, Room 551, 117 Dick Street, Fayetteville, N.C. 28301). The Grantor, the Trustee and the Beneficiary may, by written notice given hereunder, designate a different address where communications should be sent.

**Section 12. MISCELLANEOUS.**

(a) No delay or forbearance by the Beneficiary in exercising any or all of its rights hereunder or rights otherwise afforded by law shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default as set forth herein or in the event of any subsequent default hereunder. In the event that the Beneficiary or the Trustee voluntarily or otherwise shall become a party to any suit or legal proceeding to protect the Property or to protect the title of the Trustee created by this Deed of Trust, the Trustee and the Beneficiary shall be saved harmless and shall be reimbursed by the Grantor for any amounts paid, including all reasonable costs, charges and attorney's fees incurred in any such suit or proceeding to the full extent permitted by law. These amounts together with interest on the amounts at the rate set forth in the Contract shall be secured by this Deed of Trust and their payment enforced as if they were a part of the original debt.

(b) It is specifically agreed that the parties hereto shall in no event be deemed to have contracted for a greater rate of interest than the maximum rate permitted by law. Should a greater amount be collected, it shall be construed as a mutual mistake of the parties and the excess shall be returned to the party making such a payment.

(c) The Beneficiary shall at any time have the irrevocable right to remove the Trustee herein named without notice or cause and to appoint its successor by an instrument in writing, duly acknowledged, in such form as to entitle such written instrument to be recorded in North

Carolina. In the event of the death or resignation of the Trustee herein named, the Beneficiary shall have the right to appoint its successor by such written instrument. Any Trustee so appointed shall be vested with the title to the Property and shall possess all the powers, duties and obligations herein conferred on the Trustee in the same manner and to the same extent as though such person were named herein as Trustee.

(d) All the terms and conditions of the Contract pursuant to which the obligations secured hereby are incurred, are incorporated by this reference and made a part hereof. To the extent of any conflict between this Deed of Trust and the Contract, the Contract shall take priority.

(e) The covenants, terms and conditions herein contained shall bind, and the benefits and powers shall inure to, the respective successors and assigns of the parties hereto. Whenever used herein, the singular number shall include the plural, the plural the singular. If two or more parties have joined as Grantor, each of the parties shall be jointly and severally obligated to perform the conditions and covenants herein contained. Notwithstanding the foregoing, any Grantor who executes this Deed of Trust but who does not execute the Contract hereby secured has executed the Deed of Trust only to subject whatever interest such Grantor has or may hereafter have in the Property, Improvements and Collateral to the lien and security interest created by this Deed of Trust. The term "Beneficiary" shall include any payee of the indebtedness hereby secured and any transferee or assignee thereof, whether by operation of law or otherwise.

### **Section 13. LIMITED OBLIGATION OF THE GRANTOR.**

**NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, PURSUANT TO SECTION 160A-20 OF THE GENERAL STATUTES OF NORTH CAROLINA, NO DEFICIENCY JUDGMENT SHALL BE RENDERED AGAINST THE GRANTOR IN ANY ACTION FOR BREACH BY THE GRANTOR OF ITS OBLIGATIONS UNDER THE CONTRACT; THE REMEDIES PROVIDED UNDER THIS DEED OF TRUST, INCLUDING FORECLOSURE UNDER THIS DEED OF TRUST, BEING THE SOLE REMEDY GRANTED HEREBY. THE TAXING POWER OF THE GRANTOR IS NOT AND MAY NOT BE PLEDGED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO SECURE THE PAYMENT OF ANY MONEYS DUE UNDER THE CONTRACT, INCLUDING THE INSTALLMENT PAYMENTS OR ADDITIONAL PAYMENTS UNDER THE CONTRACT, OR ANY OTHER INSTRUMENT CONTEMPLATED HEREBY OR THEREBY.** No provision of this Deed of Trust shall be construed or interpreted as creating a pledge of the faith and credit of Grantor within the meaning of any State Constitutional debt limitation. No provision of this Deed of Trust shall be construed or interpreted as creating a pledge of the faith and credit of Grantor within the meaning of the Constitution of the State of North Carolina. This Deed of Trust shall not directly or indirectly or contingently obligate Grantor to make any payments beyond the amount appropriated, if any, in the sole discretion of the Grantor for any fiscal year in which this Deed of Trust shall be in effect. Grantor may at the end of any fiscal year terminate its future payment obligations under the Contract secured by this Deed of Trust if Grantor has not appropriated sufficient funds to make the next fiscal year's scheduled payment obligations; however, during each fiscal year, Grantor shall exercise its best efforts to appropriate funds for

such obligations due in the next fiscal year. **No deficiency judgment may be rendered against Grantor in any action for breach of a contractual obligation under the Contract or this Deed of Trust and the taxing power of the Grantor is not and may not be pledged directly or indirectly to secure any moneys due thereunder or hereunder.** No provision of this Deed of Trust shall be construed to pledge or to create a lien on any class or source of Grantor's moneys other than moneys in the Escrow Fund created pursuant to the Escrow Agreement referenced in the Contract. In addition, any term of this Deed of Trust which is, or may have the effect of being, a "non-substitution clause" is void and of no effect. To the extent of any conflict between this Section and any other provision of this Deed of Trust, this Section shall take priority. Notwithstanding the foregoing, nothing in this Section is intended to impair or prohibit foreclosure under this Deed of Trust if the Installment Payments (as defined under the Contract) are not paid when due or otherwise upon the occurrence of any Event of Default, and in such event, Beneficiary may request the Trustee to foreclose on the Property and Collateral as provided in this Deed of Trust.

**Section 14. FUTURE ADVANCES.** The obligations under the Contract secured by this Deed of Trust include present and future obligations of Grantor to Beneficiary, and this Deed of Trust is executed to secure all such obligations. The period in which future obligations may be incurred and secured by this Deed of Trust is the period between the date hereof and that date which is twenty (20) years from the date hereof. The amount of present obligations secured by this Deed of Trust is Thirty Million and No/Dollars (\$30,000,000), and the maximum principal amount, including present and future obligations, which may be secured by this Deed of Trust at any one time is Forty Million and No/Dollars (\$40,000,000). Any additional amounts advanced by Beneficiary pursuant to the provisions of this Deed of Trust shall be deemed necessary expenditures for the protection of the security. Each future advance need not be evidenced by a written instrument or notation signed by Grantor stipulating that such advance is secured by this Deed of Trust. All future obligations shall be considered to be made pursuant to the requirements of North Carolina General Statutes Section 45-67, et seq., or any amendments thereto.



## ESCROW DEPOSIT AGREEMENT

This ESCROW DEPOSIT AGREEMENT (the "Escrow Agreement"), dated June \_\_, 2008 by and among the County of Cumberland, North Carolina, a body politic and corporate duly created and existing under the laws of, and a subdivision of, the State of North Carolina (the "County"), RBC Bank (USA), a North Carolina banking corporation, as lender (the "Bank"), and RBC Bank (USA), a North Carolina banking corporation, as escrow agent (the "Escrow Agent").

### WITNESSETH:

WHEREAS, the County is authorized by N.C.G.S. Section 160A-20 to finance the construction of improvements to real property as is needed to carry out its governmental and proprietary functions by entering into installment contracts; and

WHEREAS, the Bank is willing to provide financing for the Project (hereinafter defined); and

WHEREAS, the County and the Bank have entered into an Installment Financing Contract dated May \_\_, 2008 (the "Contract") to provide financing for the construction of a public health center located at \_\_\_\_\_, as more fully described in the Contract (the "Project"); and

WHEREAS, the Bank will deposit to an escrow fund established and maintained by the Escrow Agent (the "Escrow Fund") in advance of the construction of the Project the sum of \$30,000,000 to be available, together with the earnings from the investment thereof, in periodic draws for the payment of the costs of the construction of the Project; and

WHEREAS, the Bank and the County now desire to provide for the safekeeping and investment of such monies advanced by the Bank and for the procedures in disbursing such monies;

NOW THEREFORE, in consideration of the premises set forth above and the mutual covenants set forth below, the parties hereto agree as follows:

1. The Bank, the County, and the Escrow Agent agree that the Escrow Agent will act as sole Escrow Agent under this Escrow Agreement in accordance with the terms and conditions set forth in the Escrow Agreement. The Escrow Agent shall not be deemed to be party to any Contract, and this Escrow Agreement shall be deemed to constitute the entire Escrow Agreement among the Bank, the County, and the Escrow Agent.

2. Upon the execution of the Contract, the Bank shall deposit with the Escrow Agent the sum of \$30,000,000 which, together with the earnings from the investment thereof, shall be maintained separate and apart from other funds of the Bank, and shall be held and disbursed in accordance with this Escrow Agreement.

3. Prior to any disbursement from the Escrow Fund, the County shall furnish the Escrow Agent and the Bank with evidence satisfactory to the Bank of appropriation by the County of funds sufficient to pay the payments coming due under the Contract on or before June

30 of the then current budget year of the County. After the receipt of such evidence, the Escrow Agent shall disburse funds from the Escrow Fund as directed by the County, or to the County to the extent the County has spent its funds for the construction of the Project, upon receipt of a written request from the County in the form attached hereto as Schedule A. The County also agrees to submit to the Bank the written request in the form of Schedule A, together with such other documents and certificates as the Bank may reasonably request in connection therewith. The Escrow Agent has no duty to ascertain the correctness or completeness of any document submitted in connection with any direction to disburse funds. The Escrow Agent shall make disbursement of monies in the Escrow Fund upon receipt of (i) the written request of the County substantially in the form attached hereto as Schedule A and (ii) written approval of such request by the Bank.

4. The Project has been designated and identified by the County, and the Escrow Fund constitutes the source of payment for the Project as of the date of this Escrow Agreement. In the event that funds remain in the Escrow Fund after completion of the Project, such monies in the Escrow Fund will be paid to the Bank (i) to be applied toward the payoff of the principal balance of the obligations owed under the Contract, or (ii) to finance the cost of such other capital improvements as may be agreed upon in writing by the County and the Bank. Notwithstanding any other term or condition hereof, unless the Bank directs the Escrow Agent in writing to continue to hold and disburse moneys in the Escrow Fund in accordance with this Agreement, all monies in the Escrow Fund held by the Escrow Agent at the end of three (3) years from the date of the Contract shall be distributed to the Bank to be applied as a prepayment under the Contract.

5. Upon written notification to the Escrow Agent by the Bank that an Event of Default has occurred under the Contract, the Escrow Agent shall forthwith disburse all monies on deposit in the Escrow Fund to the Bank on behalf of the County. It is the intention of the parties that, to the extent permitted by law, the County shall indemnify and hold the Bank harmless for all costs incurred in connection with the Contract and this Escrow Agreement. The Escrow Agent shall have no duty to enforce the provisions of this paragraph.

6. Upon written notification to the Escrow Agent by the County or by the Bank confirmed by the County that the County has failed to appropriate funds pursuant to paragraph 3 of the Contract, the Escrow Agent shall forthwith disburse all monies on deposit in the Escrow Fund to the Bank on behalf of the County to be applied to the payment of principal under the Contract.

7. To the extent permitted by the law, any monies held as part of the Escrow Fund shall be promptly invested and reinvested by the Escrow Agent upon the written direction of the County in any of the following investments: (i) RBC Bank (USA) Escrow Account or (ii) any other investment permitted under N.C.G.S. §159-30 which is approved by the Bank. No investment shall be made in a security maturing later than the date on which the County shall notify the Escrow Agent as to the dates on which funds are needed for disbursement and the estimated amount of each such disbursement and the estimated amount of each such disbursement and the Escrow Agent may rely upon this information in connection with all investments or reinvestments of funds. The Escrow Agent has no duty to make investment recommendations..

8. This Escrow Agreement may be modified or amended only with the written consent of County, Bank and Escrow Agent.

9. The County agrees to pay the Escrow Agent's fees in connection with its duties and obligations under this Escrow Agreement in accordance with the Installment Financing Contract Proposal from the Bank to the County. In the event of litigation or dispute, the Escrow Agent is entitled to recover from the County all attorney's fees, court costs, and all other reasonable costs in connection with the discharge of the obligations of the Escrow Agent under this Escrow Agreement.

10. In the event of the Escrow Agent's failure to account for any of the funds received by it, said funds shall be and remain the property of the County in trust for the purposes set forth in this Escrow Agreement, and if for any reason such funds cannot be identified, the assets of the Escrow Agent shall be impressed with a trust for the amount thereof and the County shall be entitled to a preferred claim upon such assets until such identification is made.

11. This Escrow Agreement shall terminate when all transfers required to be made with respect to the Escrow Fund by the Escrow Agent under the provisions hereof and all payments due to the Escrow Agent hereunder shall be made.

12. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the Bank, the County, or the Escrow Agent to be performed shall be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

13. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

14. This Escrow Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina.

15. Any and all notices, requests, demands and other communications given under or in connection with this Escrow Agreement shall be effective only if in writing and either personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, addressed to the address of the recipient as set forth below:

County:	County of Cumberland 117 Dick Street, Room No. 451 Fayetteville, North Carolina 28301 Attention: County Manager
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Bank: RBC Bank (USA)  
3201 Beechleaf Court, 7<sup>th</sup> Floor  
Raleigh, North Carolina 27604  
Attention: James M. Hansen

Escrow Agent: RBC Bank (USA)  
3201 Beechleaf Court, 7<sup>th</sup> Floor  
Raleigh, North Carolina 27604  
Attention: James M. Hansen

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date and year first written above.

BANK:

RBC BANK (USA)

By: \_\_\_\_\_  
James M. Hansen, Bank Officer

COUNTY:

COUNTY OF CUMBERLAND, NORTH  
CAROLINA

(SEAL)

Attest: \_\_\_\_\_  
Marsha Fogle, Clerk

By: \_\_\_\_\_  
James E. Martin, County Manager

ESCROW AGENT:

RBC BANK (USA)

By: \_\_\_\_\_  
James M .Hansen, Bank Officer

SCHEDULE A

REQUEST FOR DISBURSEMENT OF ESCROW FUNDS

Date: \_\_\_\_\_

1. The amount of the requested disbursement: \_\_\_\_\_
2. The address to which such funds are to be forwarded: \_\_\_\_\_  
\_\_\_\_\_
3. A brief description of the purpose of the payment: \_\_\_\_\_  
\_\_\_\_\_
4. The undersigned certifies as follows:
  - (1) Payment of the disbursement for the purpose requested will not cause the undersigned to be in violation of any of its representations, warranties or covenants under the Installment Financing Contract dated June \_\_, 2008 (the "Contract") including, but not limited to its covenants in Section 5.11 of the Contract.
  - (2) The amounts requested to be disbursed were properly incurred in connection with the construction of the Project and were not subject of any previous request for disbursement.
5. Attached hereto are the following: Bills, receipts, invoices, or other documents evidencing the amounts and purposes for which the disbursement is requested.

COUNTY OF CUMBERLAND, NORTH CAROLINA

By: \_\_\_\_\_  
James E. Martin, County Manager

Donovan McLaurin,  
Chair  
Wade, Falcon & Godwin

Lori Epler,  
Vice-Chair  
Cumberland County

Garland C. Hostetter,  
Town of Spring Lake  
Harvey Cain, Jr.,  
Town of Stedman  
Patricia Hall,  
Town of Hope Mills  
Charles C. Morris  
Town of Linden



## COUNTY of CUMBERLAND

### Planning and Inspections Department

Thomas J. Lloyd,  
Director

Cecil P. Combs,  
Deputy Director

Clifton McNeill, Jr.,  
Roy Turner,  
Sara E. Piland,  
Cumberland County

Benny Pearce  
Town of Eastover

MAY 9, 2008

ITEM NO. 213

**MEMO TO:** CUMBERLAND COUNTY BOARD OF COMMISSIONERS

**FROM:** CUMBERLAND COUNTY JOINT PLANNING BOARD

**SUBJECT:** **P08-15:** REZONING OF 1.77+/- ACRES FROM A1 AGRICULTURAL TO C2(P) PLANNED SERVICE AND RETAIL OR TO A MORE RESTRICTIVE ZONING DISTRICT, LOCATED ON THE WEST SIDE OF NC HWY 87 SOUTH, NORTH OF PUMMILL ROAD, SUBMITTED BY HENRIETTE S. PUMMILL, OWNED BY PUMMILL FAMILY TRUST.

**ACTION:** MEMBERS PRESENT AT THE APRIL 15, 2008 MEETING VOTED UNANIMOUSLY TO FOLLOW THE STAFF RECOMMENDATION AND APPROVE C2(P) PLANNED SERVICE AND RETAIL DISTRICT.

**SITE INFORMATION:** **Frontage & Location:** 70' +/- on NC HWY 87 South; **Depth:** 210.59'+/-; **Jurisdiction:** Cumberland County; **Adjacent Property:** No; **Current Use:** Vacant land; **Initial Zoning:** A1 - June 25, 1980 (Area 13); **Zoning Violation(s):** None; **Surrounding Zoning:** North: A1 & RR; East: A1, R6A, A1/CU (used motor vehicle sales), R40A, & RR; South: A1 & C(P); West: R6A, RR, C(P)/CUD (mini- warehousing self-storage and retail), & A1; **Surrounding Land Use:** Manufactured home parks (2); fire station; motor vehicle service station; religious worship facility; **2010 Land Use Plan:** Low density residential; **Special Flood Hazard Area (SFHA):** None; **Urban Services Area:** Yes; **Water/Sewer Availability:** PWC/PWC on NC HWY 87 S; connection required; **NCDOT:** Limited driveway access will be permitted to NC HWY 87 S, most likely joint access; **Soil Limitations:** None; **School Capacity/Enrolled:** Gray's Creek Elementary: 750/787; Gray's Creek Middle: 495/589; Gray's Creek High: 1270/1143; **Subdivision/Site Plan:** Subdivision/site plan approval required prior to permits; **Average Daily Traffic Count (2006):** 13,000 on NC HWY 87 South; **Highway Plan:** No impact on the current Highway Plan or Transportation Improvement Program.

#### MINUTES OF APRIL 15, 2008

The Planning & Inspections Staff recommends approval of the request for C2(P) Planned Service and Retail district based on the following:

1. Even though the request is not consistent with the 2010 Land Use Plan, since the time the Plan was adopted, the right-of-way for NC HWY South has been widened and public utilities have been made available in this area;
2. The request is reasonable due to the immediate area transitioning to primarily non-residential uses and is consistent with the uses within the surrounding area; and
3. Upon development, connection to public utilities will be required.

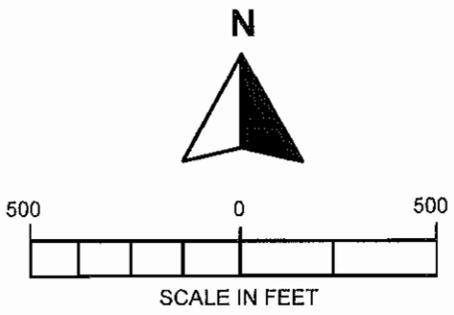
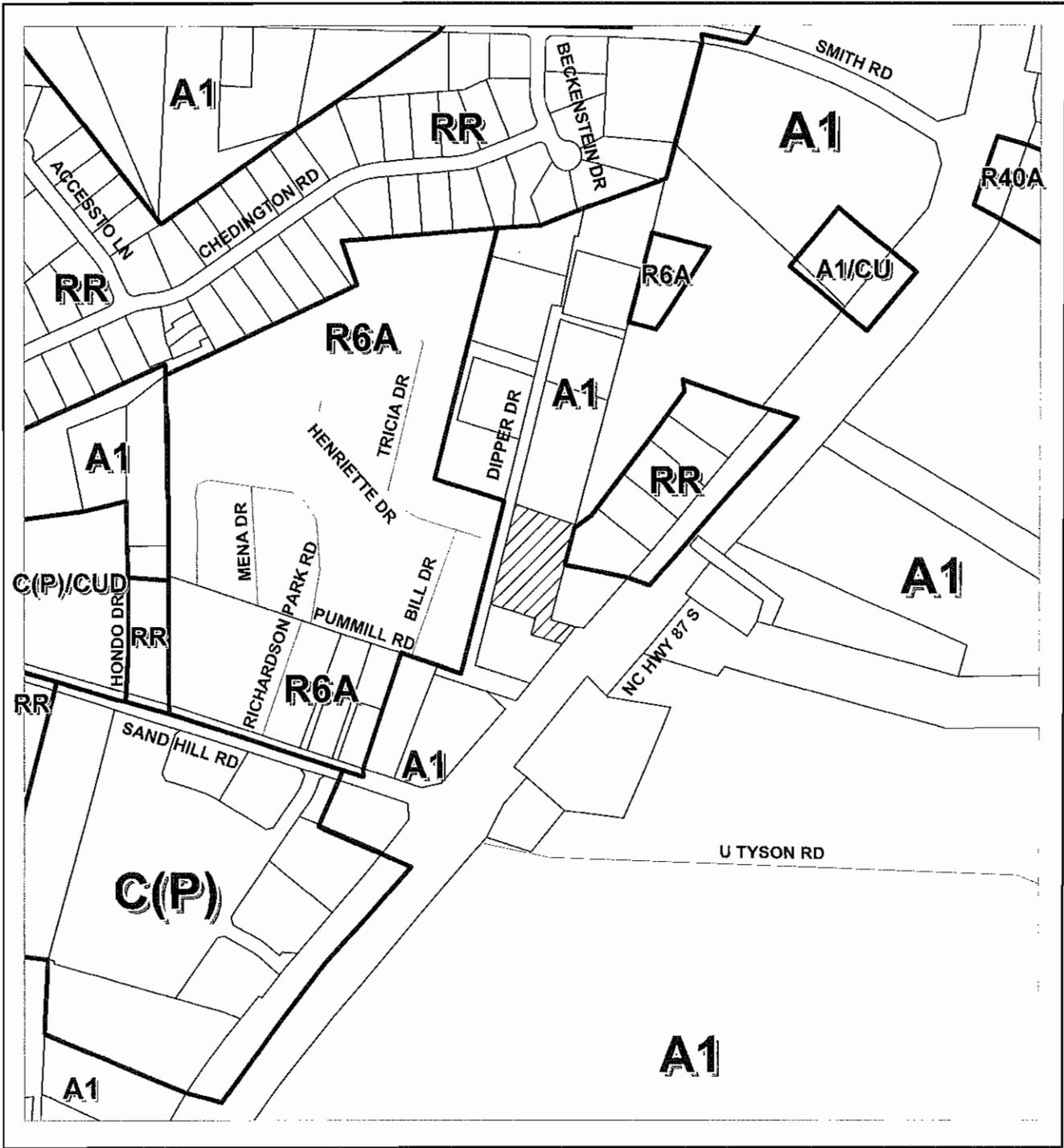
Case P08-15 Continued

The O&I(P) Planned Office and Institutional and the C1(P) Local Business zoning districts could also be found suitable at this location.

By consensus, the staff agreed that it would be appropriate to limit any future consideration of requests for non-residential zoning districts in this general area to the properties south of SR 2237 (Smith Road).

Mr. McNeill stated that he made the motion to follow the staff recommendation but did not completely agree with the consensus of the staff.

**A motion was made by Mr. McNeill, seconded by Mr. Pearce to follow the staff recommendation and approve case P08-15 as submitted. Unanimous approval.**



**REQUESTED REZONING:  
A1 TO C2(P)**

<b>ACREAGE: 1.77 AC.+/-</b>	<b>HEARING NO: P08-15</b>	
ORDINANCE: COUNTY	HEARING DATE	ACTION
STAFF RECOMMENDATION		
PLANNING BOARD		
GOVERNING BOARD		



ITEM NO. 20

OFFICE OF THE COUNTY ATTORNEY  
Courthouse, 117 Dick Street – Suite 551 • P.O. Box 1829 • Fayetteville, North Carolina 28302-1829  
(910) 678-7762 • Fax: (910) 678-7758

May 13, 2008

**MEMORANDUM FOR BOARD OF COMMISSIONERS' AGENDA OF MAY 19, 2008**

**TO: BOARD OF COMMISSIONERS**

**FROM: GRAINGER BARRETT, COUNTY ATTORNEY**

**SUBJECT: CONSIDERATION OF PO08-17**

**BACKGROUND:** The enclosed proposed amendment to the County Subdivision Ordinance authorizes the County Board of Commissioners by interlocal agreement to establish a municipal influence area for any municipality in the county. In effect, it will formalize the practice that have already been in effect with those municipalities participating in joint planning. It also provides that the subdivision standards enforced in such a municipal influence area will be the subdivision design standards adopted by that municipality as reflected on Exhibit 1 to the amendment, which would become incorporated as part of the subdivision ordinance. Any changes to Exhibit 1 in the future would have to go through the procedures for any subdivision ordinance change. Please note that following the Joint Planning Board's consideration of the proposed amendment on May 6, 2008, I have recommended that another sentence be added for clarity, which appears as the first sentence of the text of the proposed amendment with that notation.

**RECOMMENDATION:** Consider whether to approve the proposed amendment as recommended by the Joint Planning Board and with the additional sentence recommended by the County Attorney.

Encl.

*Celebrating Our Past... Embracing Our Future*

EASTOVER - FALCON - FAYETTEVILLE - GODWIN - HOPE MILLS - LINDEN - SPRING LAKE - STEDMAN - WADE

Donovan McLaurin,  
Chair  
Wade, Falcon & Godwin

Lori Epler,  
Vice-Chair  
Cumberland County

Garland C. Hostetter,  
Town of Spring Lake  
Harvey Cain, Jr.,  
Town of Stedman  
Patricia Hall,  
Town of Hope Mills  
Charles C. Morris  
Town of Linden



CUMBERLAND  
COUNTY  
**COUNTY of CUMBERLAND**  
*Planning and Inspections Department*

Thomas J. Lloyd,  
Director

Cecil P. Combs,  
Deputy Director

Clifton McNeill, Jr.,  
Roy Turner,  
Sara E. Piland,  
Cumberland County

Benny Pearce  
Town of Eastover

MAY 9, 2008

ITEM NO. 2C

MEMO TO: CUMBERLAND COUNTY BOARD OF COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

SUBJECT: **P08-17: REVISION AND AMENDMENT TO THE CUMBERLAND COUNTY CODE OF ORDINANCES, APPENDIX B, SUBDIVISION REGULATIONS, AMENDING SECTION 3.20.2. MUNICIPAL INFLUENCE AREA COMPLIANCE, AND CREATING EXHIBIT 1, ENTITLED: DEVELOPMENT STANDARDS OF ALL MUNICIPALITIES WITHIN CUMBERLAND COUNTY.**

ACTION: MEMBERS PRESENT AT THE MAY 6, 2008 MEETING VOTED UNANIMOUSLY TO ACCEPT CHANGES TO THE SUBDIVISION ORDINANCE AND INTERLOCAL AGREEMENT.

MINUTES OF MAY 6, 2008

Vice-Chair Epler asked if the Board was agreeing to the document in its current form, with the zero lot line.

Mr. Lloyd stated that we were agreeing to Parks and Recreation, all Streets, but that will change, the City Engineer will not approve streets, the Department of Transportation will, so that will be changed.

Mr. McNeill asked if this meant that in the City of Fayetteville's MIA, unpaved streets would not be allowed. But would still be allowed in the County.

Mr. Lloyd stated that there will be no dirt streets within the MIA.

Mr. Lloyd pointed out that anything within 2000 feet had to be tied into sewer in the City's MIA, according to City standards.

Mr. McNeill stated that he was bothered by that, because he felt that through the process of discussions on the Interlocal Agreement, the only standards that were talked about applying were the ones set aside in the agreement.

After reviewing Exhibit 1, the MIA Standards table the Board decided to make the following changes:

Case P08-17 Continued

All Streets: Remove Town Engineer approval required, replace with "NCDOT – more restrictive standard applies", Add "50 feet", and add "concrete curb and gutters".

Public Streets: Replace with "NCDOT standards more stringent than Fayetteville's, NCDOT standards apply".

Private Streets: Replace with "Class A and Class B per County/NCDOT standards".

Water/Sewer Extension: Replace with "Same as County w/in MIA (per Interlocal Agreement- within SSA, public water for 2.2 units per acres, i.e., R20; public water and public sewer, greater than 2.2 units per acre)"

Storm Drainage: Replace with "In compliance with NCDENR Manual for Best Management Practices".

Sidewalks: Add "[Per Interlocal Agreement, in SSA on one side of collector streets (serves/intended to serve at least 100 dwelling units) and both sides of all thoroughfares].

Group Development Provisions: Replace with "Same as County".

ZLL Provisions: Replace with "Same as County".

MHP Provisions: Replace with "Same as County".

Guarantee of Improvements: Replace with "Same as County".

Lot Frontage: Replace with "Same as County".

Subdivision Definition: Replace with "Same as County".

Change name of Exhibit 1 to MIA Development Standards.

The Board decided to revise the sentence under Municipal Influence Area Established of the Interlocal Agreement "The City's minimum standards of design" by adding as "addressed in Exhibit 1"

**Mr. Morris made a motion to approve the amendment to the County Subdivision Ordinance with the changes and revise the sentence within the Interlocal Agreement to reference Exhibit 1 MIA Development Standards, seconded by Mr. McNeill. Unanimous approval.**

**P08-17  
COUNTY SUBDIVISION ORDINANCE AMENDMENT**

**AMENDMENT**

**P08-17.** REVISION AND AMENDMENT TO THE CUMBERLAND COUNTY CODE OF ORDINANCES, APPENDIX B, SUBDIVISION REGULATIONS, AMENDING SECTION 3.20.2. MUNICIPAL INFLUENCE AREA COMPLIANCE, AND CREATING EXHIBIT 1, ENTITLED: DEVELOPMENT STANDARDS OF ALL MUNICIPALITIES WITHIN CUMBERLAND COUNTY.

**AMEND** Section 3.20.2, *Municipal Influence Area Compliance*, as indicated:

**SECTION 3.20.2 MUNICIPAL INFLUENCE AREAS COMPLIANCE**

~~The Board of Commissioners by interlocal agreement may approve and establish a *Municipal Influence Area* (MIA) for a municipality. All development located within a municipality's *Municipal Influence Area* (MIA) shall be developed in accordance with the *subdivision design standards* officially adopted by enforced within the municipality, except as provided in any interlocal agreement adopted by the affected governing bodies. An official *MIA Municipal Influence Area Map* shall be maintained at the Office of the County Clerk to the County Board of Commissioners. The development standards for each municipality are attached to this Ordinance as "Exhibit 1" and entitled *MIA Development Standards* shown in Table I and Table II below entitled "Development Standards of the Various Jurisdictions.~~

**FIRST SENTENCE ADDED AT RECOMMENDATION OF COUNTY  
ATTORNEY FOLLOWING JOINT PLANNING BOARD APPROVAL OF  
PROPOSED AMENDMENT**

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**P08-17**  
**COUNTY SUBDIVISION ORDINANCE AMENDMENT**

**AMENDMENT**

**P08-17.** REVISION AND AMENDMENT TO THE CUMBERLAND COUNTY CODE OF ORDINANCES, APPENDIX B, SUBDIVISION REGULATIONS, AMENDING SECTION 3.20.2. MUNICIPAL INFLUENCE AREA COMPLIANCE, AND CREATING EXHIBIT 1, ENTITLED: DEVELOPMENT STANDARDS OF ALL MUNICIPALITIES WITHIN CUMBERLAND COUNTY.

**AMEND** Section 3.20.2, Municipal Influence Area Compliance, as indicated:

**SECTION 3.20.2 MUNICIPAL INFLUENCE AREAS COMPLIANCE**

All development located within a municipality's *Municipal Influence Area* [italics added] (*MIA*) shall be developed in accordance with the subdivision design standards officially adopted by enforced within the municipality, except as provided in any interlocal agreement adopted by the affected governing bodies. An official *MIA Municipal Influence Area Map* shall be maintained at the Office of the County Clerk to the County Board of Commissioners. The development standards for each municipality are attached to this Ordinance as "Exhibit 1" and entitled *MIA Development Standards* shown in Table I and Table II below entitled "Development Standards of the Various Jurisdictions.

DEVELOPMENT STANDARDS OF THE VARIOUS JURISDICTIONS  
SINGLE FAMILY DEVELOPMENT

TABLE I

SINGLE FAMILY DEVELOPMENT										
STANDARDS	COUNTY	URBAN SERVICE AREA	FAYETTEVILLE	SPRING LAKE	HOPE MILLS	FALCON	GODWIN	LINDEN	STEDMAN	WADE
1- Concrete Curb and Gutter	X <sub>8</sub>	X <sub>8</sub>	X							
2- Storm Drainage			X	X	X				X	
3- Sidewalks	X <sub>8</sub>	X <sub>8</sub>	X	X <sub>9</sub>	X					
4- Class "C" Streets	X									
5- Fire Hydrants	X <sub>5</sub>	X <sub>8</sub>	X	X	X	X	X	X	X	
6- Paved Streets	X	X	X	X	X	X	X	X	X	X
7- Street Names Approved	X	X	X	X	X	X	X	X	X	X
8- Access to Parks, Schools, etc.	X	X	X	X	X					
9- Public Water and Sewer Systems	X <sub>9</sub>	X <sub>9</sub>	X	X	X	X	X	X	X	X
10- On site Water And Sewer Systems	X	X <sub>4</sub>				X <sub>4</sub>				
11- Private Streets	X	X	X							
12- Recreation	X	X	X	X	X					
13- Underground Utilities	X <sub>8</sub>	X	X	X	X					

\* Allows Class "C" private street with a 20' travel way

- 1 Based upon street classification
- 2 Based upon conditions
- 3 When lines are within 2,000 feet
- 4 When no public sewer or water is near
- 5 When service line is available
- 6 When development abuts streets carrying certain classification
- 7 If adjacent to the street
- 8 When development meets urban density
- 9 One side of street only

TABLE II

DEVELOPMENT STANDARDS OF THE VARIOUS JURISDICTIONS  
GROUP DEVELOPMENTS AND MULTIFAMILY

GROUP DEVELOPMENTS AND MULTIFAMILY

	URBAN SERVICE AREA	FAYETT E-VILLE	SPRING LAKE	HOPE MILLS	FALCON	GODWIN	LINDEN	STEDMAN	WADE
1. Public Water and Sewer	X <sup>2</sup>	X	X					X	
2. On-site Water and Sewer	X <sup>1</sup>				X <sup>1</sup>				
3. Storm Drainage		X	X	X				X	
4. Paved Parking Lots and Driveways		X	X	X					
5. Fire Hydrants	X <sup>2</sup>	X <sup>2</sup>	X	X	X	X	X	X	X
6. Recreation	X <sup>2</sup>	X	X	X					
7. Sidewalks		X <sup>2</sup>	X <sup>2</sup>	X <sup>2</sup>					
8. Underground Utilities		X <sup>1</sup>	X <sup>1</sup>	X <sup>1</sup>					

\* Allows Class "C" private street with a 20' travel way  
1 Based upon street classification  
2 Based upon conditions

3 When lines are within 2,000 feet  
4 When no public sewer or water is near  
5 When service line is available  
6 When development abuts streets carrying certain classification  
7 If adjacent to the street  
8 When development meets urban density  
(Amend. Of 7-23-96)

CREATE Exhibit 1 to the County Subdivision Ordinance, entitled: *Development Standards of all Municipalities within Cumberland County, to read as follows:*

## Exhibit 1 - MIA Development Standards

DEVELOPMENT STANDARD	FAYETTEVILLE	HOPE MILLS	SPRING LAKE	EASTOVER	STEDMAN	WADE	LINDEN	FALCON	GODWIN
Parks, Recreation & Open Space Areas (PROSA)	<p>Land area per residential unit*:</p> <ol style="list-style-type: none"> <li>1. 500 sq ft if outside SFHA;</li> <li>2. 1000 sq ft if within SFHA;</li> <li>3. 2000 sq ft if water body</li> </ol> <p>*May pay fee in lieu (Sec. 25-33)</p>	<p>Land area per residential unit*:</p> <ol style="list-style-type: none"> <li>1. 1/35 acre if outside SFHA;</li> <li>2. W/in SFHA &amp; slopes greater than 15%, 1/20 acre</li> <li>3. Water bodies must be approved by the Town</li> </ol> <p>*May pay fee in lieu Also see "Group Developments" below (Sec. 86-129)</p>	<p>Land area per residential unit*:</p> <p>500 sq ft unit; cannot include any land area subject to flooding or land area used to satisfy any other regulation</p> <p>*No fee in lieu Also see "Group Developments" below [§155.67(H)]</p>	Pending ~ currently same as County	<p>Land area per residential unit*:</p> <ol style="list-style-type: none"> <li>1. 500 sq ft if outside SFHA;</li> <li>2. 1000 sq ft if within SFHA;</li> <li>3. 2000 sq ft if water body</li> </ol> <p>*May pay fee in lieu (Sec. 3.13.1) Also see "Group Developments" below</p>	<p>Land area per residential unit*:</p> <ol style="list-style-type: none"> <li>1. 500 sq ft if outside SFHA;</li> <li>2. 1000 sq ft if within SFHA;</li> <li>3. 2000 sq ft if water body</li> </ol> <p>*May pay fee in lieu (Sec. 3.13.1) Also see "Group Developments" below</p>	Not applicable	<p>Land area per residential unit*:</p> <ol style="list-style-type: none"> <li>1. 500 sq ft if outside SFHA;</li> <li>2. 1000 sq ft if within SFHA;</li> <li>3. 2000 sq ft if water body</li> </ol> <p>*May pay fee in lieu (Sec. 3.13.1) Also see "Group Developments" below</p>	<p>Land area per residential unit*:</p> <ol style="list-style-type: none"> <li>1. 500 sq ft if outside SFHA;</li> <li>2. 1000 sq ft if within SFHA;</li> <li>3. 2000 sq ft if water body</li> </ol> <p>*May pay fee in lieu (Sec. 3.13.1) Also see "Group Developments" below</p>
All Streets (Public or Private)	<p>NCDOT – more restrictive standard applies</p> <p>Minor &amp; residential streets: 50' min right-of-way width</p> <p>Concrete curbs and gutters [Sec. 25-31(2)]</p>	<p>Town standards &amp; specifications (Sec. 86-122)</p> <p>Local streets, min width of 50'</p> <p>Cul-de-sac: 800' max length; 40' min width; turnaround radius, 50'</p>	<p>Town standards &amp; specifications</p> <p>Local streets, min width of 50'</p> <p>Cul-de-sac: 800' max length; 40' min width; turnaround radius, 50'</p>	Pending – currently same as County	<p>Town Engineer approval required</p> <p>Minor T-fare (collector) min width: 60'</p> <p>Minor T-fare (residential) min width: 50'</p>	<p>NCDOT standards</p> <p>Minimum width: 50'</p> <p>Cul-de-sac: 800' max length; 40' min width; turnaround radius, 50' (Sec. 3.17)</p> <p>Block lengths, max of 1800'</p>	Not applicable	<p>NCDOT standards (Sec. 4.1)</p> <p>Minimum width: 50'</p> <p>Cul-de-sac: 800' max length; 40' min width; turnaround radius, 50' (Sec. 3.17)</p> <p>Block lengths, max of</p>	<p>NCDOT standards (Sec. 4.1)</p> <p>Minimum width: 50'</p> <p>Cul-de-sac: 800' max length; 40' min width; turnaround radius, 50' (Sec. 3.17)</p>

## Exhibit 1 - MIA Development Standards

DEVELOPMENT STANDARD	FAYETTEVILLE	HOPE MILLS	SPRING LAKE	EASTOVER	STEDMAN	WADE	LINDEN	FALCON	GODWIN
All Streets (Public or Private), <i>continued</i>		(Sec. 86-79) Block lengths, max of 1800' (Sec. 86-82)	Streets must be certified by Town as being acceptable for future maintenance (\$155.50)  Block lengths, max of 1800' (\$155.51)		Cul-de-sac: 800' max length; 40' min width; turnaround radius, 50'  Driveways comply w/ storm water requirements, pipe min inside diameter 15" w/ 1' cover (Sec. 3.17)  Block lengths, 1800' (Sec. 3.18)	(Sec. 3.18)		1800' (Sec. 3.18)	Block lengths, max of 1800' (Sec. 3.18)
Public Streets	NCDOT standards more stringent than Fayetteville's, NCDOT standards apply	Pavement widths: 40' minimum for collector and 30' minimum for minor streets (Sec. 86-122)  Greater than 2 units per acre, concrete curb & gutter; equal to 2 units per acre, concrete or rolled asphalt curb & gutter; less than 2	Roadway base to Town required width, roadway surfacing not required but encouraged, if surfaced must be standards of the Town (\$155.66)	Pending – currently same as County	NCDOT Subdivision Roads, Min Construction Standards compliance (Sec. 3.17)  Surfacing required (Sec.4.1.c)  Concrete curb & gutter, all new streets – 2	Approved by the Town  Roadway surface 2" of I-2 asphalt with a min. width of 20'  Asphalt curbs and gutters  (Sec. 4.1)	Not applicable	NCDOT standards, approved by the Town (Sec. 4.1)	NCDOT standards, approved by the Town (Sec. 4.1)

Exhibit 1, MIA Table

Cumberland County Subdivision Ordinance, Sec. 3.20.2

May 13, 2008

## Exhibit 1 - MIA Development Standards

DEVELOPMENT STANDARD	FAYETTEVILLE	HOPE MILLS	SPRING LAKE	EASTOVER	STEDMAN	WADE	LINDEN	FALCON	GODWIN
Public Streets, <i>continued</i>		units per acre, NCDOT standards [Sec 86-128(c)]			ft rolled or valley types for residential streets and 2 ft, 6 in 90 degree vertical high back for non-residential [Sec. 4.1(e)]				
Private Streets	Class A and Class B per County/NCDOT standards;  Class C (dirt) not permitted			Pending – currently same as County		Paved private allowed for residential developments only  60' minimum r/w w/ 20' pavement  Asphalt curbs & gutters  No property lines in r/w (Sec. 4.2)	Not applicable	NCDOT standards w/ asphalt curb & gutter  Minimum width, 60' with a 20' travel way  Owners' association mandatory  No property lines in r/w (Sec. 4.2)	NCDOT standards w/ asphalt curb & gutter  Minimum width, 60' with a 20' travel way  Owners' association mandatory  No property lines in r/w (Sec. 4.2)
Utilities	Same as County [Sec. 25-31(10)]	Same as County [Sec. 86-128(b)]		Pending – currently same as County	Same as County (Sec. 4.3i)	Same as County (Sec. 4.3.g)	Not applicable	Same as County (Sec. 4.3.g)	Same as County (Sec. 4.3.g)
Utility Easements	20' (10' each side of rear lot line) in residential; and nonresidential if deemed necessary by City Engineer [Sec. 25-31(5)]	10' (5' each side of rear lot line or other location where necessary (Sec. 86-72)	10' (5' each side of rear lot line or other location where necessary (§155.45)	Pending – currently same as County	10' (5' each side of rear lot line or other location where necessary (Sec. 3.11)	10' (5' each side of rear lot line or other location where necessary (Sec. 3.11)	Not applicable	10' (5' each side of rear lot line or other location where necessary (Sec. 3.11)	10' (5' each side of rear lot line or other location where necessary (Sec. 3.11)

## Exhibit 1 - MIA Development Standards

DEVELOPMENT STANDARD	FAYETTEVILLE	HOPE MILLS	SPRING LAKE	EASTOVER	STEDMAN	WADE	LINDEN	FALCON	GODWIN
Water/Sewer Extension	Same as County w/in MIA  (Per interlocal agreement – within SSA, public water for 2.2 units per acres, i.e., R20; public water and public sewer, greater than 2.2 units per acre	Mandatory when existing w/in 2,000' (Sec. 86-76)	Mandatory when existing w/in 200'	Pending – currently same as County; except if w/in ESD, any subdivision w/in 2,000' of existing line must extend and connect		Same as County (Sec. 4.3.d)	Not applicable	Same as County (Sec. 4.3.d)	Same as County (Sec. 4.3.d)
Fire Hydrants	Same as County	Same as County [Sec. 86-128(a)]		Pending – currently same as County  ESD water cannot support hydrants for fire suppression	Same as County (Sec. 4.3.f)	Same as County (Sec.4.3.f)	Not applicable	Same as County (Sec.4.3.f)	Same as County (Sec.4.3.f)
Storm Drainage	In compliance with <i>NCDENR Manual for Best Management Practices</i>	In compliance with <i>NCDENR Manual for Best Management Practices</i>	In compliance with <i>NCDENR Manual for Best Management Practices</i>	Pending – currently same as County	In compliance with <i>NCDENR Manual for Best Management Practices</i>	In compliance with <i>NCDENR Manual for Best Management Practices</i>	Not applicable	In compliance with <i>NCDENR Manual for Best Management Practices</i>	In compliance with <i>NCDENR Manual for Best Management Practices</i>
Sidewalks (complying w/ ADA standards)	One side of all streets w/in development; Along existing collector or arterial street adjacent to development [Sec. 25-61(5)]	Density equal to or greater than 2 units per acre, both sides of all streets – required only when curb & gutter type street cross-section exists.	One side of street, location determined by Town Building Inspector [§155.67(F)]	Pending – currently same as County	4' wide along all streets whether proposed (new) or existing, except cul-de-sac serving 8 or	4' paved sidewalks on one side of all new streets adjacent to curb and gutter (Sec.4.1.h)	Not applicable; however, sidewalks cannot be located over Town-owned water lines & Town will not		

Exhibit 1, MIA Table

Cumberland County Subdivision Ordinance, Sec. 3.20.2

May 13, 2008

## Exhibit 1 - MIA Development Standards

DEVELOPMENT STANDARD	FAYETTEVILLE	HOPE MILLS	SPRING LAKE	EASTOVER	STEDMAN	WADE	LINDEN	FALCON	GODWIN
Sidewalks (complying w/ ADA standards), <i>continued</i>	[Per interlocal agreement, in SSA on one side of collector streets (serves/intended to serve at least 100 dwelling units) and both sides of all thoroughfares]	[Sec. 86-122(g)]			less lots/units  When adjacent to parking area, 6' wide (Sec. 4.3.g)		accept existing system with sidewalks over lines		
Group Development Provisions	Same as County	Min. size of tract 40,000 sq ft;  Setbacks comply with zoning of site  40' access point  1/35 acre per unit on site recreation area, BOC can accept fee in lieu  One access point for each 60 parking spaces  Parking space size: 9'x20' Compact spaces allowed (Sec. 86-86)	Min. size of tract 40,000 sq ft;  Setbacks comply with zoning of site  40' access point  500 sq ft of recreation area per unit on site  One access point for each 60 parking spaces  Parking space size: 9'x20'	Pending – currently same as County	Same as County (Sec. 3.21)	Same as County (Sec. 3.21)	Not applicable	Same as County (Sec. 3.21)	Same as County (Sec. 3.21)
ZLL Provisions	Same as County	Same as County (Sec. 86-88)	Same as County	Pending – currently same as County	Same as County (Sec. 3.24)	Same as County (Sec. 3.21.1)	Not applicable	Same as County (Sec. 3.21.1)	

## Exhibit 1 - MIA Development Standards

DEVELOPMENT STANDARD	FAYETTEVILLE	HOPE MILLS	SPRING LAKE	EASTOVER	STEDMAN	WADE	LINDEN	FALCON	GODWIN
MHP Provisions	Same as County	Yes, same as County except plan must also be approved by Fire Department (Sec. 86-89)	Min of one acre and min of 8 MHs  Min 3,000 sq ft MH space for each unit  Drives: min of 30' wide w/ paving min 20'  Min 60' frontage w/ direct access on public street  Min 140 sq ft concrete or hard surface patio with min 30" wide concrete or hard surface walkway (Chpt 153)	Pending – currently same as County		Same as County (Sec. 3.23)	Not applicable	Same as County (Sec. 3.23)	Same as County (Sec. 3.23)
Guarantee of Improvements	Same as County	Improvements in, bond, certified check, or letter of credit (Sec. 86-36)	Same as County (§155.23)	Pending – currently same as County	Same as County (Sec. 2.6)	Same as County (Sec. 2.6)	Not applicable	Same as County (Sec. 2.6)	Same as County (Sec. 2.6)
Lot Frontage	Same as County	35' minimum [Sec. 86-83(3)]	35' minimum [§155.52(C)]	Pending – currently same as County	20' minimum (Sec. 3.20.c)	20' minimum (Sec. 3.20)	Not applicable	20' minimum (Sec. 3.20)	20' minimum (Sec. 3.20)
Development Access Points		Two separate access points (Sec. 86-63)		Pending – currently same as County			Not applicable		

## Exhibit 1 - MIA Development Standards

DEVELOPMENT STANDARD	FAYETTEVILLE	HOPE MILLS	SPRING LAKE	EASTOVER	STEDMAN	WADE	LINDEN	FALCON	GODWIN
School, Parks Public Access		NLT 10' walkways dedicated (Sec. 86-74)	NLT 10' walkways dedicated (\$155.47)	Pending – currently same as County	NLT 10' walkways dedicated (Sec. 3.13)	NLT 10' walkways dedicated (Sec. 3.13)	Not applicable	NLT 10' walkways dedicated (Sec. 3.13)	NLT 10' walkways dedicated (Sec. 3.13)
Subdivision Definition	Same as County	Same as County (Sec. 86-1)	Similar as County except: 5 acre tracts (as opposed to 10 acres) where no right of way dedication (\$155.06)	Pending – currently same as County	Same as County (Sec. 1.8)	Same as County (Sec. 1.8)	Not applicable	Same as County (Sec. 1.8)	Same as County (Sec. 1.8)
Streetscape Landscaping – subdivisions/group developments		When off-street parking required, street yard along the width of public right-of-way – widths vary dependant upon zoning district, typically 6': 1 lg tree or 3 sm trees every 50' and 6 shrubs every 50'; can be combination of both. Parking areas, 1 tree & 6 shrubs every 15 spaces (Art. XIV)	Streetscape landscaping required when development along "Entrance Corridor" – 6' planting strip adjacent to right-of-way: 1 lg tree every 50' or 2 sm trees every 50'. Parking lots w/12 or greater spaces: 1 lg or 2 sm trees each 12 spaces (\$156.088)		Street trees: 1 tree per 50 linear ft of street frontage and no more than 50' separation  Located between back of curb and sidewalk (Sec. 4.3.h)				
Greenway Standards					Compliance w/ Greenway Plan (Sec. 3.13.2)				

## Exhibit 1 - MIA Development Standards

DEVELOPMENT STANDARD	FAYETTEVILLE	HOPE MILLS	SPRING LAKE	EASTOVER	STEDMAN	WADE	LINDEN	FALCON	GODWIN
Tree Preservation		Permit required prior to removal of any trees (Sec. 102-428)	Encouraged and can be credited toward landscaping provisions (§156.088.8)						
Exceptions w/in MIA			Sewer extension and/or connection:  Per interlocal agreement	Sewer extension and/or connection:  Per interlocal agreement	Concrete curb & gutter not required when 3 or less lots out of same parent and where new street not being constructed or existing street w/o concrete curb & gutter being extended  Greenway standards not applicable where residential does not abut designated Greenway Corridor and where 3 or less contiguous lots from the same parent	Sewer extension and/or connection:  Per interlocal agreement		Sewer extension and/or connection:  Per interlocal agreement	Sewer extension and/or connection:  Per interlocal agreement

## Exhibit 1 - MIA Development Standards

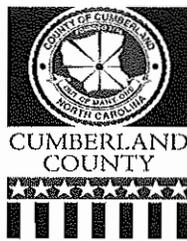
DEVELOPMENT STANDARD	FAYETTEVILLE	HOPE MILLS	SPRING LAKE	EASTOVER	STEDMAN	WADE	LINDEN	FALCON	GODWIN
Exceptions w/in MIA, <i>continued</i>					Sidewalks not required if 3 or less lots from the same parent abutting street w/o existing sidewalks and a new street not being constructed (Sec. 3.1.1)				

**Disclaimer:** The material contained within this document, Exhibit 1, *Development Standards of All Municipalities within Cumberland County*, is intended to reflect and summarize applicable municipal subdivision design standards and is provided for general reference and informational purposes only and is not to be construed or used in place of the officially adopted development standards for any municipality, nor does it replace any *officially adopted development standard of any municipality*. While, the information contained herein is believed to be accurate and the County will make every effort to maintain current information in this Exhibit, users of this exhibit should contact the County Planning & Inspections Department to verify the contents before application for any permits.

Donovan McLaurin,  
Chair  
Wade, Falcon & Godwin

Lori Epler,  
Vice-Chair  
Cumberland County

Garland C. Hostetter,  
Town of Spring Lake  
Harvey Cain, Jr.,  
Town of Stedman  
Patricia Hall,  
Town of Hope Mills  
Charles C. Morris,  
Town of Linden



Thomas J. Lloyd,  
Director

Cecil P. Combs,  
Deputy Director

Clifton McNeill, Jr.,  
Roy Turner,  
Sara E. Piland,  
Cumberland County

## COUNTY of CUMBERLAND

*Planning and Inspections Department*

Re: P08-06

### MEMORANDUM

To: James Martin, County Manager  
From: Tom Lloyd *T/L*  
Subject: Proposed subdivision well testing

ITEM NO. 2D

\* Case P08-06  
Information Attached

Through the efforts of the recently formed Safe Water Task Force, state and local staff have been addressing the issue of clean well water throughout the county. Several improvements in areas of well water contamination identification have been established by the task force which will be updated regularly. A central clearinghouse system has been set up whereby the relevant agencies of both DENR and the County combine information into a database which is mapped. Thus, a single source of information has been established showing the known locations of groundwater contamination and/or potential contamination.

The Task Force has also recommended a policy, at the Planning Board's request, which will require the testing by a developer of new wells within a thousand feet of a known source of contamination. The distance of one thousand feet was recommended by the Task Force after considering other regulations which regulate community wells. This distance can account for any effect future wells can have on the movement and direction of the existing contaminant plume.

Case P08-06, the rezoning of a 10 acre tract from A1 to R40, was deferred from the BOC March 17, 2008 meeting. The applicant has amended his rezoning request so that no portion of his property falls within the 1,000 radius of the identified contaminated well. For future cases, an amendment will be made to the County Subdivision ordinance which will automatically require this testing for any lots falling within 1000 feet of an identified contamination source or plume, whichever is greater.

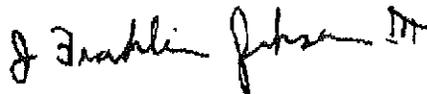
cc. Juanita Pilgrim, Deputy County Manager  
Tom Cooney, Public Utilities Director

TO: Cumberland County Planning Board  
FROM: JFJIII, LLC  
DATE: May 13, 2008  
  
RE: Rezoning of P08-06

I, Franklin Johnson, managing member of JFJIII, LLC, wish to amend rezoning request number P08-06. In the original request, we asked that 10 acres +/- be rezoned to R-40. In this amended request, we exclude a 40' X 180' rectangle located at the north-western corner of the subject property, and we will leave this excluded rectangle as A1 zoning. The 40' leg fronts County Line Road and the 180' leg runs along the property line generally from the north to south.

The purpose of this amendment is to keep the R-40 property more than 1000' from the identified contaminated well on parcel ID# 0430-00-2884 owned by John Ackerman of St. Pauls, NC.

Respectfully Submitted,

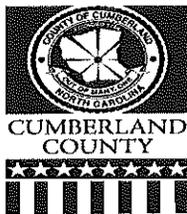


Franklin Johnson, managing member

Donovan McLaurin,  
Chair  
Wade, Falcon & Godwin

Lori Epler,  
Vice-Chair  
Cumberland County

Garland C. Hostetter,  
Town of Spring Lake  
Harvey Cain, Jr.,  
Town of Stedman  
Patricia Hall,  
Town of Hope Mills  
Charles C. Morris  
Town of Linden



## COUNTY of CUMBERLAND

### *Planning and Inspections Department*

Thomas J. Lloyd,  
Director

Cecil P. Combs,  
Deputy Director

Clifton McNeill, Jr.,  
Roy Turner,  
Sara E. Piland,  
Cumberland County

Benny Pearce  
Town of Eastover

MAY 9, 2008

ITEM NO. \_\_\_\_\_

MEMO TO: CUMBERLAND COUNTY BOARD OF COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

SUBJECT: **P08-06: REZONING OF A 10.0 ACRE PORTION OF A 176.92 ACRE TRACT FROM A1 TO R40 OR MORE RESTRICTIVE ZONING DISTRICT, LOCATED ON THE SOUTH SIDE OF COUNTY LINE ROAD, EAST OF CHICKEN FOOT ROAD, SUBMITTED BY FRANKLIN JOHNSON, OWNED BY JFJ III INVESTMENTS LLC.**

ACTION: MEMBERS PRESENT AT THE JANUARY 15, 2008 MEETING VOTED UNANIMOUSLY TO FOLLOW THE STAFF RECOMMENDATION AND APPROVE R40 RESIDENTIAL DISTRICT.

**SITE INFORMATION: Frontage & Location:** 750'+/- on County Line Road; **Depth:** 600'+/-; **Adjacent Property:** yes (remainder of parent tract and property to the south and east); **Current Use:** Woods and farmland; **Initial Zoning:** A1, June 25, 1980 (Area 13); **Zoning Violation(s):** None; **Surrounding Zoning:** North: A1 & R40; East: A1, A1/CU (Home-based Catering Business) & R40A; South: A1, R40A & CD; West: A1 & RR; **Surrounding Land Use:** Single-family residential (including manufactured homes), Beauty & Tanning Salon, woodlands and farmland; **2010 Land Use Plan:** Farmland; **Designated 100-Year Floodplain or Floodway:** No; **Water/Sewer Availability:** Well / Septic; **Soil Limitations:** Yes, hydric inclusion, Ly Lynchburg sandy loam; **School Capacity/Enrolled:** Gray's Creek Elementary: 764/758; Gray's Creek Middle: 590/495; Gray's Creek High: 1133/1270; **Subdivisions:** Subdivision plans must be approved prior to application for any permits; **Average Daily Traffic County (2006):** 690 on County Line Rd, 550 on Rufus Johnson Rd; **Highway Plan:** There is no road improvements/new constructions specified for this area; **Notes:** The subject property is the same as that presented to the Planning Board at the December 18, 2007, Case No. P07-100; applicant withdrew the case at that hearing primarily due to opposition making detrimental statements concerning A1A, which allows for Class "A" manufactured homes; Density (minus 15% for r/w): A1 – 4 lots/units, A1A – 8 lots/9 units, R40 – 9 lots/units.

MINUTES OF JANUARY 15, 2008

Ms. Speicher reviewed the site information and stated the staff recommends approval of the R40 Residential district based on the following:

1. The request is consistent with the 2010 Land Use Plan which calls for "farmland" at this location; and
2. The request is consistent with the zoning and land uses within the general area.

The A1A Agricultural district could also be considered suitable for this location.

Public Hearing opened.

Trey McLean (James A. McLean III) spoke in favor and represented the applicant Mr. Johnson. Mr. McLean stated that this land is basically used for timber. The applicant wants to rezone because he wants the density to increase a little. There are no particular plans right now for the types of residences; he does envision single family residences sometime in the future. We don't think this will be detrimental to the community. In the long run we believe this area will go more residential than agricultural. These kinds of open lots would be viewed more favorably by the public.

Debra Stewart spoke in opposition. Ms. Stewart stated that an irrigation pond exists on the proposed property for rezoning, and this pond connects to an elaborate system of drainage ditches, some of which cut through her property. During hurricane season and wet weather, the pond overflows and floods the surrounding land. For this reason alone Ms. Stewart doesn't think this site is suitable for family dwellings. Some of Ms. Stewart's other concerns are well water quality with increasing number of homes and septic tanks, especially on a tract of land known to flood, increasing number of wells being established in a drought stricken area, the overall environmental impact on humans and wildlife, rapid growth and development of subdivisions that strip the community of natural resources and beauty, the disappearance of farms and woodland that is replaced by a housing market where the supply far exceeds the demands. Ms. Stewart stated that she is against the rezoning because of its tendency to flood, the increased risk of well water contamination, the risk of diminishing well water availability, and the destruction of the natural habitat.

James Creager spoke in opposition. Mr. Creager stated that the landowner should keep the tracts of land as A1 zoning, single family dwellings not manufactured homes. Mr. Creager feels that the land owner and Mr. Johnson want to develop the land in order to profit as much as possible. Mr. Creager feels that this development will be a strain on the water table. Mr. Creager told the Board that Beverly's Tanning and Beauty Salon has had to close her business after remodeling it, it is located at County Line and Chicken Foot Roads, because of the water quality. Another concern of Mr. Creager's is that the United States Department of Agriculture has classified the soil type as Lynchburgh sandy loam, which they state this land is nearly unsuitable for development or somewhat poorly drained soil. This soil is poorly suited to most urban and recreational uses because of the wetness and this type of soil is unsuitable for building.

Mr. McLean spoke in rebuttal. Mr. McLean stated that they were only trying to rezone ten acres which is a difference of three or four houses at most. There will not have a huge impact in that area. Density is just the beginning, there's a whole series of things that have to happen in terms of permitting wells, getting the land to perk, and getting a septic permit. All of those things will prevent development, if it's going to be a hazard to human life. This is about density, not so much a hazard to human life. Mr. Johnson, who inherited the land, is not attempting to degrade the community. If anything he is trying to deal with the necessity of life, which is there are more people who need a place to stay. He believes that you can develop in essentially one acre zoning in density, to a standard that is both rural and livable for both the surrounding community and the people who are coming in.

Case P08-06 Continued

Mr. McNeill asked Mr. McLean if the pond that is there now, if it was dug and no real outlet.

Mr. McLean responded it is a dug out pond and there is no outlet.

Public Hearing closed.

Mr. McNeill asked the difference between hydric inclusion soil and hydric soil.

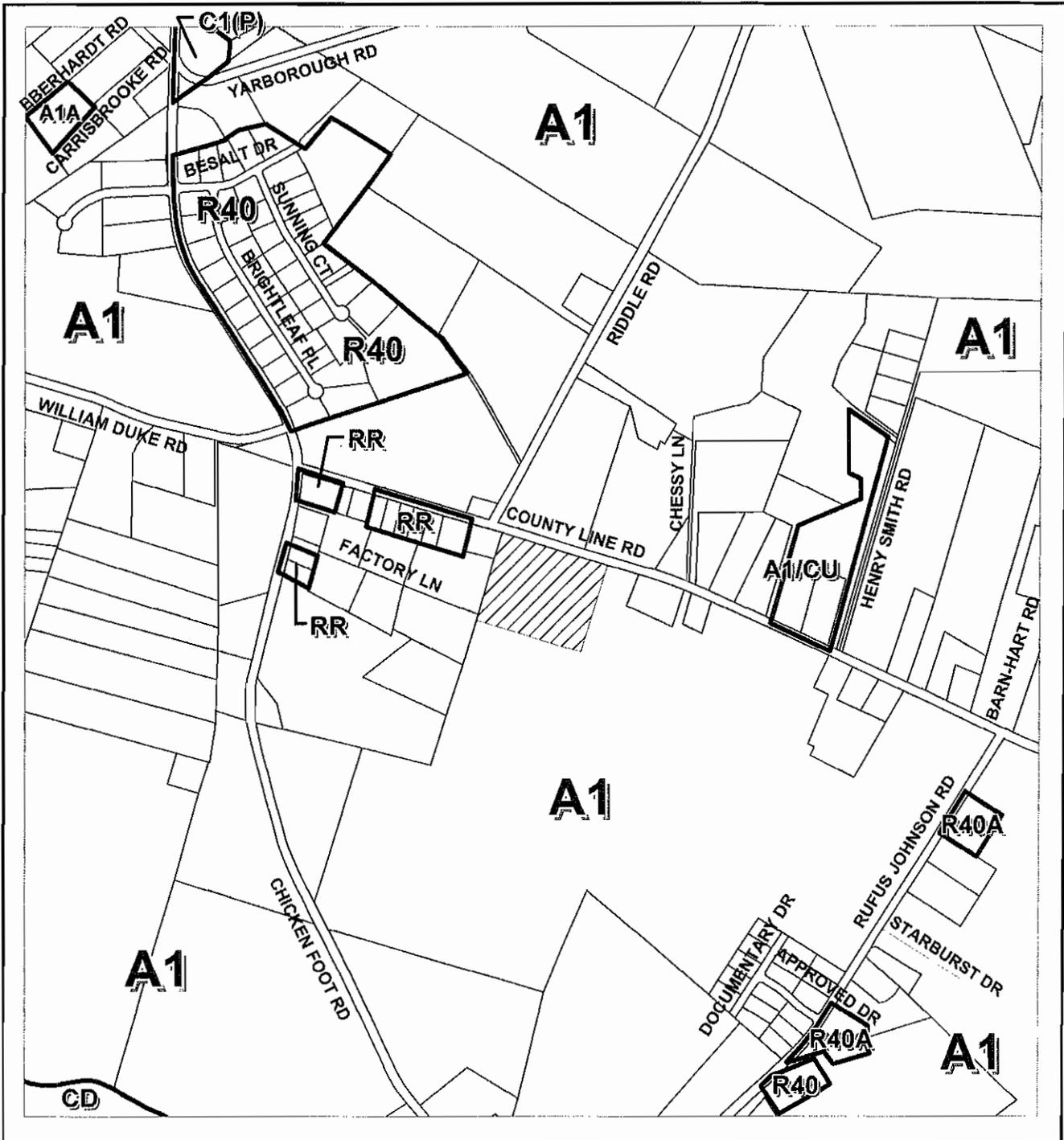
Ms. Speicher responded that hydric soils are poorly suitable for development. Hydric inclusion maybe poorly suited. The key word being "maybe".

Mr. McNeill asked as far as buildable, it's more likely that you can build on hydric inclusion soils than hydric soils.

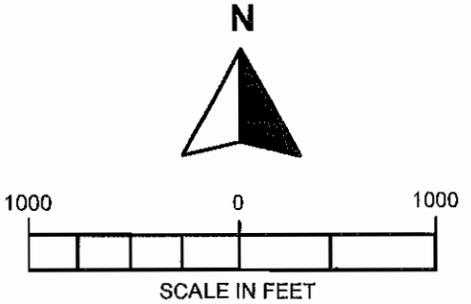
Ms. Speicher responded yes.

Mr. McNeill stated that Gray's Creek is one of two sections in the county that is the most desirable place to live. People are going to move out there. The applicant is smart enough to know that there is probably going to be development in the future. With that you get other things such as road improvements and utilities. At the previous hearing on this case, some of the people who live in the immediate area were concerned that A1A rezoning would allow manufactured housing, they felt that that wouldn't be good. They were not opposed to the rezoning and these were people who lived in very close proximity to this piece of land. So I think that Mr. Johnson has taken this into account and gone back and changed the rezoning to something that would guarantee that no manufactured homes can be placed on this tract. Really there is no place in the County, that an acre sized lot wouldn't accommodate a well and septic tank. The question of the hydric inclusion soils, there is some chance that this will not be the most desirable building location. But, that determination will have to be made by the Health Department, if at such time he does develop and request a septic tank permit. Mr. Johnson's track record, and the developments that I have seen of his are all upscale. I think that he has good intentions here. At least under R40 it would have to be stick built homes, I think that a good compromise has been reached, with his determination to submit this as R40 rather than the A1A.

**A motion was made by Mr. McNeill, seconded by Vice – Chair Epler to follow the staff recommendation and approve case P08-06 as submitted. Unanimous approval.**

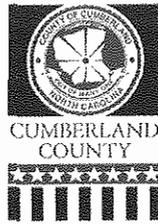


## REQUESTED REZONING: A1 TO R40



<b>ACREAGE: 10.00 AC.+/-</b>		<b>HEARING NO: P08-06</b>	
ORDINANCE: COUNTY	HEARING DATE	ACTION	
STAFF RECOMMENDATION			
PLANNING BOARD			
GOVERNING BOARD			

ROBERT N. STANGER, P.E.  
County Engineer



SAM LUCAS  
Engineering Technician II  
WAYNE DUDLEY, CFM  
Engineering Technician I

ENGINEERING DEPARTMENT

Historic Courthouse, 130 Gillespie Street • P.O. Box 1829 • Fayetteville, North Carolina 28302-1829  
Telephone (910) 678-7636 • Fax (910) 678-7635

May 13, 2008

ITEM NO. 3

**MEMORANDUM**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: ROBERT N. STANGER, COUNTY ENGINEER** *BobS*

**THROUGH: AMY H. CANNON, ASSISTANT COUNTY MANAGER**

**SUBJECT: CONSIDERATION OF APPROVAL OF CONSTRUCTION MANAGER AGREEMENT AND GUARANTEED MAXIMUM PRICE PROPOSAL FOR NEW PUBLIC HEALTH CENTER PROJECT**

BACKGROUND:

In February 2008, the Public Health Center Project Committee recommended Rentenbach Constructors, Inc., to provide construction management (CM) services for the New Public Health Center Project. See attached memorandum to the County Facilities Committee dated March 10, 2008. A decision was made to use the CM-at-Risk approach for construction of the project. All construction subcontracts will be held by the CM who in turn will provide to the County a Guaranteed Maximum Price (GMP) for construction of the new facility.

Rentenbach, in conjunction with CJMW, the project architect, and county staff, has been providing services to the County since March 1, 2008 under a Letter of Intent conditioned upon successful negotiations and acceptance of a GMP for management and construction of the project. Those services included subdivision of the project into ten (10) construction bid packages, pre-qualification of prime subcontractors, solicitation of public bids, issuance of addenda and CM clarifications, contract preparation, review of value engineering items to reduce construction costs, and development of a GMP.

Attached for the Board's review and consideration is the CM Agreement together with the GMP in the amount of **\$22,190,429**. Exhibit A "GMP Summary" and Exhibit B "General Conditions and Equipment" in the Agreement provides an itemized breakdown of the costs which comprise the GMP and are summarized as follows:

- \$19,543,086 (Subcontractor Bids and Value Engineering Deducts)
- \$ 2,090,365 (CM Expenses including General Conditions, Equipment, Fees & Pre-Constr Services)
- \$ 556,978 (CM Construction Contingency)

In addition to the Construction Manager's GMP, there are other Owner Construction Expenses that must be budgeted in order to determine the Total Construction Costs for the project. These include:

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- \$ 80,000 (Geotechnical & Materials Testing Services)
- \$ 60,000 (Special Structural & HVAC Inspection Services)
- \$150,000 (Temporary Utilities & Tap Fees)
- \$537,435 (Owner Construction Contingency)

The CM's GMP together with the Owner Construction Expenses equates to a **Total Construction Cost of \$23,017,864**. When compared to the construction budget developed by CJMW in November 2006, which was based on schematic design and a building size of 100,000 SF, the construction cost is \$2,354,864 over budget. However, when compared to the detailed construction budget prepared by CJMW in October 2007, which was based on 50% complete construction documents and a final building size of 108,000 SF, the construction cost is \$109,250 under budget.

The Total Project Cost include the Total Construction Cost together with other project costs summarized as follows:

- \$1,471,000 (Architectural/Engineering Fees)
- \$2,958,300 (Owner Provided Furnishings, Fixtures & Equipment)
- \$ 170,515 (Moving Expenses)

The Total Construction Cost together with the other project costs equates to a **Total Project Cost of \$27,617,679**. The project cost information is summarized in the attached spreadsheet entitled "Public Health Center Project Costs".

The above information was presented to the County Facilities Committee at its May 13, 2008 meeting for informational purposes only and no specific recommendation was requested at that time.

The form of agreement for the project is the AIA Document A121 CMc "Standard Form of Agreement Between Owner and Construction Manager where the Construction Manager is Also the Constructor" together with the AIA Document A201 "General Conditions of the Contract for Construction" and the Supplemental General Conditions. The contract documents have been reviewed by the County Attorney for legal sufficiency and appropriate revisions are being incorporated therein.

RECOMMENDATION/PROPOSED ACTION:

The recommendation of the County Engineer, Public Health Director, County Attorney and management is to:

1. Approve the agreement with Rentenbach Constructors, Inc., for the Public Health Center Project substantially in the form as presented with such modifications as may be satisfactory to the County Engineer, County Manager, County Attorney and Rentenbach.
2. Approve the Guaranteed Maximum Cost Proposal from Rentenbach in the amount of \$22,190,429 for construction of the new Public Health Center contingent upon financing approval by Local Government Commission.
3. Approve the Project Budget of \$27,617,679 exclusive of financing costs.
4. Approve the attached budget revision.

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

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**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B08-327
Date Received	5/13/2008
Date Completed	

Fund No. 015 Agency No. 431 Organ. No. 431A  
 Organization Name: Health Department Building

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9205	Installment Purchase Proceeds	0	26,500,000	26,500,000
9110	Transfer from General Fund	1,486,300	0	1,486,300
Total		1,486,300	26,500,000	27,986,300

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3747	HEA	Engineer	1,466,300	4,700	1,471,000
3419	HEA	Miscellaneous	20,000	(20,000)	-
347B	HEA	Relocation Expense	0	170,515	170,515
3480	HEA	Utilities	0	150,000	150,000
3704	HEA	General Contract	0	22,190,429	22,190,429
3714	HEA	Geotechnical Services	0	140,000	140,000
3119	HEB	Debt Issuance Cost	0	368,621	368,621
3610	HEC	Capital Outlay - Equipment	0	1,285,000	1,285,000
383Z	HEC	Technology	0	1,673,300	1,673,300
3903	HED	Contingency	0	537,435	537,435
Total			1,486,300	26,500,000	27,986,300

**Justification:**

Revision to budget installment purchase proceeds (\$26,500,000) and to establish the expenditure budget for the new Health Department Building (\$27,617,679) and to establish budget to fund the estimated cost of issuance (\$368,621).

**Funding Source:**

State: \_\_\_\_\_ Federal: \_\_\_\_\_ County: \_\_\_\_\_ New: \_\_\_\_\_ Other: \_\_\_\_\_  
 Other: \_\_\_\_\_ Fees: \_\_\_\_\_ Prior Year: \_\_\_\_\_

**Fund Balance:**

Submitted By: \_\_\_\_\_  
 Department Head

Date: \_\_\_\_\_

Reviewed By: Bob Incher  
 Finance Department

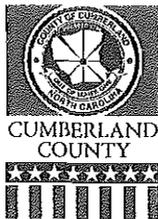
Date: 5/13/08

Reviewed By: Amy Cannon  
 Assistant County Mgr

Date: 5/14/08

<b>Approved By:</b>	
_____	Date: _____
County Manager	
_____	Date: _____
Board of County Commissioners	
_____	Date: _____

ROBERT N. STANGER, P.E.  
County Engineer



SAM LUCAS  
Engineering Technician II

WAYNE DUDLEY, CFM  
Engineering Technician I

ENGINEERING DEPARTMENT

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March 10, 2008

**MEMORANDUM**

**TO:** COUNTY FACILITIES COMMITTEE

**FROM:** ROBERT N. STANGER, COUNTY ENGINEER *BOB*

**SUBJECT:** NEW PUBLIC HEALTH CENTER  
CONSTRUCTION MANAGER AT-RISK

On January 20, 2008, Request for Qualifications for Construction Manager At-Risk for the New Public Health Center were advertised. The County received Qualification Statements from ten (10) firms. The Selection Committee met on February 14, 2008 to review the written responses and shortlist four (4) firms for interviews. The interviews were conducted on February 28, 2008 and the firm of Rentenbach Constructors, Inc., located in Greensboro, NC, was unanimously selected by the Committee to provide CM services for our project. Rentenbach's healthcare experience, strength of the proposed project team and excellent references were the main factors in their selection.

Given the aggressive schedule to develop a Guaranteed Maximum Price (GMP) no later than April 10, 2008, the following tasks have been undertaken by the project team (CM, Architect & Owner):

The project has been subdivided into nine (9) construction packages including:

- Site Work/Site Utilities
- Building Foundations
- Structural Steel
- General Trades
- Plumbing
- Mechanical
- Electrical
- Fire Protection
- IS Infrastructure

The CM has advertised for contractor qualifications. We are pre-qualifying contractors (sub-contractors to the CM) to bid on the construction packages. On March 6, 2008, the project team reviewed the contractors who have submitted their qualification statements to date. This process is on-going and should be completed no later than March 17, 2008.

Plans and specifications are being sent to those contractors who have been pre-qualified.

Bids will be received on April 3, 2008.

CM submits GMP to County by April 10, 2008.

# Public Health Center Project Costs

ITEM	COST	PROJECT BUDGET		PROJECT BUDGET
		NOVEMBER 2006	DIFFERENCE	OCTOBER 2007
GENERAL TRADES	\$9,917,000			
SITWORK	\$801,000			
FOUNDATIONS	\$328,400			
STRUCTURAL STEEL	\$1,984,670			
FIRE SUPPRESSION	\$325,100			
PLUMBING	\$780,272			
MECHANICAL	\$2,968,000			
ELECTRICAL	\$2,148,000			
IT CABLING	\$411,451			
IT SECURITY	\$226,659			
VALUE ENGINEERING DEDUCTS	-\$347,466			
<b>TOTAL OF SUBCONTRACTOR BIDS</b>	<b>\$19,543,086</b>			
CM GENERAL CONDITIONS	\$1,060,658			
EQUIPMENT	\$78,984			
CM FEES (4.5%)	\$930,723			
CM PRE-CONSTRUCTION SERVICES	\$20,000			
<b>TOTAL CM EXPENSES</b>	<b>\$2,090,365</b>			
<b>CM CONSTR. CONTINGENCY (2.85%)</b>	<b>\$556,978</b>			
<b>CM-at-Risk GMP</b>	<b>\$22,190,429</b>			
TESTING FEES	\$80,000			
SPECIAL INSPECTIONS: STRUCTURAL	\$50,000			
SPECIAL INSPECTIONS: HVAC	\$10,000			
TEMP UTILITIES & TAP FEES	\$150,000			
OWNER CONSTR CONTINGENCY (2.75%)	\$537,435			
<b>OWNER CONSTRUCTION EXPENSES</b>	<b>\$827,435</b>			
<b>TOTAL CONSTRUCTION COSTS</b>	<b>\$23,017,864</b>	<b>\$20,663,000</b>	<b>\$2,354,864</b>	<b>\$23,127,114</b>
<b>A/E FEES</b>	<b>\$1,471,000</b>	<b>\$1,471,000</b>	<b>\$0</b>	<b>\$1,471,000</b>
OTHER OWNER COSTS				
FURNISHINGS, FIXTURES & EQUIPMENT	\$1,250,000	\$1,250,000		\$541,760
MEDICAL EQUIPMENT	\$35,000			
IT EQUIPMENT: NETWORK	\$510,000			
IT EQUIPMENT: WORKSTATIONS	\$563,300			
IP PHONE SYSTEM & PAGING	\$600,000	\$2,000,000		\$2,000,000
<b>SUBTOTAL FF&amp;E</b>	<b>\$2,958,300</b>	<b>\$3,250,000</b>	<b>-\$291,700</b>	<b>\$2,541,760</b>
MOVING EXPENSES	\$100,000	\$100,000		\$100,000
SPECIALTY MOVING EXPENSES	\$15,000			
MOVE MANAGEMENT FEES	\$50,000	\$50,000		\$50,000
RELOCATE DENTAL EQUIPMENT	\$3,500			
RELOCATE BIO-TERRORISM ANTENNAE	\$2,015			
<b>SUBTOTAL MOVING EXPENSES</b>	<b>\$170,515</b>	<b>\$150,000</b>	<b>\$20,515</b>	<b>\$150,000</b>
<b>TOTAL PROJECT COSTS</b>	<b>\$27,617,679</b>	<b>\$25,534,000</b>	<b>\$2,083,679</b>	<b>\$27,289,874</b>

**\*\*THE FULL CONTENTS OF THIS ATTACHMENT (30 PAGES) ARE AVAILABLE FOR REVIEW  
IN THE COUNTY MANAGER'S OFFICE - ONLY THE COVER SHEET HAS BEEN COPIED\*\***

# AIA<sup>®</sup> Document A121<sup>™</sup> CMc – 2003 and AGC Document 565

**Standard Form of Agreement Between Owner and Construction Manager**  
*where the Construction Manager is Also the Constructor*

## AGREEMENT

made as of the 19th day of May in the year of Two Thousand and Eight  
*(In words, indicate day, month and year)*

**BETWEEN** the Owner:  
*(Name and address)*

County of Cumberland  
P.O. Box 1829  
Fayetteville, NC 28302

and the Construction Manager:  
*(Name and address)*

Rentenbach Constructors Incorporated  
1102 Greccade Street  
Greensboro, NC 27408

The Project is:  
*(Name, address and brief  
(Paragraphs deleted)  
description)* New Public Health Center  
1235 Ramsey Street  
Fayetteville, NC 28301

The Architect is:  
*(Name and address)*

Calloway Johnson Moore & West, PA  
119 Brookstown Avenue, Suite 100  
Winston-Salem, NC 27101

The Owner and Construction Manager agree as set forth below:

## ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The 1997 Edition of AIA Document A201, General Conditions of the Contract for Construction, is referred to herein. This Agreement requires modification if other general conditions are utilized.

Int.

AIA Document A121<sup>™</sup>CMc – 2003 and AGC Document 565. Copyright © 1991 and 2003 by The American Institute of Architects and The Associated General Contractors of America. All rights reserved. WARNING: This document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:05:35 on 05/13/2008 under Order No.1000355694\_1 which expires on 5/8/2009, and is not for resale.  
User Note:

(24542044)





DESCRIPTION	BID QUANTITY		UNIT PRICES			TOTALS			TOTAL COST	REMARKS
	QUANTITY	UNIT	LABOR	MATERIAL	SUB.	LABOR	MATERIAL	SUB		
<b>Bid Package No. 9 IT (Cabling)</b> Communications Support Services, Inc.	1	ls			\$411,450.75	\$0	\$0	\$411,451		
						\$0	\$0	\$0		
						\$0	\$0	\$0		
						\$0	\$0	\$0		
					TOTAL	\$0	\$0	\$411,451	\$411,451	\$411,451
<b>Bid Package No. 10 IT (Security)</b> Enterprise Security Systems	1	ls			\$226,659.10	\$0	\$0	\$226,659		
						\$0	\$0	\$0		
						\$0	\$0	\$0		
						\$0	\$0	\$0		
					TOTAL	\$0	\$0	\$226,659	\$226,659	\$226,659
					TOTAL	\$0	\$0	\$19,890,552	\$19,890,552	\$19,890,552

OK

OK

OK

JOB		Cumberland County Health Department		<b>RENTENBACH CONSTRUCTORS, INC.</b> 1102 GRECADE STREET GREENSBORO, NC -- (336)-333-2872 CONSTRUCTION COST GMP						BLDG. AREA		108000	
LOCATION		Fayetteville, NC								5/13/2008		1:16 PM	
ARCHITECT		Calloway Johnson Moore West, PA		Duration		Con. 17 months, 1 month for close out.							
DIV	COST CODE	DESCRIPTION	BID QUANTITY		UNIT PRICES			TOTALS			TOTAL COST	REMARKS	
			QUANTITY	UNIT	LABOR	MATERIAL	SUB.	LABOR	MATERIAL	SUB			
	01000	PROJECT MANAGER - Kevin Garland	9	month	0.00	0.00	9297.43	0	0	0	83677	83677	
	01010	PROJECT SUPERINTENDENT - Ben Mathison	18	month	0.00	0.00	6857.35	0	0	0	123432	123432	
	01020	FIELD SUPERINTENDENT - Aphonso Hall Builders, LLC	18	month			6694.46	0	0	0	120500	120500	
	01030	ASST FIELD SUPERINTENDENT - TBD	0	month	0.00	0.00	5870.55	0	0	0	0	0	
	01040	OTHER SUPERVISORS - NONE	0	WEEK				0	0	0	0	0	
	00007	SUPERINTENDENT FRINGES - Included Above	0	WEEK				0	0	0	0	0	
	01100	ASST PROJECT MANAGER- TBD - (On Site)	9	month			5870.55	0	0	0	52835	52835	
	01110	ENGINEERING AIDS MAIN OFFICE - See Fee	0	WEEK				0	0	0	0	0	
	01120	SECRETARIES MAIN OFFICE - See Fee	0	WEEK				0	0	0	0	0	
	01130	ON SITE CLERK	18	month	0.00	0.00	2771.00	0	0	0	49878	49878	
	01140	ACCOUNTING- MAIN OFFICE - See Fee	0	WEEK				0	0	0	0	0	
	01150	ENGINEER OR SURVEYOR - Allow	1	LSUM	0.00	0.00	5000.00	0	0	0	5000	5000	
	01170	COMPUTER TIME - SEE -1770	0	LSUM				0	0	0	0	0	
	01200	RELOCATION EXPENSE - NONE	1	LSUM	0.00	0.00	0.00	0	0	0	0	0	
	01210	PER DIEM EXPENSES (APM, Ben, Hall Bldrs Super)	194	WEEK			400.00	0	0	0	77600	77600	
	01220	TRAVEL EXPENSE OFFICE TRIPS	77	WEEK	0.00	0.00	100.00	0	0	0	7700	7700	
	01230	TRAVEL EXPENSE SUPERINTENDENT(S) TRIPS	194	WEEK	0.00	0.00	50.00	0	0	0	9700	9700	
	01240	EXPENSE ACCOUNTS - NONE	0	WEEK	0.00	0.00	0.00	0	0	0	0	0	
	01250	EXPENSE ACCOUNTS MEALS - NONE	0	LSUM				0	0	0	0	0	
	01300	PAYMENT AND PERFORMANCE BONDS - See Summary	0	LSUM				0	0	0	0	0	
	01310	BUILDERS RISK INSURANCE - See Summary	1	LSUM			21303	0	0	0	21303	21303	
	01320	OWNER'S LIABILITY INSURANCE - See Summary (.47%)	0	LSUM	0.00	0.00	0.00	0	0	0	0	0	
	01330	SPECIAL INSURANCE NONE	0	LSUM				0	0	0	0	0	
	01340	BUILDING PERMIT- See Summary	0	LSUM				0	0	0	0	0	
	01350	PLAN REVIEW FEE - COW	0	LSUM				0	0	0	0	0	
	01360	BUSINESS LICENSE- NC	0	LSUM				0	0	0	0	0	
	01370	CITY GENERAL CONTRACTORS LICENSE - NC	0	LSUM				0	0	0	0	0	
	01380	SPECIAL PERMITS - COW	0	LSUM				0	0	0	0	0	
	01390	LEGAL FEES - NA	0	LSUM				0	0	0	0	0	
	01400	FINAL ELECTRICAL CONSUMPTION - COW	0	LSUM				0	0	0	0	0	
	01410	ELECTRICAL CONSUMPTION FOR RCI FIELD OFFICE	18	MTH			210.00	0	0	0	3780	3780	
	01420	TEMPORARY HEAT - COW	0	MTH	0.00	0.00	0.00	0	0	0	0	0	
	01430	TEMPORARY WATER- COW, RCI WATER OFFICE USE	18	MTH			50.00	0	0	0	900	900	
	01440	TEMPORARY TOILETS	18	MTH	0.00	0.00	500.00	0	0	0	9000	9000	
	01450	TEMPORARY PHONE SERVICE RCI Field Office	18	MTH	0.00	0.00	600.00	0	0	0	10800	10800	
	01451	NEXTEL/CELL PHONE [TOTAL OF 5]	18	MTH	0.00	0.00	375.00	0	0	0	6750	6750	
	01460	WATER, ICE, AND PAPER CUPS - RCI ONLY	18	MTH	0.00	0.00	20.00	0	0	0	360	360	
	01500	FIELD OFFICE SETUP AND REMOVE	1	LSUM	0.00	0.00	5390.00	0	0	0	5390	5390	
	01510	FIELD OFFICE FURNITURE AND EQUIPMENT	1	LSUM			1400.00	0	0	0	1400	1400	
	01520	FIELD OFFICE SUPPLIES	18	MTH	0.00	0.00	150.00	0	0	0	2700	2700	
	01530	FILED OFFICE POSTAGE AND SHIPPING	18	WEEK	0.00	0.00	250.00	0	0	0	4500	4500	
	01531	HOME OFFICE POSTAGE - See Fee		LSUM				0	0	0	0	0	
	01540	PROGRESS PHOTOGRAPHS	1	LSUM	0.00	0.00	900.00	0	0	0	900	900	
	01541	PROJ REC / MNTCE DOCS - COW, RCI PORTION ONLY	1	LSUM	0.00	0.00	1500.00	0	0	0	1500	1500	
	01550	DRAWINGS DEPOSIT - COW		LSUM				0	0	0	0	0	
	01560	DRAWINGS AND SPEC CHARGES - COW	1	LSUM	0.00	0.00	2500.00	0	0	0	2500	2500	
	01570	SHOP DRAWING PRINTING - COW & ALLOW	1	LSUM	0.00	0.00	5000.00	0	0	0	5000	5000	
	01580	AS-BUILD DRAWING COST - COW & ALLOW	1	LSUM	0.00	0.00	500.00	0	0	0	500	500	
	01590	CPM SCHEDULING - Allow	1	LSUM			45000.00	0	0	0	45000	45000	
	01610	TOOL HOUSE SETUP AND REMOVAL	0	LSUM	0.00	0.00	0.00	0	0	0	0	0	
	01620	JOB SIGN RCI ONLY	1	LSUM	0.00	0.00	625.00	0	0	0	625	625	
	01630	TRAFFIC CONTROL - COW - BID PACKAGE 2	0	LSUM	0.00	0.00	0.00	0	0	0	0	0	
	01640	ACCESS ROADS / PARKING - COW - BID PACKAGE 2	0	LSUM	0.00	0.00	0.00	0	0	0	0	0	
	01650	TEMPORARY FENCING - COW - BID PACKAGE 2	0	LSUM	0.00	0.00	0.00	0	0	0	0	0	



EXHIBIT "C"

CUMBERLAND COUNTY  
DEPARTMENT OF PUBLIC HEALTH  
FAYETTEVILLE, NORTH CAROLINA

CONSTRUCTION DOCUMENTS - DRAWINGS  
2/29/2008

DWG NO.	DWG DATE	RCI REC'D DATE	DRAWING TITLE
<b>ARCHITECTURAL</b>			
			COVER SHEET
A0.01	2/29/2008	2/29/08	BUILDING DATA
A0.02	2/29/2008	2/29/08	PARTITION TYPES
A0.03	2/29/2008	2/29/08	UL LISTINGS
A0.04	2/29/2008	2/29/08	UL LISTINGS
A1.01	2/29/2008	2/29/08	1ST FLOOR LIFE SAFETY
A1.02	2/29/2008	2/29/08	2ND FLOOR LIFE SAFETY PLAN
A1.03	2/29/2008	2/29/08	3RD FLOOR LIFE SAFETY PLAN
<b>CIVIL</b>			
C1.01	2/29/2008	2/29/08	EXISTING CONDITIONS SURVEY
C2.01	2/29/2008	2/29/08	DEMOLITION PLAN
C3.01	2/29/2008	2/29/08	SITE PLAN
C4.01	2/29/2008	2/29/08	GRADING, DRAINAGE, & EROSION CONTROL PLAN
C5.01	2/29/2008	2/29/08	OVERALL UTILITY PLAN
C5.02	2/29/2008	2/29/08	UTILITY PLAN (FIRE LINE ONE)
C5.03	2/29/2008	2/29/08	UTILITY PLAN (FIRE LINE TWO)
C6.01	2/29/2008	2/29/08	DETAILS
C6.02	2/29/2008	2/29/08	DETAILS
C6.03	2/29/2008	2/29/08	DETAILS
C6.04	2/29/2008	2/29/08	DETAILS
C6.05	2/29/2008	2/29/08	DETAILS
<b>LANDSCAPE ARCHITECTURE</b>			
L1.01	2/29/2008	2/29/08	LANDSCAPE PLAN
<b>ARCHITECTURAL</b>			
A2.01	2/29/2008	2/29/2008	1ST FLOOR PLAN
A2.02	2/29/2008	2/29/2008	2ND FLOOR PLAN
A2.03	2/29/2008	2/29/2008	3RD FLOOR PLAN
A2.04	2/29/2008	2/29/2008	ROOF PLAN
A2.05	2/29/2008	2/29/2008	CANOPY PLANS
A2.06	2/29/2008	2/29/2008	1ST FLOOR RCP
A2.07	2/29/2008	2/29/2008	2ND FLOOR RCP
A2.08	2/29/2008	2/29/2008	3RD FLOOR & CLERESTORY RCP
A2.09	2/29/2008	2/29/2008	RCP DETAILS
A3.01	2/29/2008	2/29/2008	DOOR SCHEDULE
A3.02	2/29/2008	2/29/2008	DOOR SCHEDULE
A3.03	2/29/2008	2/29/2008	DOOR & FRAME TYPES & DETAILS
A3.04	2/29/2008	2/29/2008	SPECIALTY DOOR DETAILS
A3.05	2/29/2008	2/29/2008	WINDOW & LOUVER TYPES
A3.06	2/29/2008	2/29/2008	WINDOW & LOUVER DETAILS
A3.07	2/29/2008	2/29/2008	FINISH SCHEDULE
A3.08	2/29/2008	2/29/2008	FINISH SCHEDULE
A4.01	2/29/2008	2/29/2008	ENLARGED PLANS
A4.02	2/29/2008	2/29/2008	ENLARGED PLANS
A4.03	2/29/2008	2/29/2008	ENLARGED PLANS
A4.04	2/29/2008	2/29/2008	ENLARGED PLANS
A4.05	2/29/2008	2/29/2008	ENLARGED PLANS
A4.06	2/29/2008	2/29/2008	ENLARGED PLANS

DWG NO.	DWG DATE	RCI REC'D DATE	DRAWING TITLE
A4.07	2/29/2008	2/29/2008	ENLARGED PLAN
A4.08	2/29/2008	2/29/2008	ENLARGED PLAN
A4.09	2/29/2008	2/29/2008	ENLARGED PLAN
A4.10	2/29/2008	2/29/2008	ENLARGED PLAN
A4.11	2/29/2008	2/29/2008	ENLARGED PLAN
A4.12	2/29/2008	2/29/2008	ENLARGED PLAN
A4.13	2/29/2008	2/29/2008	ENLARGED PLANS
A4.14	2/29/2008	2/29/2008	ENLARGED PLANS
A4.15	2/29/2008	2/29/2008	ENLARGED PLANS
A4.16	2/29/2008	2/29/2008	ENLARGED PLANS
A4.17	2/29/2008	2/29/2008	ENLARGED PLANS
A4.18	2/29/2008	2/29/2008	ENLARGED PLANS
A5.01	2/29/2008	2/29/2008	NORTH & SOUTH ELEVATIONS
A5.02	2/29/2008	2/29/2008	EAST & WEST ELEVATIONS
A5.03	2/29/2008	2/29/2008	CANOPY ELEVATIONS
A6.01	2/29/2008	2/29/2008	WALL SECTIONS
A6.02	2/29/2008	2/29/2008	WALL SECTIONS
A6.03	2/29/2008	2/29/2008	WALL SECTIONS
A6.04	2/29/2008	2/29/2008	WALL SECTIONS
A6.05	2/29/2008	2/29/2008	WALL SECTIONS & DETAILS
A6.06	2/29/2008	2/29/2008	SECTION DETAILS
A6.07	2/29/2008	2/29/2008	SECTION DETAILS
A6.08	2/29/2008	2/29/2008	SECTION DETAILS
A6.09	2/29/2008	2/29/2008	SECTION DETAILS
A6.10	2/29/2008	2/29/2008	SECTION DETAILS
A6.11	2/29/2008	2/29/2008	CANOPY SECTIONS & DETAILS
A7.01	2/29/2008	2/29/2008	STAIR PLANS & SECTIONS
A7.02	2/29/2008	2/29/2008	STAIR & ELEVATOR PLANS & SECTS
A7.03	2/29/2008	2/29/2008	STAIR DETAILS
A7.04	2/29/2008	2/29/2008	RAMP ELEVATIONS & DETAILS
A8.01	2/29/2008	2/29/2008	MILLWORK ELEVATIONS-WIC
A8.02	2/29/2008	2/29/2008	MILLWORK ELEVATIONS-PEDS/MR
A8.03	2/29/2008	2/29/2008	MILLWORK ELEVATIONS
A8.04	2/29/2008	2/29/2008	MILLWORK ELEVATIONS-SHARED
A8.05	2/29/2008	2/29/2008	MILLWORK ELEVATIONS ES
A8.06	2/29/2008	2/29/2008	MILLWORK ELEVATIONS-EPI/WMN'S
A8.07	2/29/2008	2/29/2008	MILLWORK ELEVATIONS-ADULT
A8.08	2/29/2008	2/29/2008	MILLWORK ELEVATIONS
A8.09	2/29/2008	2/29/2008	MILLWORK DETAILS
A8.10	2/29/2008	2/29/2008	MILLWORK DETAILS
A9.01	2/29/2008	2/29/2008	PLAN DETAILS
A9.02	2/29/2008	2/29/2008	PLAN DETAILS
I2.02.1	2/29/2008	2/29/2008	FIRST FLOOR
I2.02.2	2/29/2008	2/29/2008	SECOND FLOOR
I2.03.3	2/29/2008	2/29/2008	SECOND FLOOR-WALL FINISH PI.
I2.04	2/29/2008	2/29/2008	INTERIOR ELEVATIONS
I2.05	2/29/2008	2/29/2008	EQUIPMENT SCHEDULE
<b>STRUCTURAL</b>			
S1.00	2/29/2008	2/29/2008	SCHEDULE OF SPECIAL INSPECTIONS
S1.01	2/29/2008	2/29/2008	TYPICAL DETAILS
S1.02	2/29/2008	2/29/2008	GENERAL NOTES
S1.03	2/29/2008	2/29/2008	SLAB-ON-GRADE CONTROL JOINT PLAN
S2.00	2/29/2008	2/29/2008	FOUNDATION PLAN
S2.01	2/29/2008	2/29/2008	2ND FLOOR AND LOW ROOF FRAMING PLAN
S2.02	2/29/2008	2/29/2008	3RD FLOOR AND LOW ROOF FRAMING PLAN
S2.03	2/29/2008	2/29/2008	HIGH ROOF FRAMING PLAN
S3.00	2/29/2008	2/29/2008	PIER PLANS AND FOUNDATION SECTIONS
S4.00	2/29/2008	2/29/2008	FLOOR FRAMING SECTIONS
S5.00	2/29/2008	2/29/2008	ROOF FRAMING SECTIONS
S6.00	2/29/2008	2/29/2008	BRACING ELEVATIONS

DWG NO.	DWG DATE	RCI REC'D DATE	DRAWING TITLE
<b>PLUMBING</b>			
P0.01	2/29/2008	2/29/2008	PLUMBING SYMBOLS AND ABBREVIATIONS
P1.01	2/29/2008	2/29/2008	1ST FLOOR PLUMBING DOMESTIC WATER PLAN
P1.02	2/29/2008	2/29/2008	1ST FLOOR PLUMBING DOMESTIC WATER PLAN
P1.03	2/29/2008	2/29/2008	2ND FLOOR PLUMBING DOMESTIC WATER PLAN
P1.04	2/29/2008	2/29/2008	2ND FLOOR PLUMBING DOMESTIC WATER PLAN
P1.05	2/29/2008	2/29/2008	3RD FLOOR PLUMBING DOMESTIC WATER PLAN
P1.06	2/29/2008	2/29/2008	3RD FLOOR PLUMBING DOMESTIC WATER PLAN
P2.01	2/29/2008	2/29/2008	1ST FLOOR PLUMBING WASTE AND VENT PLAN
P2.02	2/29/2008	2/29/2008	1ST FLOOR PLUMBING WASTE AND VENT PLAN
P2.03	2/29/2008	2/29/2008	2ND FLOOR PLUMBING WASTE AND VENT PLAN
P2.04	2/29/2008	2/29/2008	2ND FLOOR PLUMBING WASTE AND VENT PLAN
P2.05	2/29/2008	2/29/2008	3RD FLOOR PLUMBING WASTE AND VENT PLAN
P2.06	2/29/2008	2/29/2008	3RD FLOOR PLUMBING WASTE AND VENT PLAN
P3.01	2/29/2008	2/29/2008	PLUMBING ROOF PLAN
P4.01	2/29/2008	2/29/2008	PLUMBING RISERS
P4.02	2/29/2008	2/29/2008	PLUMBING RISERS
P5.01	2/29/2008	2/29/2008	PLUMBING DETAILS
P5.02	2/29/2008	2/29/2008	PLUMBING DETAILS
P6.01	2/29/2008	2/29/2008	PLUMBING FIXTURE SCHEDULES
<b>FIRE PROTECTION</b>			
FP0.01	2/29/2008	2/29/2008	FIRE PROTECTION SYMBOLS AND ABBREVIATIONS
FP1.01	2/29/2008	2/29/2008	1ST FLOOR PROTECTION PLAN
FP1.02	2/29/2008	2/29/2008	1ST FLOOR PROTECTION PLAN
FP1.03	2/29/2008	2/29/2008	2ND FLOOR PROTECTION PLAN
FP1.04	2/29/2008	2/29/2008	2ND FLOOR PROTECTION PLAN
FP1.05	2/29/2008	2/29/2008	3RD FLOOR PROTECTION PLAN
FP1.06	2/29/2008	2/29/2008	3RD FLOOR PROTECTION PLAN
FP1.08	2/29/2008	2/29/2008	FIRE PROTECTION ROOF PLAN
FP2.01	2/29/2008	2/29/2008	FIRE PROTECTION DETAILS
<b>MECHANICAL</b>			
H0.01	2/29/2008	2/29/2008	MECHANICAL SYMBOLS AND ABBREVIATIONS
H1.01	2/29/2008	2/29/2008	MECHANICAL SITE PLAN
H2.01	2/29/2008	2/29/2008	1ST FLOOR DUCTWORK PLAN
H2.02	2/29/2008	2/29/2008	1ST FLOOR DUCTWORK PLAN
H2.03	2/29/2008	2/29/2008	2ND FLOOR DUCTWORK PLAN
H2.04	2/29/2008	2/29/2008	2ND FLOOR DUCTWORK PLAN
H2.05	2/29/2008	2/29/2008	3RD FLOOR DUCTWORK PLAN
H2.06	2/29/2008	2/29/2008	3RD FLOOR DUCTWORK PLAN
H2.07	2/29/2008	2/29/2008	HVAC ROOF PLAN
H2.08	2/29/2008	2/29/2008	HVAC ROOF PLAN
H3.01	2/29/2008	2/29/2008	1ST FLOOR PIPING PLAN
H3.02	2/29/2008	2/29/2008	1ST FLOOR PIPING PLAN
H3.03	2/29/2008	2/29/2008	2ND FLOOR PIPING PLAN
H3.04	2/29/2008	2/29/2008	2ND FLOOR PIPING PLAN
H3.05	2/29/2008	2/29/2008	3RD FLOOR PIPING PLAN
H3.06	2/29/2008	2/29/2008	3RD FLOOR PIPING PLAN
H4.01	2/29/2008	2/29/2008	ENLARGED 1ST FLOOR MAIN MECHANICAL ROOM 1822
H4.02	2/29/2008	2/29/2008	ENLARGED 3RD FLOOR MECHANICAL PLAN
H5.01	2/29/2008	2/29/2008	CONTROLS
H5.02	2/29/2008	2/29/2008	CONTROLS
H5.03	2/29/2008	2/29/2008	FLOW DIAGRAMS
H6.01	2/29/2008	2/29/2008	SCHEDULES
H6.02	2/29/2008	2/29/2008	SCHEDULES
H7.01	2/29/2008	2/29/2008	DETAILS
H7.02	2/29/2008	2/29/2008	DETAILS
H7.03	2/29/2008	2/29/2008	DETAILS
H7.04	2/29/2008	2/29/2008	DETAILS

DWG NO.	DWG DATE	RCI REC'D DATE	DRAWING TITLE
<b>ELECTRICAL</b>			
E0.01	2/29/2008	2/29/2008	ELECTRICAL LEGEND, NOTES & ABBREVIATIONS
E0.02	2/29/2008	2/29/2008	POWER RISER DIAGRAM
E0.03	2/29/2008	2/29/2008	SPECIAL SYSTEMS RISER DIAGRAMS
E1.01	2/29/2008	2/29/2008	ELECTRICAL SITE PLAN
E2.01A	2/29/2008	2/29/2008	FIRST FLOOR PLAN-PART A-LIGHTING
E2.01B	2/29/2008	2/29/2008	FIRST FLOOR PLAN-PART B-LIGHTING
E2.02A	2/29/2008	2/29/2008	SECOND FLOOR PLAN-PART A-LIGHTING
E2.02B	2/29/2008	2/29/2008	SECOND FLOOR PLAN-PART B-LIGHTING
E2.03A	2/29/2008	2/29/2008	THIRD FLOOR PLAN-PART A-LIGHTING
E2.03B	2/29/2008	2/29/2008	THIRD FLOOR PLAN-PART B-LIGHTING
E2.04	2/29/2008	2/29/2008	ROOF PLAN -LIGHTING
E3.01A	2/29/2008	2/29/2008	FIRST FLOOR PLAN-PART A-POWER
E3.01B	2/29/2008	2/29/2008	FIRST FLOOR PLAN-PART B-POWER
E3.02A	2/29/2008	2/29/2008	SECOND FLOOR PLAN-PART A-POWER
E3.02B	2/29/2008	2/29/2008	SECOND FLOOR PLAN-PART B-POWER
E3.03A	2/29/2008	2/29/2008	THIRD FLOOR PLAN-PART A-POWER
E3.03B	2/29/2008	2/29/2008	THIRD FLOOR PLAN-PART B-POWER
E3.04	2/29/2008	2/29/2008	ROOF PLAN-POWER
E4.01A	2/29/2008	2/29/2008	FIRST FLOOR PLAN-PART A-SPECIAL SYSTEMS
E4.01B	2/29/2008	2/29/2008	FIRST FLOOR PLAN-PART B-SPECIAL SYSTEMS
E4.02A	2/29/2008	2/29/2008	SECOND FLOOR PLAN-PART A-SPECIAL SYSTEMS
E4.02B	2/29/2008	2/29/2008	SECOND FLOOR PLAN-PART B-SPECIAL SYSTEMS
E4.03A	2/29/2008	2/29/2008	THIRD FLOOR PLAN-PART A-SPECIAL SYSTEMS
E4.03B	2/29/2008	2/29/2008	THIRD FLOOR PLAN-PART B-SPECIAL SYSTEMS
E4.04	2/29/2008	2/29/2008	ROOF PLAN-SPECIAL SYSTEMS
E5.01	2/29/2008	2/29/2008	ELECTRICAL DETAILS 1
E5.02	2/29/2008	2/29/2008	ELECTRICAL DETAILS 2
E6.01	2/29/2008	2/29/2008	ELECTRICAL PANEL SCHEDULES 1
E6.02	2/29/2008	2/29/2008	ELECTRICAL PANEL SCHEDULES 2
E6.03	2/29/2008	2/29/2008	ELECTRICAL PANEL SCHEDULES 3
E7.01	2/29/2008	2/29/2008	LUMINAIRE SCHEDULE
<b>IT</b>			
T1.01	2/29/2008	2/29/2008	TECHNOLOGY SYSTEMS COVER AND NOTES
T1.02	2/29/2008	2/29/2008	TECHNOLOGY SYSTEMS LEGENDS AND NOTES
T1.03	2/29/2008	2/29/2008	TECHNOLOGY SYSTEMS RESPONSIBILITY MATRIX
T1.04	2/29/2008	2/29/2008	TECHNOLOGY SYSTEMS SECURITY DOOR & CAMERA SCHEDULES
T1.05	2/29/2008	2/29/2008	TECHNOLOGY SYSTEMS DETAILS
T1.06	2/29/2008	2/29/2008	TECHNOLOGY SYSTEMS DETAILS
T1.07	2/29/2008	2/29/2008	TECHNOLOGY SYSTEMS DETAILS
T1.08	2/29/2008	2/29/2008	SECURITY SYSTEMS DOOR DETAILS
T1.09	2/29/2008	2/29/2008	SECURITY SYSTEMS DETAILS
T1.10	2/29/2008	2/29/2008	SECURITY SYSTEMS DETAILS
T2.00	2/29/2008	2/29/2008	TECHNOLOGY SYSTEMS SITE PLAN
T2.01A	2/29/2008	2/29/2008	TECHNOLOGY SYSTEMS FIRST FLOOR-PART-A
T2.01B	2/29/2008	2/29/2008	TECHNOLOGY SYSTEMS FIRST FLOOR-PART-B
T2.02A	2/29/2008	2/29/2008	TECHNOLOGY SYSTEMS SECOND FLOOR-PART-A
T2.02B	2/29/2008	2/29/2008	TECHNOLOGY SYSTEMS SECOND FLOOR-PART-B
T2.03A	2/29/2008	2/29/2008	TECHNOLOGY SYSTEMS THIRD FLOOR-PART-A
T2.03B	2/29/2008	2/29/2008	TECHNOLOGY SYSTEMS THIRD FLOOR-PART-B
T3.01	2/29/2008	2/29/2008	TECHNOLOGY SYSTEMS ENLARGED ROOM PLANS
T3.02	2/29/2008	2/29/2008	TECHNOLOGY SYSTEMS ENLARGED ROOM PLANS
T4.01	2/29/2008	2/29/2008	TECHNOLOGY SYSTEMS RISER DIAGRAMS
T4.02	2/29/2008	2/29/2008	TECHNOLOGY SYSTEMS RISER DIAGRAMS
T4.03	2/29/2008	2/29/2008	SECURITY SYSTEMS ONLINE DIAGRAM
T5.01	2/29/2008	2/29/2008	TECHNOLOGY SYSTEMS ELECTRICAL COORDINATION
T5.02	2/29/2008	2/29/2008	TECHNOLOGY SYSTEMS ELECTRICAL COORDINATION

EXHIBIT "C"

CUMBERLAND COUNTY  
DEPARTMENT OF PUBLIC HEALTH  
FAYETTEVILLE, NORTH CAROLINA

CONSTRUCTION DOCUMENTS - SPECIFICATIONS

2/29/2008

<u>ADDENDA</u>	<u>SPEC</u>	<u>SPEC</u>	<u>RCI</u>	<u>SPECIFICATION SECTION</u>
	<u>SECTION</u>	<u>DATE</u>	<u>REC'D</u>	<u>TITLE</u>
			<u>DATE</u>	
<b>DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS</b>				
	00 01 01	2/29/2008	2/29/2008	PROJECT TITLE PAGE
	00 01 07 *	2/29/2008	2/29/2008	SEALS PAGE
	00 01 10 *	2/29/2008	2/29/2008	TABLE OF CONTENTS
	00 31 32	2/29/2008	2/29/2008	GEOTECHNICAL DATA
<b>DIVISION 1 - GENERAL REQUIREMENTS</b>				
	01 10 00 *	2/29/2008	2/29/2008	SUMMARY
	01 23 00 *	2/29/2008	2/29/2008	ALTERNATES
	01 31 00 *	2/29/2008	2/29/2008	PROJECT MANAGEMENT AND COORDINATION
	01 33 00 *	2/29/2008	2/29/2008	SUBMITTAL PROCEDURES
	01 33 01 *	2/29/2008	2/29/2008	ELECTRONIC MEDIA RELEASE WAIVER
	01 40 00 *	2/29/2008	2/29/2008	QUALITY REQUIREMENTS
	01 60 00 *	2/29/2008	2/29/2008	PRODUCT REQUIREMENTS
	01 73 00 *	2/29/2008	2/29/2008	EXECUTION
	01 73 29 *	2/29/2008	2/29/2008	CUTTING AND PATCHING
	01 77 00 *	2/29/2008	2/29/2008	CLOSEOUT PROCEDURES
	01 79 00 *	2/29/2008	2/29/2008	DEMONSTRATION AND TRAINING
<b>DIVISION 2 - EXISTING CONDITIONS</b>				
	02 41 20	2/29/2008	2/29/2008	SELECTIVE DEMOLITION
<b>DIVISION 3 - CAST-IN-PLACE CONCRETE</b>				
	03 30 00	2/29/2008	2/29/2008	CONCRETE TESTING
<b>DIVISION 4 - MASONRY</b>				
	04 20 00	2/29/2008	2/29/2008	UNIT MASONRY
<b>DIVISION 5 - METALS</b>				
	05 12 00	2/29/2008	2/29/2008	STRUCTURAL STEEL FRAMING
	05 21 00	2/29/2008	2/29/2008	STEEL JOIST FRAMING
	05 31 00	2/29/2008	2/29/2008	STEEL DECKING
	05 50 00	2/29/2008	2/29/2008	METAL FABRICATIONS
	05 51 00	2/29/2008	2/29/2008	METAL STAIRS
	05 51 13	2/29/2008	2/29/2008	PIPE AND TUBE RAILINGS
	05 73 00	2/29/2008	2/29/2008	DECORATIVE METAL RAILINGS
	05 75 00	2/29/2008	2/29/2008	DECORATIVE FORMED METAL
<b>DIVISION 6 - WOOD, PLASTICS, AND COMPOSITES</b>				
	06 10 00	2/29/2008	2/29/2008	ROUGH CARPENTRY
	06 16 00	2/29/2008	2/29/2008	SHEATHING
	06 40 23	2/29/2008	2/29/2008	INTERIOR ARCHITECTURAL WOODWORK
<b>DIVISION 7 - THERMAL AND MOISTURE PROTECTION</b>				
	07 11 13	2/29/2008	2/29/2008	BITUMINOUS DAMPPROOFING
	07 21 00	2/29/2008	2/29/2008	THERMAL INSULATION
	07 42 16	2/29/2008	2/29/2008	INSULATED-CORE METAL WALL PANELS
	07 52 16	2/29/2008	2/29/2008	SBS MODIFIED BITUMINOUS MEMBRANE ROOFING
	07 61 00	2/29/2008	2/29/2008	SHEET METAL ROOFING
	07 62 00	2/29/2008	2/29/2008	SHEET METAL FLASHING AND TRIM
	07 72 00	2/29/2008	2/29/2008	ROOF ACCESSORIES
	07 84 13	2/29/2008	2/29/2008	PENETRATION FIRESTOPPING
	07 92 00	2/29/2008	2/29/2008	JOINT SEALANTS

ADDENDA	SPEC SECTION	SPEC DATE	RCI REC'D DATE	SPECIFICATION SECTION TITLE
<b>DIVISION 8 - OPENINGS</b>				
	08 11 13	2/29/2008	2/29/2008	HOLLOW METALS DOORS AND FRAMES
	08 14 16	2/29/2008	2/29/2008	FLUSH WOOD DOORS
	08 31 13	2/29/2008	2/29/2008	ACCESS DOORS AND FRAMES
	08 33 23	2/29/2008	2/29/2008	OVERHEAD COILING DOORS
	08 33 36	2/29/2008	2/29/2008	SIDE COILING GRILLES
	08 41 13	2/29/2008	2/29/2008	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS
	08 42 29	2/29/2008	2/29/2008	AUTOMATIC ENTRANCES
	08 44 13	2/29/2008	2/29/2008	GLAZED ALUMINUM CURTAIN WALLS
	08 51 13	2/29/2008	2/29/2008	ALUMINUM WINDOWS
	08 71 00	2/29/2008	2/29/2008	DOOR HARDWARE
	08 80 00	2/29/2008	2/29/2008	GLAZING
	08 83 00	2/29/2008	2/29/2008	MIRRORS
	08 84 16	2/29/2008	2/29/2008	TRANSLUCENT POLYCARBONATE PANELS
	08 90 00	2/29/2008	2/29/2008	LOUVERS AND VENTS
<b>DIVISION 9 - FINISHES</b>				
	09 22 16 *	2/29/2008	2/29/2008	NON-STRUCTURAL METAL FRAMING
	09 29 00	2/29/2008	2/29/2008	GYPSUM BOARD
	09 30 00 *	2/29/2008	2/29/2008	TILING
	09 51 13 *	2/29/2008	2/29/2008	ACOUSTICAL PANEL CEILINGS
	09 65 00 *	2/29/2008	2/29/2008	RESILIENT FLOORING
	09 65 13 *	2/29/2008	2/29/2008	RESILIENT BASE AND ACCESSORIES
	09 68 00 *	2/29/2008	2/29/2008	CARPETING
	09 84 13 *	2/29/2008	2/29/2008	FIXED SOUND ABSORPTIVE PANELS
	09 91 00	2/29/2008	2/29/2008	PAINTING
<b>DIVISION 10 - SPECIALTIES</b>				
	10 11 00	2/29/2008	2/29/2008	VISUAL DISPLAY SURFACES
	10 14 00	2/29/2008	2/29/2008	SIGNAGE- TO BE ISSUED AS PART OF ADDENDUM
	10 21 13	2/29/2008	2/29/2008	TOILET COMPARTMENTS
	10 22 26	2/29/2008	2/29/2008	OPERABLE PARTITIONS
	10 26 00	2/29/2008	2/29/2008	WALL AND DOOR PROTECTION
	10 28 00	2/29/2008	2/29/2008	TOILET, BATH AND LAUNDRY ACCESSORIES
	10 44 00	2/29/2008	2/29/2008	FIRE PROTECTION SPECIALTIES
	10 51 13	2/29/2008	2/29/2008	METAL LOCKERS
	10 55 00	2/29/2008	2/29/2008	POSTAL SPECIALTIES
	10 56 13	2/29/2008	2/29/2008	METAL STORAGE SHELVING
	10 57 23	2/29/2008	2/29/2008	CLOSET AND UTILITY SHELVING
	10 71 13	2/29/2008	2/29/2008	EXTERIOR SUN CONTROL DEVICES
<b>DIVISION 11 - EQUIPMENT</b>				
	11 13 00	2/29/2008	2/29/2008	LOADING DOCK EQUIPMENT
	11 31 00	2/29/2008	2/29/2008	RESIDENTIAL APPLIANCES
	11 52 13	2/29/2008	2/29/2008	PROJECTION SCREENS
<b>DIVISION 12- FURNISHINGS</b>				
	12 21 13	2/29/2008	2/29/2008	HORIZONTAL LOUVER BLINDS
	12 24 13 *	2/29/2008	2/29/2008	ROLLER WINDOW SHADES
	12 48 13	2/29/2008	2/29/2008	ENTRANCE FLOOR MATS AND FRAMES
<b>DIVISION 13- SPECIAL CONSTRUCTION</b>				
	13 70 00	2/29/2008	2/29/2008	BALLISTIC RESISTANT PROTECTION
<b>DIVISION 14- CONVEYING EQUIPMENT</b>				
	14 24 00	2/29/2008	2/29/2008	HYDRAULIC ELEVATORS
	14 92 00	2/29/2008	2/29/2008	PNEUMATIC TUBES

ADDENDA	SPEC SECTION	SPEC DATE	RCI REC'D DATE	SPECIFICATION SECTION TITLE
<b>DIVISION 21- FIRE SUPPRESSION</b>				
	21 05 00	2/29/2008	2/29/2008	COMMON WORK RESULTS FOR FIRE SUPPRESSION
	21 05 16	2/29/2008	2/29/2008	EXPANSION FITTINGS AND LOOPS FOR FIRE-SUPPRESSION PIPING
	21 05 48	2/29/2008	2/29/2008	VIBRATION AND SEISMIC CONTROL FOR FIRE PROTECTION PIPING AND EQUIPMENT
	21 12 00	2/29/2008	2/29/2008	FIRE-SUPPRESSION STANDPIPES
	21 13 13	2/29/2008	2/29/2008	WET-PIPE SPRINKLER SYSTEMS
<b>DIVISION 22- PLUMBING</b>				
	22 05 13	2/29/2008	2/29/2008	COMMON MOTOR REQUIREMENTS FOR PLUMBING EQUIPMENT
	22 05 23	2/29/2008	2/29/2008	GENERAL-DUTY VALVES FOR PLUMBING PIPING
	22 05 29	2/29/2008	2/29/2008	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT
	22 05 48 *	2/29/2008	2/29/2008	VIBRATION AND SEISMIC CONTROL FOR PLUMBING AND EQUIPMENT
	22 05 53	2/29/2008	2/29/2008	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT
	22 07 00	2/29/2008	2/29/2008	PLUMBING INSULATION
	22 11 00	2/29/2008	2/29/2008	FACILITY WATER DISTRIBUTION
	22 13 00	2/29/2008	2/29/2008	FACILITY SANITARY SEWAGE
	22 14 00	2/29/2008	2/29/2008	FACILITY STORM DRAINAGE
	22 34 00	2/29/2008	2/29/2008	FUEL FIRED DOMESTIC WATER HEATERS
	22 40 00	2/29/2008	2/29/2008	PLUMBING FIXTURES
<b>DIVISION 23- HEATING,VENTILATING AND AIR CONDITIONING</b>				
	23 05 03	2/29/2008	2/29/2008	PIPES AND TUBES FOR HVAC PIPING AND EQUIPMENT
	23 05 13	2/29/2008	2/29/2008	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT
	23 05 16	2/29/2008	2/29/2008	EXPANSION FITTINGS AND LOOPS FOR HVAC PIPING
	23 05 23	2/29/2008	2/29/2008	GENERAL-DUTY VALVES FOR HVAC PIPING
	23 05 29	2/29/2008	2/29/2008	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT
	23 05 48	2/29/2008	2/29/2008	VIBRATION AND SEISMIC CONTROLS FOR HVAC PIPING AND EQUIPMENT
	23 05 53	2/29/2008	2/29/2008	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT
	23 05 93	2/29/2008	2/29/2008	TESTING, ADJUSTING AND BALANCING FOR HVAC
	23 07 00	2/29/2008	2/29/2008	HVAC INSULATION
	23 09 23	2/29/2008	2/29/2008	DIRECT-DIGITAL CONTROL SYSTEM FOR HVAC
	23 21 16	2/29/2008	2/29/2008	HYDRONIC PIPING SPECIALTIES
	23 21 23	2/29/2008	2/29/2008	HYDRONIC PUMPS
	23 23 00	2/29/2008	2/29/2008	REFRIGERANT PIPING
	23 25 00	2/29/2008	2/29/2008	HVAC WATER TREATMENT
	23 31 00	2/29/2008	2/29/2008	HVAC DUCTS AND CASINGS
	23 33 00	2/29/2008	2/29/2008	AIR DUCT ACCESSORIES
	23 34 00	2/29/2008	2/29/2008	HVAC FANS
	23 36 00	2/29/2008	2/29/2008	AIR TERMINAL UNITS
	23 37 00	2/29/2008	2/29/2008	AIR OUTLETS AND INLETS
	23 40 00	2/29/2008	2/29/2008	HVAC AIR CLEANING DEVICES
	23 51 00	2/29/2008	2/29/2008	BREECHINGS, CHIMNEYS AND STACKS
	23 52 34	2/29/2008	2/29/2008	FINNED WATER-TUBE BOILERS
	23 64 11	2/29/2008	2/29/2008	AIR-COOLED WATER CHILLERS
	23 73 00	2/29/2008	2/29/2008	INDOOR CENTRAL STATION AIR-HANDLING UNITS
	23 81 00	2/29/2008	2/29/2008	DECENTRALIZED UNITARY HVAC EQUIPMENT
	23 81 23	2/29/2008	2/29/2008	COMPUTER-ROOM AIR-CONDITIONERS
	23 82 00	2/29/2008	2/29/2008	CONVECTION HEATING AND COOLING UNITS

ADDENDA	SPEC SECTION	SPEC DATE	RCI REC'D DATE	SPECIFICATION SECTION TITLE
<b>DIVISION 26- ELECTRICAL</b>				
	26 00 10	2/29/2008	2/29/2008	BASIC ELECTRICAL REQUIREMENTS
	26 05 19	2/29/2008	2/29/2008	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
	26 05 26	2/29/2008	2/29/2008	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
	26 05 29	2/29/2008	2/29/2008	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
	26 05 34	2/29/2008	2/29/2008	CONDUIT
	26 05 36	2/29/2008	2/29/2008	CABLE TRAYS FOR ELECTRICAL SYSTEMS
	26 05 37	2/29/2008	2/29/2008	BOXES
	26 05 53	2/29/2008	2/29/2008	IDENTIFICATION FOR ELECTRICAL SYSTEMS
	26 05 73	2/29/2008	2/29/2008	OVERCURRENT PROTECTIVE DEVICE (COORDINATION STUDY)
	26 09 19	2/29/2008	2/29/2008	ENCLOSED CONTACTORS
	26 22 00	2/29/2008	2/29/2008	LOW-VOLTAGE TRANSFORMERS
	26 24 13	2/29/2008	2/29/2008	SWITCHBOARDS
	26 24 16	2/29/2008	2/29/2008	PANELBOARDS
	26 26 00	2/29/2008	2/29/2008	POWER DISTRIBUTION UNITS
	26 27 01	2/29/2008	2/29/2008	ELECTRICAL SERVICE ENTRANCE
	26 27 16	2/29/2008	2/29/2008	ELECTRICAL CABINETS AND ENCLOSURES
	26 27 17	2/29/2008	2/29/2008	EQUIPMENT WIRING
	26 27 26	2/29/2008	2/29/2008	WIRING DEVICES
	26 28 13	2/29/2008	2/29/2008	FUSES
	26 28 18	2/29/2008	2/29/2008	ENCLOSED SWITCHES
	26 32 13	2/29/2008	2/29/2008	ENGINE GENERATORS
	26 33 53	2/29/2008	2/29/2008	STATIC UNINTERRUPTIBLE POWER SUPPLY
	26 36 00	2/29/2008	2/29/2008	TRANSFER SWITCHES
	26 41 13	2/29/2008	2/29/2008	LIGHTNING PROTECTION FOR STRUCTURES
	26 51 00	2/29/2008	2/29/2008	INTERIOR LIGHTING
	26 56 00	2/29/2008	2/29/2008	EXTERIOR LIGHTING
<b>DIVISION 27- COMMUNICATIONS</b>				
	27 00 10	2/29/2008	2/29/2008	CONTRACTOR QUALIFICATIONS
	27 00 12	2/29/2008	2/29/2008	BID BREAKDOWN FORM
	27 00 13	2/29/2008	2/29/2008	UNIT PRICE FORM
	27 10 01	2/29/2008	2/29/2008	TECHNOLOGY CABLING SYSTEMS-GENERAL
	27 10 02	2/29/2008	2/29/2008	GROUNDING, BONDING AND PROTECTION
	27 10 03	2/29/2008	2/29/2008	FIRESTOPPING
	27 10 04	2/29/2008	2/29/2008	CUTTING, PATCHING, PAINTING AND DRILLING
	27 10 05	2/29/2008	2/29/2008	LABELING AND CHARTS
	27 11 00	2/29/2008	2/29/2008	COMMUNICATION EQUIPMENT ROOMS
	27 13 13	2/29/2008	2/29/2008	COMMUNICATIONS COPPER BACKBONE CABLING
	27 14 01	2/29/2008	2/29/2008	INTERIOR PATHWAYS
	27 15 00	2/29/2008	2/29/2008	COMMUNICATIONS HORIZONTAL CABLING
	27 15 23	2/29/2008	2/29/2008	COMMUNICATIONS OPTICAL FIBER CABLING
	27 15 30	2/29/2008	2/29/2008	CATV VIDEO DISTRIBUTION
	27 16 00	2/29/2008	2/29/2008	TESTING, CERTIFICATION AND WARRANTY
	27 17 00	2/29/2008	2/29/2008	CUTOVER AND TRAINING
<b>DIVISION 28- ELECTRONIC SAFETY AND SECURITY</b>				
	28 10 00	2/29/2008	2/29/2008	SECURITY MANAGEMENT SYSTEM
	28 23 00	2/29/2008	2/29/2008	SECURITY VIDEO SURVEILLANCE SYSTEM
	28 31 00	2/29/2008	2/29/2008	FIRE DETECTION AND ALARM
	28 50 00	2/29/2008	2/29/2008	SECURITY CALL SYSTEM

ADDENDA	SPEC SECTION	SPEC DATE	RCI REC'D DATE	SPECIFICATION SECTION TITLE
<b>DIVISION 31- EARTHWORK</b>				
	31 05 16	2/29/2008	2/29/2008	AGGREGATES FOR EARTHWORK
	31 10 00	2/29/2008	2/29/2008	SITE CLEARING AND DEMOLITION
	31 22 13	2/29/2008	2/29/2008	ROUGH GRADING
	31 23 16	2/29/2008	2/29/2008	EXCAVATION
	31 23 17	2/29/2008	2/29/2008	TRENCHING
	31 23 23	2/29/2008	2/29/2008	FILL
	31 25 13	2/29/2008	2/29/2008	EROSION CONTROLS
	31 31 16	2/29/2008	2/29/2008	TERMITE CONTROL
<b>DIVISION 32- EXTERIOR IMPROVEMENTS</b>				
	32 11 23	2/29/2008	2/29/2008	AGGREGATE BASE COURSES
	32 12 16	2/29/2008	2/29/2008	ASPHALT PAVING
	32 13 13	2/29/2008	2/29/2008	CONCRETE PAVING
	32 17 23	2/29/2008	2/29/2008	PAVEMENT MARKINGS
	32 92 19*	2/29/2008	2/29/2008	SEEDING
<b>DIVISION 33- UTILITIES</b>				
	33 11 16	2/29/2008	2/29/2008	SITE WATER UTILITY DISTRIBUTION
	33 31 00	2/29/2008	2/29/2008	SANITARY UTILITY SEWERAGE PIPING
	33 41 00	2/29/2008	2/29/2008	STORM UTILITY DRAINAGE PIPING
<b>BID PACKAGE MANUAL</b>				
		3/13/2008	3/13/2008	BID PACKAGE MANUAL
<b>CM CLARIFICATIONS</b>				
	#1	3/20/2008	3/20/2008	CM Clarification #1
	#2	3/27/2008	3/27/2008	CM Clarification #2
	#3	3/27/2008	3/27/2008	CM Clarification #3
	#4	4/1/2008	4/1/2008	CM Clarification #4
	#5	4/10/2008	4/10/2008	CM Clarification #5
<b>ARCHITECT'S ADDENDA</b>				
	#1	3/20/2008	3/20/2008	Addendum #1
	#2	3/26/2008	3/26/2008	Addendum #2
	#3	3/31/2008	3/31/2008	Addendum #3
	#4	4/10/2008	4/10/2008	Addendum #4

## UNIT PRICING CLARIFICATIONS

### CONSTRUCTION COST GMP

for

### *Cumberland County Department of Public Health*

Fayetteville, NC

5/13/08

#### Bid Package No. 1 General Trades

#	UNIT PRICE DESCRIPTION	AMOUNT	UNIT
1	Open Rock Excavation and Removal	\$225.22	CY
2	Trench Rock Excavation and Removal	\$250.24	CY
3	Replacement of Unsuitable Soil with Off-site Material	\$37.54	CY
4	Replacement of Unsuitable Soil with On-site Material	\$30.03	CY
5	Replacement of Unsuitable Soil with Stone	\$75.07	CY

#### Bid Package No. 2 Sitework

#	UNIT PRICE DESCRIPTION	AMOUNT	UNIT
1	Open Rock Excavation and Removal	\$225.22	CY
2	Trench Rock Excavation and Removal	\$250.24	CY
3	Replacement of Unsuitable Soil with Off-site Material	\$37.54	CY
4	Replacement of Unsuitable Soil with On-site Material	\$30.03	CY
5	Replacement of Unsuitable Soil with ABC Stone	\$75.07	CY

#### Bid Package No. 3 Foundations

#	UNIT PRICE DESCRIPTION	AMOUNT	UNIT
1	Open Rock Excavation and Removal	\$0.00	CY
2	Trench Rock Excavation and Removal	\$0.00	CY
3	Replacement of Unsuitable Soil with Off-site Material	\$34.82	CY
4	Replacement of Unsuitable Soil with On-site Material	\$13.06	CY
5	Replacement of Unsuitable Soil with ABC Stone	\$54.40	CY

#### Bid Package No. 4 Structural Steel

#	UNIT PRICE DESCRIPTION	AMOUNT	UNIT
1	Shear Studs – furnish and install	\$3.43	EA

#### Bid Package No. 5 Fire Suppression

#	UNIT PRICE DESCRIPTION	AMOUNT	UNIT
1	Concealed Sprinkler Head (furnish and install)	\$0.00	each
2	Chrome Sprinkler Head (furnish and install)	\$0.00	each
3	White Sprinkler Head (furnish and install)	\$0.00	each
4	Sidewall Sprinkler Head (furnish and install)	\$0.00	each

Bid Package No. 6 Plumbing		
UNIT PRICE DESCRIPTION	AMOUNT	UNIT
None		
Bid Package No. 7 HVAC		
UNIT PRICE DESCRIPTION	AMOUNT	UNIT
1 Additional complete set of filters	\$3,916.81	Set
Bid Package No. 8 Electrical		
UNIT PRICE DESCRIPTION	AMOUNT	UNIT
1 120V Outlet (pre-drywall)	\$26.66	each
2 120V Outlet (post-drywall)	\$38.08	each
3 120V Switch (single pole)	\$26.11	each
4 120V Switch (3-way)	\$28.29	each
5 Overhead light (2x4)	\$76.16	each
6 Occupant sensing 120V Switch	\$114.24	each
7 Data/Cable Tray	\$8.98	If
8 Open Rock Excavation and Removal	\$29.38	CY
9 Trench Rock Excavation and Removal	\$39.17	CY
10 Replacement of Unsuitable Soil with Off-site Material	\$42.43	CY
11 Replacement of Unsuitable Soil with On-site Material	\$23.94	CY
12 Replacement of Unsuitable Soil with ABC Stone	\$33.73	CY
13 Data outlet rough-in (conduit with box and pull string)	\$28.29	EA
14 Fixture A1 per Luminary Schedule on Sheet E7.01 (furnish and install)	\$87.04	EA
15 Fixture A1 per Luminary Schedule on Sheet E7.01 (furnish and install)	\$92.48	EA
16 Fixture A1 per Luminary Schedule on Sheet E7.01 (furnish and install)	\$152.32	EA
17 Fixture B per Luminary Schedule on Sheet E7.01 (furnish and install)	\$92.48	EA
18 Fixture B1 per Luminary Schedule on Sheet E7.01 (furnish and install)	\$92.48	EA
19 Fixture B2 per Luminary Schedule on Sheet E7.01 (furnish and install)	\$103.36	EA
20 Fixture B3 per Luminary Schedule on Sheet E7.01 (furnish and install)	\$103.36	EA
21 Fixture B1 per Luminary Schedule on Sheet E7.01 (furnish and install)	\$152.32	EA
22 Fixture XX per Luminary Schedule on Sheet E7.01 (furnish and install)	\$152.32	EA
23 Fixture H per Luminary Schedule on Sheet E7.01 (furnish and install)	\$369.92	EA
24 Fixture F per Luminary Schedule on Sheet E7.01 (furnish and install)	\$103.36	EA
25 Fixture G per Luminary Schedule on Sheet E7.01 (furnish and install)	\$136.00	EA

**Bid Package No. 9 IT (Cabling)**

	UNIT PRICE DESCRIPTION	Material	Labor
1	Fiber Optic Backbone Riser System	\$21,497.82	\$9,945.42
2	Voice Riser System	\$7,075.72	\$4,270.41
3	Horizontal Distribution Cabling for the office areas	\$61,472.09	\$35,373.11
4	Riser and horizontal cabling pathways	\$35,375.28	\$26,820.33
5	TR Build-outs	\$26,465.64	\$3,655.69
6	MDF Cat 5e cabling	\$12,026.77	\$5,630.41
7	MDF MTP Fiber Optic Cabling	\$31,937.20	\$9,248.01
8	MDF Flex Tray	\$5,571.66	\$1,740.80
9	MDF Equipment Racks with cabling management	\$4,189.89	\$609.28
10	CATV System	\$36,346.87	\$2,908.23
13	Wright-Line Furniture in the Lab	n/a	n/a
14	Wright-Line Server Cabinets in the MDF	\$21,282.38	\$567.94
15	Other Work	\$2,094.40	\$1,414.40
16	Fireproofing	\$2,720.00	\$1,577.60
17	Allowances	\$48,960.07	\$5,440.01
18	2" wall penetration	\$103.36	\$0.00
19	2" floor core	\$214.61	\$0.00
20	4" floor core	\$313.36	\$0.00
21	Large capacity EZ Path	\$142.16	\$0.00
22	1" wall penetration	\$65.28	\$0.00
23	3/4" wall penetration	\$59.84	\$0.00
24	24 Strand MM F.O. 10 Gig Cable (200 feet)	\$1,264.15	\$0.00
25	12 Strand MTP F.O. 10 Gig Cable (35 feet) pre-terminated	\$1,026.24	\$0.00
26	Saddle supports	\$151.38	\$0.00
27	Cable Tray 12"x10'	\$106.62	\$0.00
28	Cable Tray 18"x10'	\$141.44	\$0.00
29	Flextray 18"x6"x10'	\$200.19	\$0.00
30	Flextray 20"x6"x10'	\$230.66	\$0.00
31	Flextray 6"x2"x10'	\$143.62	\$0.00
32	5' Cat 5e patch cable	\$143.62	\$0.00
33	7' Cat 5e patch cable	\$143.62	\$0.00
34	10' Cat 5e patch cable	\$143.62	\$0.00
35	12' Cat 5e patch cable	\$143.62	\$0.00
36	20' Cat 5e patch cable	\$143.62	\$0.00
37	10' 2-strand F.O. MM 50-Micron LC to LC	\$143.62	\$0.00
38	12' 2-strand F.O. MM 50-Micron LC to LC	\$143.62	\$0.00
39	24' 2-strand F.O. MM 50-Micron LC to LC	\$143.62	\$0.00
40	36' 2-strand F.O. MM 50-Micron LC to LC	\$143.62	\$0.00
41	100 pair Cat 3 plenum-rated (200 feet)	\$143.62	\$0.00
42	Outlet containing (1) Cat 5e jack and cable routed to nearest TR		
43	10-75'	\$119.68	\$0.00
44	76 to 150'	\$157.76	\$0.00
45	151 to 200'	\$179.52	\$0.00
46	201 to 290'	\$201.28	\$0.00
47	Skilled labor (hourly)	\$38.08	\$0.00
48	Skilled labor (Overtime hourly rate)	\$57.12	\$0.00
49	Supervisor/Forman hourly rate	\$43.52	\$0.00
50	Scheduled weekend hourly labor rate	\$65.28	\$0.00

Bid Package No. 10 IT (Security)			
	UNIT PRICE DESCRIPTION	Material	Labor
1	Single door with card reader, door position switch, et. Al	\$18,729.54	\$17,856.70
2	Double door with card reader, (2) door position switch, et. Al	\$0.00	\$0.00
3	Single door with a position switch	\$360.67	\$2,752.64
4	Wall mounted emergency call station including intercom and blue light	\$11,279.09	\$1,651.59
5	Fixed dome camera assembly	\$47,851.40	\$8,326.75
6	Hardened network switches	\$0.00	\$0.00
7	Single server access control software	\$22,162.59	\$2,339.75
8	IFP's, Power supplies and Peripherals	\$25,943.18	\$7,225.69
9	Remote door releases	\$2,417.43	\$2,546.20
10	Panic push buttons	\$262.64	\$1,032.24
11	Access control wiring	\$10,177.60	\$11,974.00
12	Miscellaneous devices and Components	\$3,155.20	\$688.16
13	System Testing	\$0.00	\$1,540.61
14	Owner training	\$0.00	\$513.54
15	As-builts and Record Drawings	\$0.00	\$2,107.46
16	Fire proofing systems	\$631.04	\$2,202.12
17	Miscellaneous conduits and raceways	\$673.47	\$2,567.68
18	2" wall penetration	\$0.00	\$0.00
19	2" floor core	\$0.00	\$0.00
20	4" floor core	\$0.00	\$0.00
21	Large capacity EZ Path	\$0.00	\$0.00
22	1" wall penetration	\$0.00	\$0.00
23	3/4" wall penetration	\$0.00	\$0.00
24	Skilled labor (hourly)	\$64.19	\$0.00
25	Skilled labor (Overtime hourly rate)	\$96.29	\$0.00
26	Supervisor/Forman hourly rate	\$75.07	\$0.00
27	Scheduled weekend hourly labor rate	\$128.38	\$0.00
28	<b>Security System</b>		
29	Card reader door (single)	\$1,765.55	\$0.00
30	Card reader door (double)	\$0.00	\$0.00
31	IFP with Power Supply	\$5,529.22	\$0.00
32	Fixed camera assembly, exterior wall mount	\$0.00	\$0.00
33	Fixed camera semi-recessed camera assembly, ceiling mount	\$1,518.34	\$0.00
34	Wall mounted emergency call station	\$4,310.23	\$0.00

JOB Cumberland County Department of Public Health  
 Fayetteville, NC  
 ARCHITECT Calloway Johnson Moore Hesk, P.A.

RENTENBACH CONSTRUCTORS, INC.

VALUE ENGINEERING PROPOSAL

Item #	CJMW Item #	Bid Package No.	DESCRIPTION	Accepted	Proposed \$	Accepted \$	REMARKS
1		4	Can't levered condition on 2nd and 3rd levels at atrium opening	No	\$800	\$0	per CJMW, proposed VE does not present sufficient savings to warrant a redesign
					Sub-Total	\$0	
					Proposed \$	\$500	
	8	4	Can't levered condition on roof level at atrium opening	Yes	\$500	\$500	per CJMW, proposed VE is acceptable; CJMW still needs to confer with structural engineer.
	8	4	Remove railing at atrium cat walk as indicated by architect	Yes	\$22,625	\$22,625	
					Sub-Total	\$23,125	
					Proposed \$	\$10,100	
3		4	Change rolled members at atrium roof to flat or sloped	No	\$10,100	\$0	per CJMW, proposed VE would have a negative effect on the overall aesthetics of the building; would also have a negative effect on acoustical performance (i.e. more noise)
					Sub-Total	\$0	
					Proposed \$	\$22,100	
4		4	Change metal decking at atrium roof from Epic to Vulcraft 1.5BA	No	\$22,100	\$0	per CJMW, the gauge indicated in the Vulcraft product info wouldn't be adequate. It would need to be 20 gauge, not 22 gauge (their structural engineer).
					Sub-Total	\$0	
					Proposed \$	\$32,920	
	12	4	Delete high portion of drive through canopy	Yes	\$32,920	\$32,920	per CJMW, proposed VE is acceptable; owner to decide
	12	3	Floors (2)	Yes	\$592	\$592	
	12	1	Remove translucent panel @ drive-thru portion of main entry canopy	Yes	\$23,460	\$23,460	
					Sub-Total	\$56,972	
					Proposed \$	\$15,400	
6		8	Eliminate Walk-in enclosure for generator (900KW)	Yes	\$15,400	\$15,400	
7		8	600KW generator with walk-in enclosure	No	\$0	\$0	
8		8	600KW generator without walk-in enclosure	No	\$0	\$0	
9		8	Aluminum feeders #3 and larger	No	\$64,500	\$0	
10		8	Alternate lighting fixtures	Yes	\$39,000	\$39,000	CJMW to approve, Fulnam to submit cut sheets
		8	Gear to include aluminum bus bars and windings	No	\$8,500	\$0	
					Sub-Total	\$54,400	
					Proposed \$	\$0	
12		6	Room 1323 Delete all fixtures and plumbing piping	No	\$2,762	\$0	
13		6	Delete Fixtures only	No	\$0	\$0	
					Sub-Total	\$0	
					Proposed \$	\$0	
15		6	Room 2133 Delete all fixtures and plumbing piping	No	\$2,544	\$0	
16		6	Delete Fixtures only	No	\$0	\$0	
					Sub-Total	\$0	
					Proposed \$	\$0	
17		6	Room 2437 Delete all fixtures and plumbing piping	No	\$2,255	\$0	
18		6	Delete Fixtures only	No	\$0	\$0	
					Sub-Total	\$0	
					Proposed \$	\$0	
19		6	Room 2344 Delete all fixtures and plumbing piping	No	\$2,528	\$0	
20		6	RM Delete Fixtures only	No	\$0	\$0	
					Sub-Total	\$0	
					Proposed \$	\$0	

**Choose one option only**

Item #	Description	Proposed \$	Accepted \$	Sub-TOTAL
22	Remove doors as indicated by architect	\$2,500	\$2,500	\$2,500
23	Remove doors as indicated by architect (see #2)	\$1,320	\$1,320	\$1,320
24	Remove rest room accessories as indicated by architect	\$700	\$0	\$0
25	Remove rest room tile as indicated by the architect	\$1,963	\$0	\$0
26	Replace interior Centra system with GWB as indicated by architect	\$28,350	\$28,350	\$28,350
27	Replace glass handrails at 2nd & 3rd floor atrium with cable handrails	\$15,680	\$0	\$0
28	Remove translucent panel @ remaining portion of main entry canopy and replace with standing seam metal roofing	\$11,520	\$11,520	\$11,520
29	Replace centra system panels at mechanical room w/non-insulated panels/ 16ga metal studs, dens glas & ice and water shield	\$9,774	\$9,774	\$9,774
30	Replace centra system panels at loading area w/non-insulated panels/ 16ga metal studs, dens glas & ice and water shield	\$15,500	\$15,500	\$15,500
31	Remove portion of airfoil sunshade at main atrium glass front	\$400	\$400	\$400
32	Remove all hanging rods at smaller Centra sunshade	\$0	\$0	\$0
33	Use all standard exterior handrails as shown on detail C8 & F8	\$5,600	\$5,600	\$5,600
34	Remove all exterior stained concrete	\$38,905	\$38,905	\$38,905
35	Reduce weight capabilities for the freight elevator to 3500#	\$3,000	\$3,000	\$3,000
36	Deduct freight elevator	\$0	\$0	\$0
37	Replace modified bitumen roof system with single Ply Vinyl samafill	\$0	\$0	\$0
38	TPC roofing system mech. Attached 6mil membrane on 1/4" densdeck coverboard on 3.8" of polystyocyanurate insulation (20yr NDL warranty)	\$0	\$0	\$0
39	Substitutions of all glazing quality Viracon VRE with VE no change	\$0	\$0	\$0
40	Remove glazing per architect	\$1,620	\$1,620	\$1,620
41	Remove acoustical wall panels as indicated by architect	\$19,250	\$0	\$0
42	Remove portion of porcelain tile as indicated by architect	\$5,865	\$0	\$0
43	Remove top section of low wall resin panel at all waiting areas	\$9,196	\$9,196	\$9,196
44	Remove upper cabinets and replace with open shelving	\$0	\$0	\$0
45	Omit millwork as indicated A8,04, D11, F10 (see #23)	\$0	\$0	\$0
46	Remove lower cabinets and drawers, provide counter tops only	\$0	\$0	\$0
47	Omit cabinets and provide EQ 49 (24" Steel Shelving) (see #23)	\$0	\$0	\$0
48	Solid Surface tops/Plastic laminate tops change (see #23)	\$0	\$0	\$0
49	Omit the pattern and provide PVC - 41 or 7 with panel glue	\$0	\$0	\$0
50	Reduce specimen wall to 24" AFF as indicated by architect in conditions 1015, 1014, 1021, 1024, 1026, 1027, 1028, 1029, 1030	\$0	\$0	\$0
51	Remove Sun shade device at 3rd floor elevation #4 panel area	\$28,500	\$28,500	\$28,500
52	Omit free standing steel shelving from storage rooms	\$18,039	\$0	\$0
53	Omit all refrigerators and microwave	\$14,028	\$0	\$0
54	Change VT1 - to Armstrong standard Exelon VCT	\$14,600	\$14,600	\$14,600
55	Change VT2 - to Armstrong standard Exelon VCT	\$27,500	\$27,500	\$27,500
56	Change carpets 1-4 to Tandus-Visa, Passport, Havick II or Mayham II	\$15,500	\$0	\$0
57	Use Standard Vinyl instead of Quoted fabric at Wall panels	\$1,500	\$0	\$0
58	Use STC50 instead of quoted STC53 at wall panels	\$1,600	\$0	\$0
59	Gordon sliding grille by Cookson 56" x 12" Grille spacing, Clear anodized aluminum manual operation, cylinder locksets, 49" x 10" folding.	\$55,000	\$0	\$0
60	Install restroom wall tile on wet walls only	\$14,684	\$14,684	\$14,684
61	Wall tile to be 42" wainscot, omit pattern	\$0	\$0	\$0
		Sub-TOTAL	\$212,969	
		Proposed \$	\$895,107	
		Accepted \$	\$347,466	
21	Remove doors as indicated by architect (see #2)	\$1,320	\$1,320	\$1,320
22	Remove doors as indicated by architect	\$2,500	\$2,500	\$2,500
23	Remove rest room accessories as indicated by architect	\$700	\$0	\$0
24	Remove rest room tile as indicated by the architect	\$1,963	\$0	\$0
25	Remove rest room tile as indicated by the architect	\$1,963	\$0	\$0
26	Replace interior Centra system with GWB as indicated by architect	\$28,350	\$28,350	\$28,350
27	Replace glass handrails at 2nd & 3rd floor atrium with cable handrails	\$15,680	\$0	\$0
28	Remove translucent panel @ remaining portion of main entry canopy and replace with standing seam metal roofing	\$11,520	\$11,520	\$11,520
29	Replace centra system panels at mechanical room w/non-insulated panels/ 16ga metal studs, dens glas & ice and water shield	\$9,774	\$9,774	\$9,774
30	Replace centra system panels at loading area w/non-insulated panels/ 16ga metal studs, dens glas & ice and water shield	\$15,500	\$15,500	\$15,500
31	Remove portion of airfoil sunshade at main atrium glass front	\$400	\$400	\$400
32	Remove all hanging rods at smaller Centra sunshade	\$0	\$0	\$0
33	Use all standard exterior handrails as shown on detail C8 & F8	\$5,600	\$5,600	\$5,600
34	Remove all exterior stained concrete	\$38,905	\$38,905	\$38,905
35	Reduce weight capabilities for the freight elevator to 3500#	\$3,000	\$3,000	\$3,000
36	Deduct freight elevator	\$0	\$0	\$0
37	Replace modified bitumen roof system with single Ply Vinyl samafill	\$0	\$0	\$0
38	TPC roofing system mech. Attached 6mil membrane on 1/4" densdeck coverboard on 3.8" of polystyocyanurate insulation (20yr NDL warranty)	\$0	\$0	\$0
39	Substitutions of all glazing quality Viracon VRE with VE no change	\$0	\$0	\$0
40	Remove glazing per architect	\$1,620	\$1,620	\$1,620
41	Remove acoustical wall panels as indicated by architect	\$19,250	\$0	\$0
42	Remove portion of porcelain tile as indicated by architect	\$5,865	\$0	\$0
43	Remove top section of low wall resin panel at all waiting areas	\$9,196	\$9,196	\$9,196
44	Remove upper cabinets and replace with open shelving	\$0	\$0	\$0
45	Omit millwork as indicated A8,04, D11, F10 (see #23)	\$0	\$0	\$0
46	Remove lower cabinets and drawers, provide counter tops only	\$0	\$0	\$0
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48	Solid Surface tops/Plastic laminate tops change (see #23)	\$0	\$0	\$0
49	Omit the pattern and provide PVC - 41 or 7 with panel glue	\$0	\$0	\$0
50	Reduce specimen wall to 24" AFF as indicated by architect in conditions 1015, 1014, 1021, 1024, 1026, 1027, 1028, 1029, 1030	\$0	\$0	\$0
51	Remove Sun shade device at 3rd floor elevation #4 panel area	\$28,500	\$28,500	\$28,500
52	Omit free standing steel shelving from storage rooms	\$18,039	\$0	\$0
53	Omit all refrigerators and microwave	\$14,028	\$0	\$0
54	Change VT1 - to Armstrong standard Exelon VCT	\$14,600	\$14,600	\$14,600
55	Change VT2 - to Armstrong standard Exelon VCT	\$27,500	\$27,500	\$27,500
56	Change carpets 1-4 to Tandus-Visa, Passport, Havick II or Mayham II	\$15,500	\$0	\$0
57	Use Standard Vinyl instead of Quoted fabric at Wall panels	\$1,500	\$0	\$0
58	Use STC50 instead of quoted STC53 at wall panels	\$1,600	\$0	\$0
59	Gordon sliding grille by Cookson 56" x 12" Grille spacing, Clear anodized aluminum manual operation, cylinder locksets, 49" x 10" folding.	\$55,000	\$0	\$0
60	Install restroom wall tile on wet walls only	\$14,684	\$14,684	\$14,684
61	Wall tile to be 42" wainscot, omit pattern	\$0	\$0	\$0
		Sub-TOTAL	\$212,969	
		Proposed \$	\$895,107	
		Accepted \$	\$347,466	

**Choose one option only**

**Choose one option only**

Per CJMW, Dens Glass can be eliminated as well.

Per CJMW, Dens Glass can be eliminated as well.

associated line item #21

\$ included in RCI line 22, CJMW item 2

remove associated wing walls also

proposed VE item does not meet specifications per CJMW (CJMW strongly objects to VE potential maintenance cost outweighs savings

potential maintenance cost outweighs savings

Additional clarification needed

Fabric panels are acoustical panels and deemed necessary per CJMW not recommended by CJMW for acoustical reasons

Public and staff wet walls only (to include adjacent wall)

1997 Edition - Electronic Format

AIA Document A201 - 1997

## *General Conditions of the Contract for Construction*

### TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7. CHANGES IN THE WORK
8. TIME
9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
11. INSURANCE AND BONDS
12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT

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*This document has been approved and endorsed by The Associated General Contractors of America.*

### INDEX

Acceptance of Nonconforming Work  
9.6.6, 9.9.3, 12.3  
Acceptance of Work  
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3  
Access to Work  
3.16, 6.2.1, 12.1  
Accident Prevention  
4.2.3, 10  
Acts and Omissions  
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 4.3.8, 4.4.1, 8.3.1,  
9.5.1, 10.2.5, 13.4.2, 13.7, 14.1

### Addenda

1.1.1, 3.11  
Additional Costs, Claims for  
4.3.4, 4.3.5, 4.3.6, 6.1.1, 10.3  
Additional Inspections and Testing  
9.8.3, 12.2.1, 13.5  
Additional Time, Claims for  
4.3.4, 4.3.7, 8.3.2  
ADMINISTRATION OF THE CONTRACT  
3.1.3, 4, 9.4, 9.5  
Advertisement or Invitation to Bid  
1.1.1



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GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

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The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

**SUPPLEMENT TO THE GENERAL CONDITIONS**

**GENERAL**

The following supplements modify, change, delete from or add to the “General Conditions of the Contract for Construction,” AIA Document A-201, 1997 Edition. Where any Article of the General Conditions is modified or any paragraph, subparagraph, or clause thereof is modified or deleted by these supplements, the unaltered provisions of the Article, paragraph, subparagraph, or clause shall remain in effect.

**ARTICLE 1 - GENERAL PROVISIONS**

Add the following sentence to the end of Subparagraph 1.1.1:

The Contract Documents executed in accordance with Subparagraph 1.5.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computer.

Add the following sentence to the end of Subparagraph 1.1.2:

The Construction Contract shall be executed on AIA Document A121CMc Owner-Contractor Agreement, 2003 Edition, Standard Form of Agreement Between Owner and Construction Manager where the Construction Manager is also the Constructor.

Add the following sentence to the end of Subparagraph 1.1.4:

The Project is the Cumberland County Public Health Center, located at 1235 Ramsey Street in Fayetteville, NC.

**ARTICLE 2 - OWNER**

Add the following sentence to Subparagraph 2.1.1:

Wherever the term “Owner” is used it refers to Cumberland County ~~Department of Public Health~~ **acting through its Board of Commissioners.**

Delete Subparagraph 2.2.5 in its entirety and substitute the following:

2.2.5 The successful Construction Manager, Rentenbach Constructors Incorporated, shall receive, for his and his subcontractors use, without charge, 20 sets of Drawings and Project Manuals. The Contractors may purchase from the Architect extra copies of Drawings and Project Manual at the cost of reproduction, postage and handling.

**ARTICLE 3 - CONTRACTOR**

Add the following Subparagraph 3.5.2 to Paragraph 3.5:

3.5.2 The Contractor agrees to assign to the Owner, at substantial completion, pursuant to Subparagraph 9.10.1 any and all manufacturers’ warranties relating to materials and labor used in

Cumberland County Department of Public Health

the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturers' warranties.

Add the following sentence to Subparagraph 3.6.1:

The bidder shall include North Carolina state and local sales taxes in the bid amount.

Delete Subparagraph 3.6.1 and substitute the following:

- 3.6.1 The Contractor and his subcontractors shall pay, at the time they are due, all local and state sales taxes and consumer, use and similar taxes on behalf of this Contract and any future change orders. Provide an itemized list with supporting data, for all such taxes paid. The supporting documentation shall be in conformance with the requirements of the State of North Carolina. The Contractor shall list County and State taxes for materials purchased on the forms that follow the Supplement to the General Conditions.

Add the following sentence to Subparagraph 3.7.4:

The Contractor agrees to perform the Work in accordance with all federal, state, county and municipal laws, ordinances, permits, regulations, resolutions, building codes and special acts that may in any way affect the Work or those employed in the Work. If the Contractor observes that any portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect in writing, and necessary changes shall be accomplished by appropriate modification to the Contract Documents.

Add the following Subparagraphs 3.9.2 and 3.9.3 to Paragraph 3.9:

- 3.9.2 The Owner shall have the right to approve the Contractor's project superintendent proposed for this Project and shall have the right to require removal of any of the Contractor's key personnel from the job site if their performance is not satisfactory.
- 3.9.3 The Owner shall have the right to ban the Contractor's or subcontractor's workers from the site for behavior deemed unsuitable.

Add the following sentence to Subparagraph 3.11.1:

The Contractor shall have copies of OSHA 200's, MSD Sheets, OSHA citations, and Form 19's on the job site at all times.

Add the following Subparagraphs to Paragraph 3.12:

- 3.12.11 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and two (2) resubmittals. Review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct

from the Contract Sum amounts paid to the Architect for evaluation of such additional resubmittals.

**ARTICLE 4 - ADMINISTRATION OF THE CONTRACT**

Add the following sentence to Subparagraph 4.1.1:

Wherever the term “Architect” or “Engineer” is used it refers to Calloway Johnson Moore & West, P.A., 119 Brookstown Avenue, Suite 100, Winston-Salem, North Carolina 27101.

Add the following Clause 4.2.2.1 to Subparagraph 4.2.1:

4.2.2.1 The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault or neglect of the Construction Manager.

Add the following sentence to Subparagraph 4.3.2:

Any claim implemented by Change Order shall represent the entire claim for that event and no additional claims for that event shall be made by either party to the Contract after the execution of the Change Order.

Delete Clause 4.3.7.2 and substitute the following:

4.3.7.2 Claims for extension of the contract time shall be submitted by the Contractor for consideration by the Architect only under the following conditions and only when Critical Path activities are affected:

1. If the number of days during which there was in excess of .01 inches of rain per day, exceeds by 105% the average number of days during which there was in excess of .02 inches of rain per day for that same month for the immediately preceding five (5) years.
2. If the number of days during which the temperature did not exceed 32 degrees Fahrenheit in the period from 7:00 a.m. to 5:00 p.m., exceeds by 105% the average number of days during which the temperature did not exceed 32 degrees Fahrenheit in the period from 7:00 a.m. to 5:00 p.m. for that same month for the immediately preceding five (5) years.

The Architect will not consider any claims for extension of time due to “Adverse Weather” except as outlined in this Section. Data is to be obtained from the National Oceanic and Atmospheric Administration’s National Weather Service statistics for the locality where the work is performed. Time extensions for weather delays do not entitle the Contractor to extended overhead recovery.

4.4 Delete in its entirety and include the following:

Dispute Resolution

Cumberland County Department of Public Health

The parties must resolve any claim, dispute or other matter in contention arising out of, or relating to, this Contract which involves \$15,000 or more through the following procedure. The parties shall first negotiate in good faith to reach an equitable settlement to the dispute. If a negotiated settlement cannot be reached within 10 business days, the parties shall submit to mediation. The parties shall select a mediator, licensed by either the North Carolina or federal courts and mutually agreeable to all parties in the dispute to conduct the proceedings which shall be held at the Owner's place of business. If the parties cannot select a mediator within 10 business days, then the Owner shall select a mediator (or, if the Owner is a party to the dispute, the Cumberland County Trial Court Administrator). The mediator's cost shall be equally shared by all parties to the dispute. If a mediated settlement cannot be reached, the final recourse to the aggrieved party is legal action instituted and tried in the General Court of Justice of North Carolina under North Carolina Law with venue for trial being Cumberland County. No party shall have a right to resort to litigation until mediation shall first have occurred and not been successful.

In accordance with North Carolina General Statute 143-135.26(12) and as a condition to this Contract, the Construction Manager shall incorporate this dispute resolution clause in any and all contracts with first-tier subcontractors who in turn shall incorporate this clause in any contracts with lower-tier subcontractors.

**ARTICLE 5 - SUBCONTRACTORS**

Add the following Clause 5.2.1.1 to Subparagraph 5.2.1:

5.2.1.1 Not later than 20 days from the Contract Date, the Contractor shall provide a list showing the name of the manufacturer proposed to be used for each of the products and, where applicable, the name of the installing subcontractor and brand name, if applicable.

**ARTICLE 7 - CHANGES IN THE WORK**

Add the following sentence to the end of Subparagraph 7.1.3:

Except as permitted in paragraph 7.3, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties shall be the basis of any Claim to a change in the Contract Sum or the Contract Time.

Add the following sentence to the end of Subparagraph 7.2.2:

Office overhead and profit shall not exceed 10% of the value of labor and material for Work performed by any Contractor or subcontractor. If the work is performed by a subcontractor, the prime contractor's overhead and profit shall not exceed 5%.

Add the following Subparagraph 7.2.3 to Paragraph 7.2:

7.2.3 Agreement on any Change Order shall constitute a final settlement of all matters related to or a result of the change, including, but not limited to, all direct and indirect cost associated with such

change, and any and all adjustments to the Contract Sum and Contract Time.

**ARTICLE 8 - TIME**

Delete Subparagraph 8.1.2 and substitute the following:

8.1.2 The Work shall commence at the time stated in a written “Notice to Proceed” to the Contractor and the Work shall be substantially complete ~~on a date to be determined together with Owner, Architect, and the Construction Manager after the Guaranteed Maximum Price (GMP) is established.~~ **within 520 calendar days.**

**ARTICLE 9 - PAYMENTS AND COMPENSATION**

Add the following clauses 9.3.1.3 and 9.3.1.4 to Subparagraph 9.3.1:

9.3.1.3 Until work is 50% complete, the Owner will pay 95% of the amount due the Contractor on account of progress payments. At the time the work is 50% complete and thereafter, if the manner of completion of the work and its progress are and remain satisfactory to the Architect, and in the absence of other good and sufficient reasons, the Architect will, on presentation by the Contractor of Consent of Surety for each Application, authorize any remaining progress payments to be paid 100% of the full amount applied, except payments shall not be made which would reduce the total retainage held to 2.5% of the contractual sum. Retainage shall be consistent with NC Senate Bill 1245, An Act Amending the Laws Related to Retainage Payments on Public Construction Projects.

9.3.1.4 The full Contract retainage may be reinstated if the manner of completion of the work and its progress do not remain satisfactory to the Architect or if the Surety withholds its consent or for other good and sufficient reasons.

Add the following Clause 9.6.1.1 to Subparagraph 9.6.1:

9.6.1.1 The Owner may withhold payment to the Contractor notwithstanding the Architect’s certification if it is necessary, in the Owner’s opinion, to do so to protect the Owner from loss due to any of the reasons set forth in Sub-subparagraphs 9.5.1.1 through 9.5.1.7.

Delete Subparagraph 9.7.1 and substitute the following:

9.7.1 If the Architect does not recommend payment of all or a portion of the Contractor’s Application for Payment, through no fault of the Contractor, within seven days after receipt of the

Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount recommended by the Architect, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, which shall be accomplished as provided in Article 7.

Add the following Subparagraph 9.7.2 to Paragraph 9.7:

9.7.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payments shall be made promptly upon demand by the Owner. If the Contractor fails to make any payment to the Owner, or the Owner incurs any cost and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have the right to offset such amount against the Contract Sum, and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that to which the Owner is entitled from any payments then or thereafter due the Contractor from the Owner; or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

Add the following sentence to Subparagraph 9.8.1:

The Work or designated portion thereof will not be considered to have achieved Substantial Completion until; (1) all systems are operational as designed; (2) all designated or required inspections or certifications have been made and posted; (3) designated instructions of Owner's personnel in the operation of systems have been completed; and (4) all final finishes are in place.

Delete Subparagraph 9.8.2 and substitute the following:

9.8.2 When the Contractor considers that the Work, or a portion thereof, which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such a list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the Contractor's list together with the following items; (1) Request for Architect's Substantial Completion Inspection; (2) Reports of the Contractor's inspections of every interior, exterior and site element; (3) Reports of all tests evidencing satisfactory function of every operable system as required; (4) Reports on the instruction of the Owner's personnel in the use of operable systems and equipment including maintenance and operating information; (5) Acceptance by each regulatory body having jurisdiction; (6) Certificate of Occupancy; (7) List of items to be completed or corrected for each interior, exterior and site element, including operable systems and equipment; (8) Operations and Maintenance Manuals; (9) Test and Balance Reports; and (10) All warranties, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. The Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to

Cumberland County Department of Public Health

the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

- 9.8.2.1 As a further condition of Substantial Completion Acceptance, the Contractor shall certify that all remaining Work will be completed within 30 consecutive calendar days following the Date of Substantial Completion, and the failure to do so shall automatically reinstitute the provisions for damages due the Owner as contained elsewhere in the Agreement or as provided by law for such period of time as may be required by the Contractor to fully complete the Work whether the Owner has occupied the Work or not.
- 9.8.2.2 In the event that more than the two inspections by the Architect, described above are made necessary by the failure of the Contractor to complete the Work or to complete or correct items identified on the list of such items, the Contractor shall reimburse the Owner for all costs incurred including the cost of the Architect's services made necessary thereby.
- 9.8.2.3 Should the Contractor request a list be prepared to assist the Contractor in his completion and corrective work, or should the Architect be caused additional work because of the Contractor's claim that work has been completed or corrected when it has not, then any additional costs incurred by the Architect shall be charged to the Contractor and paid directly to the Architect by the Contractor or may be withheld from payments to the Contractor.

Add the following Clause to Subparagraph 9.8.3:

- 9.8.3.1 In the event that more than the two inspections by the Architect are made necessary by the failure of the Contractor to complete the Work or to complete or correct items identified on the list of such items, the Contractor shall reimburse the Owner for the cost of the Architect's services made necessary thereby.

Add the following Clause to Subparagraph 9.10.1:

- 9.10.1.1 In the event that more than the two inspections by the Architect are made necessary by the failure of the Contractor to complete the Work or to complete or correct items identified on the list of such items, the Contractor shall reimburse the Owner for the cost of the Architect's services made necessary thereby.

Add the following Paragraph 9.11 to Article 9:

- 9.11 Liquidated Damages: The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay after the date established for Substantial Completion in the Contract Documents until the work is substantially complete: (\$500/day).

**ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY**

Add the following sentence to Subparagraph 10.1.1:

The requirement applies continuously, and is not limited to working hours.

Add the following Subparagraph 10.1.2:

10.1.2 The Contractor and his subcontractors must maintain a safety program in keeping with the requirements of the North Carolina Department of Labor.

Add the following phrase at the end of Subparagraph 10.2.2:

...including, but not limited to, OSHA, the EPA, and Fire Regulations.

Add the following to the third line of Subparagraph 10.3.1 after the word "PCB":

...or other hazardous materials...

### **ARTICLE 11 - INSURANCE AND BONDS**

Add the following Clause 11.1.2.1 to Subparagraph 11.1.2:

11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following, or greater if required by law and shall be written on an occurrence basis:

1. Worker's Compensation — State, Statutory
2. Comprehensive General Liability (including Premises - Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):
  - a. Bodily Injury/Property Damage: \$2,000,000 each occurrence  
\$2,000,000 annual aggregate
  - c. Property Damage Liability Insurance will provide X, C, or U coverage as applicable.
3. Contractual Liability:
  - a. Bodily Injury/Property Damage: \$2,000,000 each occurrence  
\$2,000,000 annual aggregate
4. Personal Injury, with Employment Exclusion deleted  
\$1,000,000 annual aggregate
5. Comprehensive Automobile Liability:
  - a. Bodily Injury/Property Damage: \$1,000,000 each person  
\$1,000,000 each occurrence
6. Umbrella Excess Liability including blasting coverage:
  - a. \$5,000,000 over primary insurance  
\$10,000 retention

Cumberland County Department of Public Health

Add the following Clause 11.1.3.1 to Subparagraph 11.1.3.

11.1.3.1 The Certificate shall state explicitly that the issuing insurer will mail thirty (30) days written notice in event of policy cancellation.

11.3 Delete Paragraph 11.3 and all associated Subparagraphs.

11.5 Delete Paragraph 11.5.

Delete Subparagraph 11.5.1 and substitute the following Subparagraph and Clauses:

11.5.1 Performance Bond and Payment Bond shall be executed on AGC Document 606 & 607 by a surety company authorized to do business in the State of construction in an amount equal to one hundred percent (100%) of the Contract Sum. Cost of bonds shall be borne by the Contractor. Each bond must be accompanied by a current Power of Attorney.

11.5.1.1 The Contractor shall deliver the required bonds to the Owner not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished. The Contractor must advise his surety of all additions and deductions to the Owner-Contractor Agreement.

11.5.1.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

**ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK**

Add the following clause 12.2.2.4 to Subparagraph 12.2.2:

12.2.2.4 Upon request by the Owner and prior to the expiration of one year from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

**ARTICLE 13 - MISCELLANEOUS PROVISIONS**

13.6 Delete Paragraph 13.6 and its Subparagraph 13.6.1:

Add the following Paragraph 13.8 with accompanying Subparagraph and Clauses:

13.8 EQUAL OPPORTUNITY

13.8.1 The Contractor shall maintain policies of employment as follows:

13.8.1.1 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age. The Contractor shall

Cumberland County Department of Public Health

take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin or age. Such action shall include, but not be limited to, the following: Employment, upgrading, demolition, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

13.8.1.2 The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, or age.

**ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT**

14.4.3 Delete the following from the end of line 2: along with reasonable overhead and profit on the Work not executed.

**ARTICLE 15 – LIST OF DRAWINGS (Additional Article)**

The following drawing sheets constitute the graphic portion of the Contract Documents and shall be coordinated with the written specifications.

See Exhibit “A”, attached hereto.

END OF SUPPLEMENT TO THE GENERAL CONDITIONS



ITEM NO. 4

OFFICE OF THE COUNTY ATTORNEY

Courthouse, 117 Dick Street – Suite 551 • P.O. Box 1829 • Fayetteville, North Carolina 28302-1829  
(910) 678-7762 • Fax: (910) 678-7758

May 13, 2008

**MEMORANDUM FOR BOARD OF COMMISSIONERS' AGENDA OF MAY 19, 2008**

**TO: BOARD OF COMMISSIONERS**

**FROM: GRAINGER BARRETT, COUNTY ATTORNEY** *GB*

**SUBJECT: CONSIDERATION OF INTERLOCAL AGREEMENT WITH THE CITY OF FAYETTEVILLE ESTABLISHING A JOINT CITY-COUNTY MUNICIPAL PLANNING COMMISSION, A FAYETTEVILLE MUNICIPAL INFLUENCE AREA AND APPLICABLE DEVELOPMENT STANDARDS, AND A SEWER SERVICE AREA**

**BACKGROUND:** The enclosed proposed interlocal agreement would establish a municipal influence area for the City of Fayetteville within which certain agreed-upon development design standards would be applied, establishes a sewer service area within which development at densities of 2.2 an acre or greater would be served by sewer and water, and provides for a joint municipal/county planning process. In the City's municipal influence area, sidewalks would be required on one side of collector streets and both sides of thoroughfares. Streets would be built to the more stringent of City or DOT standards. The stated term of the agreement would be through December 31, 2030, except that either party could by resolution of its governing board terminate it on six months notice. The boundaries of the municipal influence area would be reviewed every five years and would be adjusted upon mutual agreement of the City and County.

The Joint Planning Board voted unanimously to approve the interlocal agreement itself. The board voted 7-2 in favor of Exhibit 1, the map which delineates the boundaries of the municipal influence area.

**RECOMMENDATION:** Consider whether to approve the proposed interlocal agreement and exhibits.

Encl.

*Celebrating Our Past... Embracing Our Future*

**STATE OF NORTH CAROLINA**

**INTERLOCAL AGREEMENT**

**COUNTY OF CUMBERLAND**

THIS INTERLOCAL AGREEMENT, made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the CITY OF FAYETTEVILLE, a North Carolina municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter "CITY"), and the COUNTY OF CUMBERLAND, a North Carolina body politic, organized and existing under the laws of the State of North Carolina (hereinafter "COUNTY"). (Collectively, the City and the County are the "Parties.")

**WITNESSETH:**

WHEREAS, the CITY and the COUNTY desire to enter into an agreement providing for a Municipal Influence Area (hereinafter "MIA") pursuant to the COUNTY's Zoning and Subdivision Ordinances, a Sewer Service Area Policy, and a Joint Planning Commission; and

WHEREAS, the governing bodies of the COUNTY and the CITY have by resolution duly approved and recorded this Interlocal Agreement (hereinafter the "Agreement") in their respective minutes.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and of the mutual benefits resulting from the Agreement, the Parties agree as follows:

**AGREEMENT**

This Agreement consists of this Interlocal Agreement, and Exhibit 1 delineating an MIA for the CITY and-delineating a Sewer Service Area.

**Municipal Influence Area Established**

The COUNTY Board of Commissioners approves, establishes, and designates an MIA for the CITY as shown in Exhibit 1. The CITY and the COUNTY shall review the CITY's MIA boundary every five (5) years and agree on its adjustment as appropriate. The first such review shall occur, after review and comment by the Municipal/County Planning Commission, by April 20, 2013 to take effect as of July 1, 2013.

The CITY's minimum standards of design (but not zoning) as addressed in Exhibit 1 to Section 3.20.2 of the County Subdivision Ordinance shall apply within the CITY's MIA, provided that the more stringent public street design standard, whether per the City Code or North Carolina DOT standards, shall apply.

The CITY shall create and adopt zoning districts substantially in conformance with the COUNTY's Mixed Use and Density Development Conditional Use Districts. On collector streets

in Density Development Conditional Use Districts within the CITY's MIA sidewalks shall be required only on one side of those collector streets.

For those zoning, subdivision, design, and/or development standards not addressed in this Agreement, the COUNTY standards, ordinances, small area plans and comprehensive plan shall be followed.

### **Sewer Service Area**

1. The Sewer Service Area delineated in Exhibit 1 (or as expanded pursuant to the provisions of this Agreement) sets forth an area within which the parties contemplate that developments should be served by sanitary sewer. An annexation petition shall not be required for extension of sanitary sewer in this area.

2. No sewer should be provided or programmed outside the Sewer Service Area except sewer may be provided outside of the Sewer Service Area for areas served by a regional lift station if approved for installation as follows:

(a) The CITY Planning Board and the COUNTY's Joint Planning Board, meeting either separately or together as the Municipal/County Planning Commission provided for below, shall each review a request for expansion of the Sewer Service Area to be served by PWC. Each board by a separate vote, and PWC, shall then make a recommendation to the COUNTY's Board of Commissioners. The COUNTY's Board of Commissioners shall approve or disapprove that request. If approved with sewer service to be provided by PWC, the area to be served by the regional lift station would then become part of the Sewer Service Area. Whether or not to provide sewer service shall be within the discretion of PWC according to its usual and customary policies and procedures.

(b) The COUNTY's Joint Planning Board shall review a request for expansion of the Sewer Service Area to be served by a sewer service provider other than PWC. The COUNTY's Joint Planning Board and that sewer service provider shall then each make a recommendation to the COUNTY Board of Commissioners. The COUNTY Board of Commissioners shall approve or disapprove that request. If approved with sewer service to be provided by that sewer service provider, the area to be served by the regional lift station would then become part of the appropriate Sewer Service Area. Whether or not to provide sewer service shall be within the discretion of the sewer service provider according to its usual and customary policies and procedures.

(c) The foregoing procedure shall not be required for or apply to any request for sanitary sewer service outside of the Sewer Service Area for economic development projects receiving incentives from the COUNTY Board of Commissioners or the Fayetteville/Cumberland County Chamber of Commerce. Each sewer service provider shall review such requests in accordance with its customary policies and procedures.

3. Within the Sewer Service Area, the development standards set forth below shall apply. Zoning District references are to those districts as described in the COUNTY's Code of Ordinances ("County Code"), as applicable.

More specifically,

- a. Sewer Service. Sewer Service (hereinafter "Sewer") shall be required when density is greater than 2.2 units per acre. Sewer will not be required when density is 2.2 units per acre or less, provided, however, this Agreement shall not be deemed to, or applied to, downzone or decrease allowable densities of properties as zoned as of April 30, 2008.
- b. Water Service. Water Service (hereinafter "Water") shall be required when density is 2.2 units per acre or greater, provided, however, this Agreement shall not be deemed to, or applied to, downzone or decrease allowable densities of properties as zoned as of April 30, 2008.
- c. Sidewalks. Sidewalks shall be required on one side of collector streets and along both sides of all thoroughfares. A thoroughfare is a major street in the street system that serves as an avenue for the circulation of traffic into, out, or around the community and carries high volumes of traffic. A collector is a street whose principal function is to carry traffic between local streets and thoroughfares and that also may provide direct access to abutting properties. It serves or is designed to serve (at build out), directly or indirectly, at least 100 dwelling units.
- d. Public Streets. The more stringent standard public street design standard, whether per the City Code or North Carolina DOT standards, shall apply.
- e. If the CITY's MIA boundary is subsequently extended to include an area formerly in the Sewer Service Area, a project in that area which has been approved for development in phases in the Sewer Service Area but which is thereafter brought into the CITY's MIA any phase undeveloped as of the date it is brought into the CITY's MIA may nevertheless be completed under COUNTY standards, regulations and ordinances if the developer obtains zoning permits for such phase and incurs substantial expenditures on reliance on that zoning permit within two years of the date the MIA boundary is extended to include that project.

#### **Municipal/County Planning Established**

1. The COUNTY and the CITY establish Municipal/County Planning for the purpose of addressing and making recommendations on inter-jurisdictional planning and related issues, examples of which may include, but are not limited to, transportation, air quality, parks, economic development (e.g., business park location siting), utility extensions, new school locations, military (e.g., housing, buffers, support areas), as well as small area plans that are in the MIA.

2. Municipal/County Planning shall be comprised of the City of Fayetteville Planning Commission and the Cumberland County Planning Board meeting in joint session. The City of Fayetteville Planning Commission and the Cumberland County Joint Planning Board shall meet quarterly, or more often as necessary or desirable to further the purposes of this Agreement, for Municipal/County Planning. The Chairperson from time to time of the City Planning Commission and of the Joint Planning Board shall alternate from year to year as Presiding Officer for Municipal/County Planning. The COUNTY and CITY planning staffs shall cooperate to provide staff and logistical support as appropriate for Municipal/County Planning.

**Duration and Termination**

1. This Agreement shall continue through December 31, 2030, except that either party may by resolution of its governing board terminate this Agreement on six months prior notice.

2. This Agreement may be amended by resolution of the City Council and COUNTY's Board of Commissioners.

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement as of the date first above written.

**COUNTY OF CUMBERLAND**

By: \_\_\_\_\_  
J. BREEDEN BLACKWELL, Chairman

ATTEST:

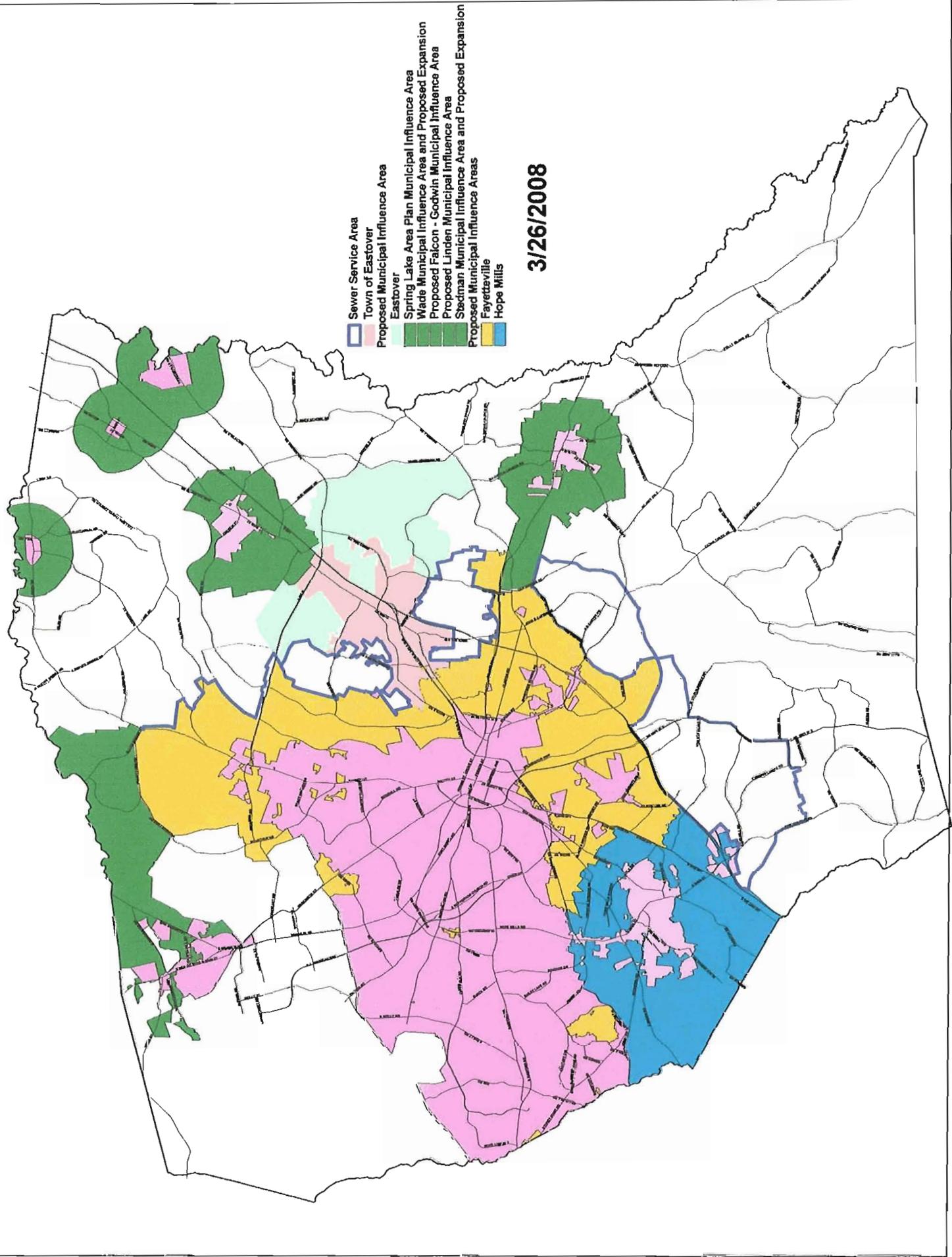
\_\_\_\_\_  
MARSHA FOGLE, Clerk to the Board

**CITY OF FAYETTEVILLE**

By: \_\_\_\_\_  
ANTHONY G. CHAVONNE, Mayor

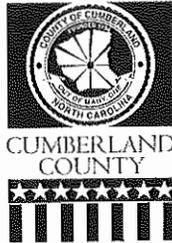
ATTEST:

\_\_\_\_\_  
CANDICE H. WHITE, City Clerk



- Sewer Service Area
- Town of Eastover
- Proposed Municipal Influence Area
- Eastover
- Spring Lake Area Plan Municipal Influence Area
- Wade Municipal Influence Area and Proposed Expansion
- Proposed Falcon - Godwin Municipal Influence Area
- Proposed Linden Municipal Influence Area
- Stedman Municipal Influence Area and Proposed Expansion
- Proposed Municipal Influence Areas
- Fayetteville
- Hope Mills

3/26/2008



ITEM NO. 5

**OFFICE OF THE COUNTY ATTORNEY**

Courthouse, 117 Dick Street – Suite 551 • P.O. Box 1829 • Fayetteville, North Carolina 28302-1829  
(910) 678-7762 • Fax: (910) 678-7758

May 13, 2008

**MEMORANDUM FOR BOARD OF COMMISSIONERS' AGENDA OF MAY 19, 2008**

**TO: BOARD OF COMMISSIONERS**

**FROM: GRAINGER R. BARRETT, COUNTY ATTORNEY** 

**SUBJECT: CONSIDERATION OF APPROVAL OF ADDITIONAL SCHOOL  
CONSTRUCTION PROJECT TO BE INCLUDED IN SALES TAX  
REIMBURSEMENT AGREEMENT**

**BACKGROUND:** In October, 2007, the Board of Commissioners approved a Sales Tax Reimbursement Agreement with the Board of Education for reimbursement of state sales tax on school construction projects. At that time, the only project for which reimbursement was requested and approved was the new school construction project for Gray's Creek Middle School. The Board of Education subsequently submitted additional requests for classroom addition projects at Cliffdale Elementary School, Glendale Acres Elementary School, Honeycutt Elementary School, Owen Elementary School and Eastover Central Elementary School.

The Board of Education has now submitted an additional request for classroom additions at District 7 Elementary School.

**RECOMMENDATION:** Consider whether to add project listed above, as Exhibit G to Sales Tax reimbursement Agreement dated October 15, 2007 between County and Board of Education.

*Celebrating Our Past... Embracing Our Future*

**“EXHIBIT G”**

**Attached and made a part hereof by reference  
to that certain Sales Tax Agreement dated October 15, 2007,  
by and between Cumberland County and Cumberland County Board of Education.**

**PROPERTY DESCRIPTION:**

**Being all that certain tract or parcel of  
land located in the city/town of Wade,  
Black River Township, Cumberland  
County, N.C., and consisting of 23.70  
acres.**

**SCHOOL PROPERTY NAME:**

**District 7 Elementary School**

**SCHOOL PROPERTY ADDRESS:**

**5721 Smithfield Road  
Wade, NC 28395**

**Conveyed by Special Warranty Deed  
dated : \_\_\_\_\_, and recorded in Deed Book \_\_\_\_\_, at  
Page \_\_\_\_\_, Cumberland County Registry.**



ITEM NO. 6

OFFICE OF THE COUNTY ATTORNEY

Courthouse, 117 Dick Street – Suite 551 • P.O. Box 1829 • Fayetteville, North Carolina 28302-1829  
(910) 678-7762 • Fax: (910) 678-7758

May 12, 2008

**MEMORANDUM FOR BOARD OF COMMISSIONERS' AGENDA OF MAY 19, 2008**

**TO: BOARD OF COMMISSIONERS**

**FROM: GRAINGER BARRETT, COUNTY ATTORNEY**

**SUBJECT: CONSIDERATION OF BOARD OF ELECTIONS CERTIFICATION OF RESULTS OF ¼ CENT SALES TAX REFERENDUM AND CONSIDERATION OF A RESOLUTION TO LEVY THE TAX EFFECTIVE OCTOBER 1, 2008**

**BACKGROUND:** The Board of Elections has certified the results of the May 6, 2008 referendum on the additional one quarter cent local option sales and use tax. The attached resolution would levy the additional one quarter cent local option sales and use tax beginning October 1, 2008, and direct that a certified copy of the resolution be sent to the North Carolina Secretary of Revenue. Ten days prior notice of the Board's consideration of this resolution was given as required by law; the legal notice was published on May 9, 2008.

**RECOMMENDATION:** Accept the Board of Elections' certification of the referendum results. Consider whether to adopt resolution levying the additional one quarter cent local option sales and use tax. The Board should also ratify and approve the staff's publication of legal notice as required by law.

Encl.

*Celebrating Our Past... Embracing Our Future*

**RESOLUTION OF THE CUMBERLAND COUNTY BOARD OF COMMISSIONERS  
LEVYING A ONE QUARTER CENT LOCAL OPTION SALES AND USE TAX IN ADDITION  
TO ALL OTHER STATE AND LOCAL OPTION SALES AND USE TAXES AS AUTHORIZED  
BY AND PURSUANT TO G.S. 105-537, AS APPROVED BY A MAJORITY OF THE VOTERS  
OF CUMBERLAND COUNTY VOTING IN A REFERENDUM DULY HELD ON MAY 6, 2008**

WHEREAS, G.S. 105-537 authorizes a Board of Commissioners to levy a one quarter cent (0.25%) local option sales and use tax in addition to all other State and local sales and use taxes in the County as provided by Article 46 of Chapter 105 of the North Carolina General Statutes, contingent on a referendum in which the majority of those casting ballots voted for the levy of the tax, and

WHEREAS, the Cumberland County Board of Commissioners directed the Cumberland County Board of Elections to conduct a referendum on May 6, 2008 on the question of whether to levy a one quarter cent (0.25%) local option sales and use tax in addition to all other State and local sales and use taxes in the County as provided by Article 46 of Chapter 105 of the North Carolina General Statutes, and

WHEREAS, a majority of the voters of Cumberland County voting in the referendum duly held on May 6, 2008 voted to approve the levy of a one quarter cent (0.25%) local option sales and use tax in addition to all other State and local sales and use taxes in the County as provided by Article 46 of Chapter 105 of the North Carolina General Statutes, with 30,621 ballots having been cast FOR (51.54%) and 28,788 ballots having been cast AGAINST (48.46%) the levy of the one quarter cent (0.25%) local option sales and use tax in addition to all other State and local sales and use taxes in the County, and

WHEREAS, the Board of Commissioners gave at least 10 days prior public notice of its proposed consideration of this Resolution on May 9, 2008 by publication of notice thereof in a newspaper of general circulation in Cumberland County,

WHEREAS, the Cumberland County Board of Commissioners hereby finds that the levy of the One-Quarter Cent (1/4¢) County Sales and Use Tax is necessary to help address and alleviate fiscal constraints within Cumberland County;

NOW, THEREFORE, BE IT RESOLVED by the Cumberland County Board of Commissioners:

(1) There is hereby levied within Cumberland County the One-Quarter Cent (1/4¢) County Sales and Use Tax, authorized in Section 31.17(b) of the Current Operations and Capital Improvements Appropriations Act of 2007 (Session Law 2007-323).

(2) Collection of the tax by the North Carolina Secretary of Revenue shall begin on and continue after the 1st day of October, 2008.

(3) The net proceeds of the tax levied herein shall be distributed by the Secretary of Revenue to Cumberland County in accordance with Article 39 Chapter 105 of the North Carolina General Statutes. Notwithstanding the provisions of Article 39 of Chapter 105, the additional One-Quarter Cent (1/4¢) County Sales and Use Tax shall not apply to the sales price of food that is exempt from tax pursuant to N.C.G.S. 105-164.13B. The Secretary shall not divide the amount allocated to a county between Cumberland County and the municipalities within Cumberland County.

(4) This Resolution is effective upon its adoption, and a certified copy hereof shall be forwarded to Reginald S. Hinton, Secretary, North Carolina Department of Revenue, P.O. Box 25000, Raleigh, NC 27640, along with a certified copy of the Cumberland County Board of Elections results from the referendum.

Adopted this 19th day of May, 2008.

(SEAL)

COUNTY OF CUMBERLAND

BY: \_\_\_\_\_  
J. BREEDEN BLACKWELL, Chairman  
Board of Commissioners

Attest:

\_\_\_\_\_  
MARSHA FOGLE, Clerk to the Board

**PRIMARY ELECTION**  
May 6, 2008  
**ABSTRACT OF VOTES**  
FOR  
FEDERAL, STATE AND COUNTY OFFICES  
STATE OF NORTH CAROLINA

**INSTRUCTIONS**

THREE COPIES are to be made. One copy is to be signed by the County Board of Elections and delivered by them, when the canvass is concluded, to the Clerk of Superior Court. One copy is to be retained by the County Board of Elections. One copy is to be mailed on canvass day to the Chairman of the State Board of Elections, Raleigh, North Carolina (GS 163-176)

**STATE OF NORTH CAROLINA**  
**COUNTY OF CUMBERLAND**

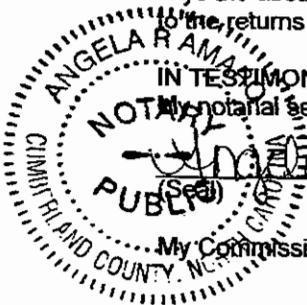
The County Board of Elections for said county, having opened, canvassed, and judicially determined the original returns of the election in the precincts in this county, held as above stated, do hereby certify that the above is a true abstract thereof, and contains the number of legal ballots cast in each precinct for each office named, the name of each person voted for, their party affiliation, and the number of votes cast for each person for the office named.

This is the 13th day of May, 2008

Carol H. Goins  
[Signature]  
Richard H. Carle

This day personally appeared before me, Carole Goins  
Chairman of the County Board of Elections, who being duly sworn,  
says the abstract of votes herein contained is true and correct, according  
to the returns made to said Board.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed  
my notarial seal this the 13th day of May, 2008.



Angela R. Amore

My Commission (if any) Expires: 5-20-2012

COUNTY SALES AND USE TAX OVER17

01 = FOR  
 02 = AGAINST

VOTES PERCENT

30,621 51.54  
 28,788 48.46

	01	02
0010 ARRAN HILLS	465	528
0020 ALDERMAN	683	519
0030 AUMAN-G5	716	822
0040 BEAVER DAM-G6	176	259
0060 BLACK RIVER-G7	198	215
0070 BRENTWOOD-G5	357	409
0080 CROSS CREEK #01	291	347
0090 CROSS CREEK #02-G1	307	356
0100 CROSS CREEK #03	129	182
0110 CROSS CREEK #04	318	136
0120 CROSS CREEK #05	314	408
0130 CROSS CREEK #06	253	187
0140 CROSS CREEK #07	376	93
0150 CROSS CREEK #08	546	145
0160 CROSS CREEK #09-G2	890	690
0170 CROSS CREEK #10	281	160
0180 CROSS CREEK #11-G3	170	144
0190 CROSS CREEK #12	644	170
0200 CROSS CREEK #13	193	332
0210 CROSS CREEK #14	767	293
0220 CROSS CREEK #15	723	323
0230 CROSS CREEK #16	612	510
0240 CROSS CREEK #17	446	537
0250 CROSS CREEK #18	499	172
0260 CROSS CREEK #19	140	200
0270 CROSS CREEK #20-G4	400	288
0280 CROSS CREEK #21	556	550
0290 CROSS CREEK #22-G2	644	617
0300 CROSS CREEK #23-G2	928	751
0310 CROSS CREEK #24	207	165
0320 CROSS CREEK #25	350	309
0330 CROSS CREEK #26	548	596
0340 CROSS CREEK #27	362	569
0350 CROSS CREEK #28-G5	766	991
0360 CROSS CREEK #29	380	397
0370 CROSS CREEK #30-G4	296	217
0380 CROSS CREEK #31	354	306
0390 CROSS CREEK #32	214	227
0400 CROSS CREEK #33	517	389
0410 CROSS CREEK #34	502	267
0420 CEDAR CREEK-G6	363	336
0430 CLIFFDALE WEST	739	1005
0450 CUMBERLAND #2	342	353
0460 CUMBERLAND #3-G8	267	332
0490 HOPE MILLS #2-G9	652	755
0500 HOPE MILLS #3-G9	458	329
0510 JUDSON-VANDER-G1	572	462
0520 LINDEN	481	468
0530 LONGHILL-G2	587	547
0540 LAKE RIM	432	664
0550 MANCHESTER-G11	107	262
0560 MONTIBELLO	215	352
0570 MORGANTON RD #2	454	452
0580 PEARCES MILL #2-G3	598	759
0590 PEARCES MILL #3-G3	258	201
0600 PEARCES MILL #4-G4	123	229

COUNTY SALES AND USE TAX OVER17  
 01 = FOR  
 02 = AGAINST

VOTES PERCENT  
 30,621 51.54  
 28,788 48.46

(CONTINUED FROM PREVIOUS PAGE)

	01	02
0620 SHERWOOD	309	313
0630 SPRING LAKE-G11	644	657
0650 STEDMAN-G6	537	489
0660 WADE-G7	203	146
0670 WESTAREA-G2	653	948
0680 HOPE MILLS #1A-G8	395	369
0690 HOPE MILLS #4-G10	345	343
0700 CUMBERLAND #1A-G8	248	267
0710 CUMBERLAND #4-G8	543	565
0720 EASTOVER #1	676	339
0730 EASTOVER #2	320	263
0740 STONEY POINT #1-G10	407	301
0750 STONEY POINT #2-G10	561	406
0751 ONE STOP 100	0	0
0752 ONE STOP 100 A	111	95
0753 ONE STOP 100 B	9	16
0754 ONE STOP 100 C	21	11
0755 ONE STOP 100 D	35	27
0756 ABSENTEE BY MAIL	189	402
0757 PROVISIONAL	249	549
0758 CURBSIDE	0	0

J. BREEDEN BLACKWELL  
Chairman

JEANNETTE M. COUNCIL  
Vice Chairman

KENNETH S. EDGE  
JOHN T. HENLEY, JR.  
BILLY R. KING  
EDWARD G. MELVIN  
DIANE WHEATLEY



MARSHA S. FOGLE  
Clerk to the Board

MARIE COLGAN  
Deputy Clerk

**BOARD OF COMMISSIONERS**

5th Floor, New Courthouse • P.O. Box 1829 • Fayetteville, North Carolina 28302-1829  
(910) 678-7771 • Fax: (910) 678-7770

May 6, 2008

ITEM NO. 7A

**May 19, 2008 Agenda Item**

**MEMORANDUM**

TO: Board of Commissioners  
FROM: Marie Colgan, Deputy Clerk *MC*  
SUBJECT: ABC Board

The ABC Board will have the following vacancies on June 30, 2008:

**Stephen T. Horne, Jr.** - Completing first term. Eligible for reappointment.

**Valerie Wynne-Hall** - Completing first term. Eligible for reappointment.

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

**PROPOSED ACTION:** Make nominations to fill the two (2) vacancies.

Attachments

pc: Gene Webb, ABC Board General Manager

*Celebrating Our Past... Embracing Our Future*

## ABC BOARD

## 3 Year Term

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Stephen T. Horne, Jr. (W/M) 801 Fairfield Road Fayetteville, NC 28303 484-0487 (filling unexpired term)	12/06	1st	June/08 6/30/08	Yes
Edward Maynor (AI/M) 3718 Floyd Drive Hope Mills, NC 28348 424-4214/425-5668(W)	6/06	1st	June/09 6/30/09	Yes
Bobby L. Knight (W/M) PO Box 1842 Fayetteville, NC 28302 323-0023/624-5533	6/07	1 <sup>st</sup>	June/10 6/30/10	Yes
Glenn B. Adams 407 Hilliard Drive Fayetteville, NC 28311 822-4578/222-1400(W)	6/07	2 <sup>nd</sup>	June/10 6/30/10	No
Valerie Wynne-Hall ( /F) 327 E. Lock Haven Drive Fayetteville, NC 28314 868-6755/424-7665(W) (filling unexpired term)	12/06	1st	June/08 6/30/08	Yes

Commissioner Liaison: Breeden Blackwell

Regular Meetings: 2nd Monday of the month at 6:00 PM in the Conference Room at the office on Owen Drive (1705 Owen Drive, Fayetteville, NC 28304).

Contact: ABC Board General Manager Gene Webb, 484-8167.

APPLICANTS FOR  
ABC BOARD

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
CHESTNUTT, A. JOHNSON (W/M) 578 MILDEN ROAD FAYETTEVILLE, NC 28314 484-6365/323-1040(W)	ACCOUNTANT FAIRCLOTH & CO.	BSBA
CHISOLM, ALICIA S. (AA/F) 1855 CASCADE STREET FAYETTEVILLE, NC 28301 488-7820/488-5935 (W) <b>**SERVES ON THE CIVIC CENTER COMMISSION**</b>	SELF EMPLOYED RETIRED DOA CIVILIAN	MBA & BS – BUSINESS ADMIN/MGT
FADDIS, JAMES M. (W/M) 1871 WINDLOCK DRIVE FAYETTEVILLE, NC 28304 425-5739/396-6511 (W)	INFO TECH SUPERV. FT. BRAGG	AS – ELECTRONICS TECH AA – GENERAL EDUCATION
FLEMING JR, DR. REV. JOE (B/M) 7235 RYAN STREET FAYETTEVILLE, NC 28314 868-1428/257-7323	RETIRED	16 YEARS
HIGHT, ROBERT K. (W/M) 3210 PLAYER AVENUE FAYETTEVILLE, NC 28304 322-2414/484-1151 X620 (W)	TEACHER TERRY SANFORD HS	BA & MA – POLITICAL SCIENCE
JAMES, THEADY E. ( / ) 3523 WORLEY STREET FAYETTEVILLE, NC 28311 339-5312	RETIRED (UNKNOWN)	HS GRAD, 1 YR-FTCC
JOHNSON, LENNIE E. (W/M) 6360 SMITHFIELD WADE, NC 28395 980-1401	RETIRED – LAW ENFORCEMENT	SOME COLLEGE L.E. ACADEMY
LEWIS, SHERYL J. (W/F) 3011 BANKHEAD DRIVE FAYETTEVILLE, NC 28306 426-6999	RETIRED EDUCATOR	BA, MA, ED.S.
MACK, DAVID J. (B/M) 5479 LYNBROOK COURT FAYETTEVILLE, NC 28314 867-1214 <b>**SERVES ON THE EQUALIZATION &amp; REVIEW BOARD**</b>	RETIRED	MASTERS – ED.
MERCER, CARLON G. (W/M) 1846 WAYNE LANE FAYETTEVILLE, NC 28304 425-0243/624-4334 (C)	RETIRED CC SCHOOLS	HS, CONTINUING EDUC COURSES

ABC BOARD APPLICANTS, PAGE 2

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
POPE, RITA J. (B/F) 679 BARTON'S LAND PL #4 FAYETTEVILLE, NC 28314 864-4993	RETIRED CC JAILER	SOME COLLEGE
SALLEY, LUKE (B/M) 104 UNIVERSITY AVENUE FAYETTEVILLE, NC 28301 364-8505/483-0121 (W)	RETIRED CORRECTIONAL CAPTAIN FIRST PRESBY. CHURCH	BA – ECONOMICS & ACCOUNTING
SHORTER, FLOYD L. (AA/M) 6438 TOUCHSTONE DRIVE FAYETTEVILLE, NC 28311 822-6403/222-8915 (W) <b>**SERVES ON THE CIVIC CENTER COMMISSION**</b>	COLLEGE ADMINISTRATOR FSU	BS – SCIENCE/ BUS MGT
WATSON, LORA (W/F) 3509 GOLFVIEW DRIVE HOPE MILLS, NC 28348 485-3558/678-0700 (W) <b>**SERVES ON NURSING HOME ADVISORY BOARD**</b>	PROJECT COORDINATOR OFFICE MANAGER ABC BUILDING CONCEPTS	AS –BUSINESS ADMIN OPERATIONS MGT
WILLIFORD, CARL P. (PAT)(W/M) 951 S. MCPHERSON CHURCH ROAD FAYETTEVILLE, NC 28303 223-0223/484-2168 (W)	CPA WILLIFORD, HIGH & CO.	BS/BA
YEPEZ, JOSE ( /M) 3900 FOSTER DRIVE FAYETTEVILLE, NC 28311 488-4423/728-8660	RETIRED	BS-BUSINESS AS-PUBLIC ADMIN

J. BREEDEN BLACKWELL  
Chairman

JEANNETTE M. COUNCIL  
Vice Chairman

KENNETH S. EDGE  
JOHN T. HENLEY, JR.  
BILLY R. KING  
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MARSHA S. FOGLE  
Clerk to the Board

MARIE COLGAN  
Deputy Clerk

**BOARD OF COMMISSIONERS**

5th Floor, New Courthouse • P.O. Box 1829 • Fayetteville, North Carolina 28302-1829  
(910) 678-7771 • Fax: (910) 678-7770

May 12, 2008

ITEM NO. 7B

**May 19, 2008 Agenda Item**

TO: Board of Commissioners  
FROM: Marie Colgan, Deputy Clerk *MC*  
SUBJECT: Criminal Justice Partnership Advisory Board

The Criminal Justice Partnership Advisory Board will have the following vacancies on June 30, 2008:

Victim Services Programs Representative:  
**Sharon Wright Hucks** – completing 3<sup>rd</sup> term.

Probation Officer/Assistant JDM:  
**A. Wayne Marshburn** – completing 3<sup>rd</sup> term.  
**B. Jonette Quenum** – completing 1<sup>st</sup> term.

Sheriff or Designee:  
**Major John McRaney** – completing 3<sup>rd</sup> term.

Substance Abuse Service Representative:  
**James Miller** – completing 4<sup>th</sup> term.

(As you will note, most of these individuals are completing more than two terms, but specific slot designations require these individuals to serve additional terms.)

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

**PROPOSED ACTION: Make nominations to fill the five (5) vacancies.**

Attachments

pc: Elizabeth Keever, Chief District Court Judge  
Callie Gardner, Day Reporting Center Director

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## CRIMINAL JUSTICE PARTNERSHIP ADVISORY BOARD

9/07

3-year terms

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Probation Officer/Assistant JDM</u> Jonette Quenum(/F) Div. of Community Corrections 412-A Russell Street Fayetteville, NC 28301 486-1890 (W)	8/05	1 <sup>st</sup>	June/08 6/30/08	Yes
A. Wayne Marshburn, JDM Div. of Community Correction 412-A W. Russell Street Fayetteville, NC 28301 486-1161(W)	8/05	3 <sup>rd</sup>	June/08 6/30/08	Yes
<u>Superior Court Judge</u> E. Lynn Johnson Cumberland County 117 Dick Street Fayetteville, NC 28301	6-07	1 <sup>st</sup>	June/10 6/30/10	Yes
<u>District Court Judge</u> Beth Keever (W/F) Cumberland County Courthouse 117 Dick Street Fay., NC 28301 678-2901(W)	6/06	5 <sup>th</sup>	June/09 6/30/09	Yes
<u>Police Chief or Designee</u> Captain David Houp Fayetteville Police Department 467 Hay Street Fay., NC 28301 433-1861	9/07	1 <sup>st</sup>	Sept/10 9/30/10	Yes
<u>Sheriff or Designee</u> Major John McRainey Cumberland County Sheriff's Office Law Enforcement Center 131 Dick Street Fay., NC 28301 323-1500(W)	8/05	3 <sup>rd</sup>	June/08 6/30/08	Yes

CRIMINAL JUSTICE PARTNERSHIP ADVISORY BOARD PG. 2

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Community-Based Corrections Programs Representative</u>				
Sue Horne ( /F) Fayetteville Area Sentencing 310 Green Street, Suite 110 Fay., NC 28301 323-5852	4/06	1 <sup>st</sup>	April/09 4/30/09	Yes
<u>District Attorney</u>				
Ed Grannis (W/M) Cumberland County Courthouse 117 Dick Street Fay., NC 28301 678-2915(W)	6/07	5 <sup>th</sup>	June/10 6/30/10	Yes
<u>Victim Services Programs Representative</u>				
Sharon Wright Hucks (B/F) Cumberland County District Attorney's Office Cumberland County Courthouse Fay., NC 28301 678-2915(W)	8/05	3 <sup>rd</sup>	June/08 6/30/08	Yes
<u>At-Large</u>				
Leesa Jensen (W/F) 719 Ashfield Drive Fay., NC 28311 630-0253/433-1695(W)	6/07	1 <sup>st</sup>	June/10 6/30/10	Yes
Frederick H. Frimet (C/M) 1163 Bluebird Lane Fay., NC 28311 488-7486(H)	6/07	2 <sup>nd</sup>	June/10 6/30/10	No
Richard A. Hayes 332 Summertime Road Fay., NC 28303 484-0137/733-4564(W)	6/07	4 <sup>th</sup>	June/10 6/30/10	No
Carrie M. Heffney (B/F) 7665 Wilkins Drive Fay., NC 28311 488-0707/678-8351(W)	6/06	4 <sup>th</sup>	June/09 6/30/09	Yes

CRIMINAL JUSTICE PARTNERSHIP ADVISORY BOARD PG. 3

<u>Name/Address</u>	<u>Date</u> Appointed	<u>Eligible For</u> Term	Expires	Reappointment
<u>At-Large</u>				
William David McFadyen (W/M) 7122 Hunters Point Drive Fay., NC 28311 822-2362	6/07	1 <sup>st</sup>	June/10 6/30/10	Yes
Kirk Nance 603 Pilot Avenue Fay., NC 28303 484-4140/323-3500(W)	6/06	2 <sup>nd</sup>	June/09 6/30/09	No
<u>Public Defender</u>				
Ron McSwain (W/M) Cumberland County Courthouse, Suite 307 117 Dick Street Fay., NC 28301 678-2918(W)	6/07	5 <sup>th</sup>	June/10 6/30/10	Yes
<u>County Commissioner</u>				
Diane Wheatley (W/F) P.O. Box 1829 Fay., NC 28302 678-7771(W)	6/07	1 <sup>st</sup>	June/10 6/30/10	Yes
Jeannette Council (B/F) P.O. Box 1829 Fay., NC 28302 678-7771(W)	10/06 (to fill unexpired term)	1 <sup>st</sup>	June/09 6/30/09	Yes
<u>Substance Abuse Service Representative</u>				
James Miller (W/M) RR 1, Box 340 Hope Mills, NC 28348 485-6953	8/05	4 <sup>th</sup>	June/08 6/30/08	Yes
<u>Criminal Defense Attorney</u>				
David Delaney 325 Green Street Fay., NC 28301 484-9696 (W)	6/07	1 <sup>st</sup>	June/10 6/30/10	Yes

CRIMINAL JUSTICE PARTNERSHIP ADVISORY BOARD PG. 4

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>County Manager or Designee</u> Juanita Pilgrim (B/F) P.O. Box 1829 Fay., NC 28302 678-7723(W)	6/00	N/A	N/A	Yes

Meetings: Second Tuesday (of the last month) of Each Quarter, 5:30 PM, Cumberland County Day Reporting Center, 412 W. Russell Street, Fayetteville, NC 28301-5548

Contact: Callie Gardner, Director of Day Reporting Center (or Lisa Greeno) x6126

APPLICANTS FOR  
CRIMINAL JUSTICE PARTNERSHIP ADVISORY BOARD

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
BRIGGS, BENITA Y. (B/F) 1116 BINGHAM DRIVE FAYETTEVILLE, NC 28304 822-1154/672-1294 (W) <b>**SERVES ON THE ADULT CARE HOME ADVISORY BOARD**</b>	OFFICE ASSISTANT IV FSU	BA IN HISTORY; 08 GRAD – BA IN SOCIOLOGY
DAVIS, CHRISTOPHER (W/M) 7441 WILKINS DRIVE FAYETTEVILLE, NC 28311 482-4106/433-1825	POLICE OFFICE CITY OF FAYETTEVILLE	BS, CRIMINAL JUSTICE M.P.A. – PUBLIC ADMIN
FLEMING JR., DR. REV. JOE (B/M) 7235 RYAN STREET FAYETTEVILLE, NC 28314 868-1428/257-7323	RETIRED	16 YEARS
JACKSON, CRYSTAL EVE (B/F) 6422 KINCROSS AVENUE FAYETTEVILLE, NC 28304 426-3351	SITTER FOR THE ELDERLY CAROLINA INN	EXPECTED BA 12/07 IN CRIMINAL JUSTICE
JOHNSON, LENNIE E. (W/M) 6360 SMITHFIELD WADE, NC 28395 980-1401	RETIRED – LAW ENFORCEMENT	SOME COLLEGE L.E. ACADEMY
MARSHALL, BARBARA SUMMEY (B/F) 7640 WILKINS DRIVE FAYETTEVILLE, NC 28311 488-2615/977-2303(W) <b>** SERVES ON BOARD OF HEALTH</b>	NAVY RESERVE CHAPLAIN	BA – PSYCHOLOGY MA – RELIGIOUS ED. DR. OF MINISTRY
McLAMB, CHRIS (W/M) 5005 SOUTH RIVER SCHOOL RD WADE, NC 28395 483-0973/(919)716-3039 (W) <b>**SERVES ON THE JUVENILE CRIME PREVENTION COUNCIL**</b>	PROGRAM DIRECTOR NC DEPT OF CORRECTIONS	BA – SOCIOLOGY
McMILLAN, ROSIE G. (B/F) 1972 CULPEPPER LANE FAYETTEVILLE, NC 28304 864-0158/672-1105 (W)	PROJECT COORDINATOR FSU	BS – CRIMINAL JUSTICE M.A. – SOCIOLOGY
MERRITT, EDGAR F. (B/M) 1506 BOROS DRIVE FAYETTEVILLE, NC 28303 822-2976 <b>**SERVES ON THE ADULT CARE HOME COMM ADVISORY BOARD**</b>	RETIRED POLICE OFFICER	UNIVERSITY 1960-63
SALLEY, LUKE (B/M) 104 UNIVERSITY AVENUE FAYETTEVILLE, NC 28301 364-8505/483-0121 (W)	RETIRED CORRECTIONAL CAPTAIN FIRST PRESBY. CHURCH	BA – ECONOMICS & ACCOUNTING

Criminal Justice Partnership Advisory Board – page 2

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
SULLIVAN, JOSEPH (Joe) (W/M) 2906 HIGH PLAINS DRIVE HOPE MILLS, NC 28348 717-1619/723-9227 (C)	SUBSTITUTE – RETIRED CC TEACHER	2 YR MASTERS

J. BREEDEN BLACKWELL  
Chairman

JEANNETTE M. COUNCIL  
Vice Chairman

KENNETH S. EDGE  
JOHN T. HENLEY, JR.  
BILLY R. KING  
EDWARD G. MELVIN  
DIANE WHEATLEY



MARSHA S. FOGLE  
Clerk to the Board

MARIE COLGAN  
Deputy Clerk

**BOARD OF COMMISSIONERS**

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ITEM NO. 7C

May 6, 2008

**May 19, 2008 Agenda Item**

TO: Board of Commissioners  
FROM: Marie Colgan, Deputy Clerk *MC*  
SUBJECT: Department of Social Services Board

The Department of Social Services Board will have the following vacancy on June 30, 2008:

**Chet Oehme** - Completing first term. Eligible for reappointment.

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

**PROPOSED ACTION:** Make nomination to fill the vacancy.

pc: Rosemary Zimmerman, Interim Social Services Director

*Celebrating Our Past... Embracing Our Future*

SOCIAL SERVICES BOARD  
3 Year Term

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Chet Oehme ( /M) P.O. Box 36333 Fayetteville, NC 28303 864-3257/391-1231(Cell)	6/05	1st	June/08 6/30/08	Yes
Marvin Rouse ( /M) 609 Endsleigh Court Fayetteville, NC 28311 488-8245/494-2578 (C)	6/07	1st	June/10 6/30/10	Yes
<u>Social Services Board Appointee</u>				
Lyn Green ( /F) 3339 Quarry Road Fayetteville, NC 864-0593	6/06	1st	June/09 6/30/09	Yes
<u>State Social Services Commission Appointee</u>				
George Hendricks 5713 Dobson Drive Fayetteville, NC 28311 822-1410	6/05	1 <sup>st</sup>	June/08 6/30/08	Yes
<u>State Social Services Commission Appointee</u>				
Mary Deyampert-McCall (B/F) 1220 Wild Pine Drive (filling unexpired term/eligible for 2 more terms) Fayetteville, NC 28312 630-7698 (W)	12/07	1st	June/10 6/30/10	Yes

Commissioner Liaison: Kenneth Edge

Contact: Rosemary Zimmerman, Interim Director  
(Sandra Pittman – 677-2035)

Meeting Date: Last Wednesday of each month at 1:00 PM, Board Room, DSS Building

APPLICANTS FOR  
SOCIAL SERVICES BOARD

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
BERRY-CABAN, CRISTOBAL S. (H/M) 5739-01 IVANHOE COURT FAYETTEVILLE, NC 28314 (813) 751-3004/907-8844	MEDICAL STATISTICIAN WOMACK ARMY MED CTR	PHD – URBAN SOCIAL INST. MA – HISTORY & POLITICAL SCIENCE; BA – HISTORY
CAMPBELL, REBECCA (W/F) 7027 DARNELL STREET FAYETTEVILLE, NC 28314 487-1555/432-6393 (W)	DIRECTOR, FT BRAGG DEPT OF EDUC AND LIBRARIES	Ed.D. – SPECIAL EDUC.
CARTER, JAMES M. (W/M) 1212 CASTLEROCK DRIVE FAYETTEVILLE, NC 28304 484-4550/678-9896 (W)	PART-TIME TEACHER MEDIA PRODUCTION	BS - COMMUNICATIONS MINOR IN ART CONTINUING EDUC.
DILLON, MARY E. ( /F) 3209 MCCHOEN DRIVE FAYETTEVILLE, NC 28301 822-2045/678-8348(W)	BASIC SKILLS INSTRUCTOR	BS – ELEM. EDUCATION
HALL, BARBARA M. (W/F) 1305 SKYLINE DRIVE FAYETTEVILLE, NC 28314 495-0603/483-8970 (W)	EXECUTIVE DIRECTOR OF CONTACT CRISIS HELPLINE	BA – SOCIOLOGY (2007) MS IN HUMAN SVS
POPE, RITA J. (B/F) 679 BARTON'S LAND PL #4 FAYETTEVILLE, NC 28314 864-4993	RETIRED CC JAILER	SOME COLLEGE
SULLIVAN, JOSEPH (Joe) (W/M) 2906 HIGH PLAINS DRIVE HOPE MILLS, NC 28348 717-1619/723-9227 (C)	SUBSTITUTE – RETIRED CC TEACHER	2 YR MASTERS
THOMPSON-PINCKNEY, TERESA (AA/F) 472 BRANDERMILL ROAD FAYETTEVILLE, NC 28314 867-7409	ADMINISTRATOR FSU	BA-CRIMINOLOGY & CRIMINAL JUSTICE MA-SOCIOLOGY
VASILOPOULOS, NATALIE 1833 CAMELOT DRIVE FAYETTEVILLE, NC 28304 425-5116/(828) 467-9300 (C)	HOMEMAKER	BA – CRIMINAL JUSTICE
WARREN, JOHNETTA (B/F) 411 HALCYON CIRCLE FAYETTEVILLE, NC 28306 868-4002/261-3735 (C)	WORK FIRST PROGRAM	GED

SOCIAL SERVICES BOARD APPLICANTS, PAGE 2

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
WOLFE, JACQUELINE B. (W/F) 1812 MANCHESTER STREET FAYETTEVILLE, NC 28303 484-8588/484-5146 (W) <b>**SERVES ON THE ADULT CARE HOME COMMUNITY ADV. BOARD**</b>	MEMBER SERVICES REP FAYETTEVILLE POSTAL CU	HS; SOME TECH COURSES
YEPEZ, JOSE ( /M) 3900 FOSTER DRIVE FAYETTEVILLE, NC 28311 488-4423/728-8660	RETIRED	BS-BUSINESS AS-PUBLIC ADMIN

J. BREEDEN BLACKWELL  
Chairman

JEANNETTE M. COUNCIL  
Vice Chairman

KENNETH S. EDGE  
JOHN T. HENLEY, JR.  
BILLY R. KING  
EDWARD G. MELVIN  
DIANE WHEATLEY



MARSHA S. FOGLE  
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MARIE COLGAN  
Deputy Clerk

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ITEM NO. 7D

May 13, 2008

**May 19, 2008 Agenda Item**

**MEMORANDUM**

TO: Board of Commissioners

FROM: Marie Colgan, Deputy Clerk *MC*

SUBJECT: Fayetteville Technical Community College Board of Trustees

The Fayetteville Technical Community College Board of Trustees will have the following vacancy on June 30, 2008.

Thornton W. Rose – completes 2<sup>nd</sup> term. Not eligible for reappointment. Dr. Larry Keen (President) and Dr. Marye Jeffries (Board Chair) recommends **David McCune, Jr.** fill this vacancy.

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

**PROPOSED ACTION:** Make nomination to fill the vacancy (1).

pc: Dr. J. Larry Keen

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FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE  
BOARD OF TRUSTEES  
(County Appointees)  
4 Year Terms

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Lula Crenshaw (B/F) 878 Sunbury Drive Fayetteville, NC 28311 488-5549	5/06	2nd	June/10 6/30/10	No
William S. Wellons, Jr. (W/M) P.O. Box 766 Spring Lake, NC 28390 868-5435/436-3131(W)	6/07	2 <sup>nd</sup>	June/11 6/30/11	No
Thornton W. Rose (W/M) 2614 Mirror Lake Drive Fayetteville, NC 28303 484-9060	5/04	2nd	June/08 6/30/08	No
Sheryl Lewis (W/F) 3011 Bankhead Drive Fayetteville, NC 28306 426-6999	8/07 filling unexpired term	1st	June/09 6/30/09	Yes

Contact person: Dr. J. Larry Keen, President or Betty Shackelford 678-8222  
PO Box 35236, Fay NC 28303  
Fax # 678-8269  
e-mail: shackelb@faytechcc.edu

Meetings: Board has been meeting the 3rd Monday of each month at 12:45 pm – Tony Rand Student Center, Board Room. No meetings in July or December. (Once each quarter required by bylaws)  
-written notification sent for all regularly-called meetings.

\* Terms extended by the General Assembly.

APPLICANTS FOR  
FTCC BOARD OF TRUSTEES

<u>NAME/ADDRESS/PHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
ANDERSON, LARRY D. (AA/M) 7669 WILKINS DRIVE FAYETTEVILLE, NC 28311 488-6099/396-8991 (W)	PASTOR/NEW CALVARY CHURCH; CHEMICAL BIOLOGICAL, RADIOLOGY DEFENSE INSTRUCTOR/FT. BRAGG	BS – PSYCHOLOGY MPA- ENVIRONMENTAL MANAGEMENT
ANDREWS-McCALL, MAXINE (B/F) 5637 MUM CREEK LANE FAYETTEVILLE, NC 28304 423-1727/322-5800 (C)	RETIRED	DOCTORATE IN EDUC. ADMINISTRATION
BUSH-McMANUS, PATRICIA (B/F) 3472 THORNDIKE DRIVE FAYETTEVILLE, NC 28311 488-1314/484-6839 (W) <b>**SERVES ON THE TOURISM DEVELOPMENT AUTHORITY**</b>	SITE DIRECTOR – TROY UNIVERSITY/FAYETTEVILLE	DOCTORAL STUDENT
CHESTNUTT, A. JOHNSON (W/M) 578 MILDEN ROAD FAYETTEVILLE, NC 28314 484-6365/323-1040(W)	ACCOUNTANT FAIRCLOTH & CO.	BS/BA
CHISOLM, ALICIA S. (AA/F) 1855 CASCADE STREET FAYETTEVILLE, NC 28301 488-7820/488-5935 (W) <b>**SERVES ON THE CIVIC CENTER COMMISSION**</b>	SELF EMPLOYED RETIRED DOA CIVILIAN	MBA & BS – BUSINESS ADMIN/MGT
GABRIEL, GRANT (W/M) 3690 RAEBURN COURT FAYETTEVILLE, NC 28314 678-8995/907-0203 (W)	EDUCATOR ADMINISTRATOR FT. BRAGG SCHOOLS	BS, MS, M. ED, ED. D
HIGHT, ROBERT K. (W/M) 3210 PLAYER AVENUE FAYETTEVILLE, NC 28304 322-2414/484-1151 X620 (W)	TEACHER TERRY SANFORD HS	BA & MA – POLITICAL SCIENCE
HOLLOMAN, GWEN (B/F) 721 EDGEHILL ROAD FAYETTEVILLE, NC 28314 868-1691/822-7968 (W)	HIGH PERFORMANCE DEVELOPMENT COORD. VA HOSPITAL	RHIA/M.Ed
LEWIS, BOB (W/M) 3011 BANKHEAD DRIVE FAYETTEVILLE, NC 28306 426-6999	RETIRED EDUCATOR	BS, MASTERS
McCUNE JR, DAVID (W/M) 4801 RESEARCH DRIVE FAYETTEVILLE, NC 28306 297-6034/424-2978 (W)	VP – McCUNE TECHNOLOGY HS; SOME COLLEGE	

FTCC BOARD OF TRUSTEES APPLICANTS, PAGE 2

EDUCATIONAL NAME/ADDRESS/PHONE	OCCUPATION	BACKGROUND
SALLEY, LUKE (B/M) 104 UNIVERSITY AVENUE FAYETTEVILLE, NC 28301 364-8505/483-0121 (W)	RETIRED CORRECTIONAL CAPTAIN FIRST PRESBY. CHURCH	BA – ECONOMICS & ACCOUNTING
THOMPSON-PINCKNEY, TERESA (AA/F) 472 BRANDERMILL ROAD FAYETTEVILLE, NC 28314 867-7409	ADMINISTRATOR FSU	BA-CRIMINOLOGY & CRIMINAL JUSTICE MA-SOCIOLOGY
WILLIFORD, CARL P. (PAT)(W/M) 951 S. MCPHERSON CHURCH ROAD FAYETTEVILLE, NC 28303 223-0223/484-2168 (W)	CPA	BS/BA

J. BREEDEN BLACKWELL  
Chairman

JEANNETTE M. COUNCIL  
Vice Chairman

KENNETH S. EDGE  
JOHN T. HENLEY, JR.  
BILLY R. KING  
EDWARD G. MELVIN  
DIANE WHEATLEY



MARSHA S. FOGLE  
Clerk to the Board

MARIE COLGAN  
Deputy Clerk

**BOARD OF COMMISSIONERS**

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ITEM NO. 7E

May 13, 2008

**May 19, 2008 Agenda Item**

**MEMORANDUM**

TO: Board of Commissioners  
FROM: Marie Colgan, Deputy Clerk *MC*  
SUBJECT: Joint Planning Board

The Joint Planning Board will have the following vacancies on June 30, 2008:

Clifton McNeill, Jr. – Completing second term. Not eligible for reappointment. The Planning Board recommends **Walter Clark** for this position.

**Roy Turner** – Completing 1<sup>st</sup> term. Eligible for reappointment.

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

**PROPOSED ACTION:** Make nomination to fill the two (2) vacancies.

Attachments

pc: Tom Lloyd, Planning/Inspections Director

*Celebrating Our Past...Embracing Our Future*

JOINT PLANNING BOARD  
4 Year Term  
(Representing the County)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Lori Epler (W/F) 613 Eau Gallie Drive Fayetteville, NC 28311 488-6343/483-4300(W)	6/05	1st	June/09 6/30/09	Yes
Sara E. Piland (W/F) 1770 Dobbin Holmes Road Fayetteville, NC 28312 483-6725(H)	9/05	1 <sup>st</sup> (To fill unexpired term)	June/09 6/30/09	Yes
Roy Turner (C/M) 9062 Galatia Church Road Fayetteville, NC 28304 868-4053/483-5065(W)	6/04	1st	June/08 6/30/08	Yes
Clifton McNeill, Jr. (W/M) 1471 Clifton McNeill Road Hope Mills, NC 28348 (one year extension approved 5-07) 425-7354/309-4750 (C)	6/03	2nd	June/08 6/30/08	No

Commissioner Liaison – Diane Wheatley

Meetings: 1<sup>st</sup> and 3<sup>rd</sup> Tuesday - 7:00 PM - Old Courthouse, Room 3

APPLICANTS FOR  
JOINT PLANNING BOARD

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
ANDERSON, LARRY D. (AA/M) 7669 WILKINS DRIVE FAYETTEVILLE, NC 28311 488-6099/396-8991 (W)	PASTOR/NEW CALVARY CHURCH; CHEMICAL BIOLOGICAL, RADIOLOGY DEFENSE INSTRUCTOR/FT. BRAGG	BS – PSYCHOLOGY MPA- ENVIRONMENTAL MANAGEMENT
ARNOLD, KEN (B/M) 1005 OUR STREET FAYETTEVILLE, NC 28314 867-3114/222-2800 (W)	REALTOR KELLER WILLIAMS REALTY	WORKING ON AA DEGREE
ASHBY, ELEANORA M. (B/F) 6529 SENATOR DRIVE FAYETTEVILLE, NC 28304 860-1017 <b>**SERVES ON THE SENIOR CITIZENS ADVISORY BOARD**</b>	RETIRED – RN	BS DEGREE – RN
CLARK, WALTER L. (W/M) 1124 PONY DRIVE HOPE MILLS, NC 28348 485-2228	RETIRED	GRADUATE – CATAWBA COLLEGE
GABRIEL, GRANT (W/M) 3690 RAEBURN COURT FAYETTEVILLE, NC 28314 678-8995/907-0203 (W)	EDUCATOR ADMINISTRATOR FT. BRAGG SCHOOLS	BS, MS, M. ED, ED. D
LEWIS, BOB (W/M) 3011 BANKHEAD DRIVE FAYETTEVILLE, NC 28306 426-6999	RETIRED EDUCATOR	BS, MASTERS
McLAMB, CHRIS (W/M) 5005 SOUTH RIVER SCHOOL RD WADE, NC 28395 483-0973/(919)716-3039 (W) <b>**SERVES ON THE JUVENILE CRIME PREVENTION COUNCIL**</b>	PROGRAM DIRECTOR NC DEPT OF CORRECTIONS	BA – SOCIOLOGY

J. BREEDEN BLACKWELL  
Chairman

JEANNETTE M. COUNCIL  
Vice Chairman

KENNETH S. EDGE  
JOHN T. HENLEY, JR.  
BILLY R. KING  
EDWARD G. MELVIN  
DIANE WHEATLEY



MARSHA S. FOGLE  
Clerk to the Board

MARIE COLGAN  
Deputy Clerk

**BOARD OF COMMISSIONERS**

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ITEM NO. 7F

May 12, 2008

**May 19, 2008 Agenda Item**

TO: Board of Commissioners  
FROM: Marie Colgan, Deputy Clerk *MC*  
SUBJECT: Local Emergency Planning Committee Vacancies

The Local Emergency Planning Committee has the following vacancies:

**Law Enforcement Representative**

Sgt. Robert Kidd is no longer employed with the Highway Patrol and a request has been received to place **Sgt. Erwin Montgomery** in this position.  
Charles Hunter is no longer with the Fayetteville Police Department and a request has been received to place **Charles F. Kimble** in this position.

**At Large Representative**

Ruth Rice has resigned. Need a replacement.

**Utilities Representative**

Steven Harris is no longer with the Public Works Commission at Ft. Bragg and a request has been received to place **Suzanne Rohrs** in this position.

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

**PROPOSED ACTION:** Make nomination to fill the four (4) vacancies.

pc: Kenny Currie, Emergency Services Director

Attachments

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CUMBERLAND COUNTY  
EMERGENCY PLANNING COMMITTEE  
3 Year Term  
(Staggered Terms Initially)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Print and Broadcast Media Representative</u>				
Doug Hewett, Director City of Fayetteville Management Services 433 Hay Street Fayetteville, NC 28301 Phone: 433-1978	8/07	1 <sup>st</sup> full	Aug/10 8/31/10	Yes
Sarah VanderClute CC Public Information Officer P.O. Box 1829 Fayetteville, NC 28302 Phone: 437-1921	8/07	2 <sup>nd</sup>	Aug/10 8/31/10	No
<u>Operators of Facilities Representative</u>				
(vacant) Safety Manager Hexion Specialty Chemicals 1411 Industrial Drive Fayetteville, NC 28301 485-9270	10/05	2 <sup>nd</sup>	Nov/08 11/30/08	No
(vacant) Univar, Inc. 420 Worth Street Fayetteville, NC 28304 483-2107/988-2801	9/03	1 <sup>st</sup>	Sept/06 9/30/06	Yes
Joel Blake Dupont 22828 NC Hwy 87W Fayetteville, NC 28306 424-4083/678-1285(W)	4/07	2 <sup>nd</sup>	Dec/09 12/31/09	No
(vacant) Purolator Corp. 3200 Natal Road Fayetteville, NC 28306 423-5691/426-4283(W)	4/07	2 <sup>nd</sup>	Dec/09 12/31/09	No

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Law Enforcement Representative</u>				
Sgt. Robert Kidd NC Highway Patrol 2435 Gillespie Street (filling unexpired term) Fayetteville, NC 28306-3053 486-1334	8/07	1 <sup>st</sup>	Sept/09 9/30/09	Yes
Lt. Charles Parker Cumberland Co. Sheriff's Office 131 Dick Street Fayetteville, NC 28301-5750 (filling unexpired term) 677-5412	8/07	1 <sup>st</sup>	Aug/10 8/31/10	Yes
Charles Hunter Fayetteville Police Department 467 Hay Street Fayetteville, NC 28301 433-1792	9/06	1 <sup>st</sup>	Sept/09 9/30/09	Yes
<u>Emergency Management Representative</u>				
Greg Phillips Cumberland County Emergency Services 131 Dick Street Fayetteville, NC 28301 (filling unexpired term) 321-6736	9/07	1 <sup>st</sup>	Sept/10 9/30/10	Yes
<u>Community Group Representative</u>				
Jeffrey Womble Fayetteville State University Office of Public Relations 1200 Murchison Road Fayetteville, NC 28301 Phone:	8/07	2 <sup>nd</sup>	Aug/10 8/31/10	No
<u>Transportation Representative</u>				
David Boyette 466 Baywood Road Fayetteville, NC 28301 485-2439/433-4468(W)/670-0954 (C)	4/07	2 <sup>nd</sup>	Dec/09 12/31/09	No
<u>Health Representative</u>				
Jane Stevens Cumberland County Health Dept. 227 Fountainhead Lane Fayetteville, NC 28301-5417 433-3673(W)/987-2892(Cell)	2/06	1 <sup>st</sup>	Jan/09 1/31/09	Yes

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Hospital Representative</u>				
Steve Schultz Cape Fear Valley Health System P.O. Box 2000 1638 Owen Drive Fayetteville, NC 28302-2000 Phone: 609-6170	9/06	2 <sup>nd</sup>	Sept/09 9/30/09	No
<u>Fire Fighting Representative</u>				
Capt. Benjamin Major Fire/Emergency Management City of Fayetteville 433 Hay Street Fayetteville, NC 28301 433-1730	10/05	2 <sup>nd</sup>	Nov/08 11/30/08	No
<u>First Aid Representative</u>				
Wally Ainsworth Cumberland County EMS 610 Gillespie Street Fayetteville, NC 28306-1544 609-5600	11/07	1st	Nov/10 11/30/10	Yes
<u>At-Large Representative</u>				
Ruth Rice 7535A Overbook Drive Fayetteville, NC 28303 826-9025	4/07	2 <sup>nd</sup>	Dec/09 12/31/09	No
Dawn O'Donnell 2072 Birchcreeft Drive Fayetteville, NC 28304 425-3619/864-2470(W)	8/07	2 <sup>nd</sup>	Aug/10 8/31/10	No
<u>Local Environmental Representative</u>				
Hughie White NC Dept. of Environment, Health & Natural Resources 225 Green Street, Suite 714 Fayetteville, NC 28301-5043 486-1541	9/06	2 <sup>nd</sup>	Sept/09 9/30/09	No

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Utilities Representative</u>				
John Ezzelle Public Works Commission 955 Old Wilmington Road Fayetteville, NC 28301 223-4116	9/06	1 <sup>st</sup>	Sept/09 9/30/09	Yes
Steven Harris Attn: Environmental Branch HQ XVIII Airborne Corps Public Works Business Center Fort Bragg, NC 28307 396-7432	8/07	1 <sup>st</sup>	Aug/10 8/31/10	Yes

Ex-Officio Members

Elected Official Representative (Liaison)

Ed Melvin, County Commissioner

Emergency Management

Kenny Currie, Cumberland County Emergency Services

Fayetteville Fire/Emergency Management

Bennie Nichols, Chief, Fayetteville Fire Department

Dale Iman, City Manager

James Martin, County Manager

Contact: Kenny Currie, Director – Emergency Services – x7688 or Gloria Simms

Meets quarterly, 4<sup>th</sup> Thursday in January, April, July & October at 10:00 am – PWC Bldg.

APPLICANTS FOR  
EMERGENCY PLANNING COMMITTEE

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
ANDERSON, LARRY D. (AA/M) 7669 WILKINS DRIVE FAYETTEVILLE, NC 28311 488-6099/396-8991 (W)	PASTOR/NEW CALVARY CHURCH; CHEMICAL BIOLOGICAL, RADIOLOGY DEFENSE INSTRUCTOR/FT. BRAGG	BS - PSYCHOLOGY MPA- ENVIRONMENTAL MANAGEMENT
BURGESS, PAUL F. (??) 5620-C CHASON RIDGE DRIVE FAYETTEVILLE, NC 28314 864-2186	RETIRED MILITARY	AS - BUSINESS MGT AS - CRIMINAL JUSTICE
CROSS, BILL (W/M) 2086 TAILWINDS ROAD FAYETTEVILLE, NC 28312 222-8893/429-4217	EMERGENCY PHYSICIAN CAPE FEAR VALLEY	DOCTOR OF MEDICINE
HALCOMB, MARC (W/M) 144 TREETOP DRIVE #P FAYETTEVILLE, NC 28311 213-5258/574-0598 (W)	SECURITY SUPERVISOR METHODIST UNIVERSITY	BS - POLITICAL SCIENCE
LEONARD, JOHN (JAY) (W/M) 3999 SANDEROSA ROAD FAYETTEVILLE, NC 28312 483-7873/237-3519 (W)	CAPT-FAY FIRE DEPARTMENT SELF EMPLOYED -JTL SERVICES	HS GRADUATE; STATE OF NC HAZARDOUS MATERIALS SPECIALIST
NEWMAN, RONALD H. (W/M) 1544 ROSSMORE DRIVE FAYETTEVILLE, NC 28314 494-0201	COMPUTER SERVICE TECH SELF-EMPLOYED	BS - BUSINESS MGT. AS - DIGITAL ELECTRONICS
WILLIAMS, ARNOLD (W/M) 1610 HICKORY RIDGE COURT FAYETTEVILLE, NC 28304 864-5152	CONSULTANT RETIRED ARMY	AA - BUSINESS

J. BREEDEN BLACKWELL  
Chairman

JEANNETTE M. COUNCIL  
Vice Chairman

KENNETH S. EDGE  
JOHN T. HENLEY, JR.  
BILLY R. KING  
EDWARD G. MELVIN  
DIANE WHEATLEY



MARSHA S. FOGLE  
Clerk to the Board

MARIE COLGAN  
Deputy Clerk

**BOARD OF COMMISSIONERS**

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May 6, 2008

ITEM NO. 76

**May 19, 2008 Agenda Item**

TO: Board of Commissioners  
FROM: Marie Colgan, Deputy Clerk *MC*  
SUBJECT: Nursing Home Advisory Board

The Nursing Home Advisory Board will have the following vacancy as of June 30, 2008:

**Stephanie Hodges** – completing her initial appointment. Eligible for reappointment.

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

**PROPOSED ACTION: Make nomination to fill the vacancy.**

Attachments

pc: Andrea Wright-Valdez, Mid-Carolina Area Agency on Aging

*Celebrating Our Past...Embracing Our Future*

NURSING HOME ADVISORY BOARD  
3 Year Term  
(Initial Appointment One Year)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Mandella Edwards ( /F) 7076 Candlewood Drive Fayetteville, NC 28314 429-0790(H)	4/07	1 <sup>st</sup>	April/10 4/30/10	Yes
Tom Lloyd (W/M) 1306 Berkshire Road Fayetteville, NC 28305 484-6762/678-7618(W)	9/07	Initial	Sept/08 9/30/08	Yes
Martha McKoy P.O. Box 42152 Fayetteville, NC 28309 423-0771	9/05	1st	Sept/08 9/30/08	Yes
Dr. John Briggs (W/M) 2910 Hybart Street Fayetteville, NC 28303 867-1493	2/08	Initial	Feb/09 2/28/09	Yes
William R. Nichols(W/M) 1240 Magnolia Church Road Stedman, NC 28391 483-3934/433-1924(W)	2/07	1 <sup>st</sup>	Feb/10 2/28/10	Yes
Hervenna Pannell (B/F) 1821 Eichelberger Drive Fayetteville, NC 28303 822-8516/907-9355(W)	2/06	1st	Feb/09 2/28/09	Yes
Clyde E. Hammond (W/M) 1802 Flintshire Road Fayetteville, NC 28304 425-2774	09/07	Initial	Sept/08 09/30/08	Yes
Teresa Rena McNeill (B/F) 3518 Pickerel Street Fayetteville, NC 28306 480-0313/483-3648 x1109 (W)	9/07	Initial	Sept/08 9/30/08	Yes
Toney Edwards (W/M) 3622 Clearwater Drive Fayetteville, NC 28311 822-4261/864-6262	1/08	Initial	Jan /09 1/31/09	Yes

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Stephanie Hodges (W/F) 3424 Harrisburg Road Fayetteville, NC 28306 429-9300/292-5651 (C)	6/07	Initial	June/08 6/30/08	Yes
Lora L. Watson 1516 Chedington Road Hope Mills, NC 28348 485-3558/824-0993	4/07	2 <sup>nd</sup>	April/10 4/30/10	No

CONTACT: Andrea Wright-Valdez, Mid-Carolina Area Agency on Aging  
P. O. Box 1510, Fayetteville, NC 28302, (Phone: 323-4191, ext. 25)

Quarterly, (March, June, September & December) at 1:00 PM on the 3<sup>rd</sup> Thursday - at various nursing homes in the county.

APPLICANTS FOR  
NURSING HOME ADVISORY BOARD

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
BOOTH, YVONNE (B/F) 4568 TURQUOISE RD FAYETTEVILLE, NC 28311 488-7260	STUDENT	MEDICAL/ EDUC CNA MED TECH, PHLEBOTOMY TECH
CARAMANNO, DELL (W/F) 5578 QUIETWOOD PLACE FAYETTEVILLE, NC 28304 423-2622	RETIRED	SOME COLLEGE
HACKETT, MARIAN J. (B/F) 4184 FERNCREEK DRIVE FAYETTEVILLE, NC 28314 323-3060/672-2129	RN – LECTURER FSU	MASTER – NURSING
HOMER, MARILYN ( /F) 701 EMELINE AVENUE FAYETTEVILLE, NC 28303 678-8020/609-0639 (W)	ADVERTISING/MARKETING SERVICES MANAGER THE FAYETTEVILLE OBSERVER	BA/GENERAL STUDIES
PAUL, ROBIN (B/F) 363 KIMBERWICKE DRIVE FAYETTEVILLE, NC 28311 424-2278/237-2829 (W)	SELF-EMPLOYED CARE FINDERS FIRST	MASTERS-TEACHING READING K-6
TOMLINSON-KNOELL, REV. NANETTE 609 TALLSTONE DRIVE FAYETTEVILLE, NC 28311 339-2201/489-2198	PASTOR	BA – ELEMENTARY EDUC. MASTER OF DIVINITY

\*\*SERVES ON THE ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE\*\*

J. BREEDEN BLACKWELL  
Chairman

JEANNETTE M. COUNCIL  
Vice Chairman

KENNETH S. EDGE  
JOHN T. HENLEY, JR.  
BILLY R. KING  
EDWARD G. MELVIN  
DIANE WHEATLEY



MARSHA S. FOGLE  
Clerk to the Board

MARIE COLGAN  
Deputy Clerk

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May 6, 2008

ITEM NO. 7H

**May 19, 2008 Agenda Item**

TO: Board of Commissioners  
FROM: Marie Colgan, Deputy Clerk *MC*  
SUBJECT: Parks and Recreation Advisory Commission

The Parks and Recreation Advisory Commission will have the following vacancies on June 30, 2008:

**Tom Cain** – Completing first term. Eligible for reappointment.

**John Goetke** – Completing first term. Eligible for reappointment.

**John Pone, Sr.** – Completing first term. Eligible for reappointment.

**Dean Smelcer, Jr.** – Completing first term. Eligible for reappointment.

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

**PROPOSED ACTION: Make nominations to fill the four (4) vacancies.**

Attachments

pc: Robert Barefoot  
City of Fayetteville

*Celebrating Our Past... Embracing Our Future*

PARKS & RECREATION  
ADVISORY BOARD

3 Year Terms  
(initially were 2 & 3 year terms)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Tom Cain (C/M) 2786 Baywood Road Fayetteville, NC 28312 630-3970	6/05	1 <sup>st</sup>	June/08 6/30/08	Yes
Paul Douglas Caudill (W/M) 5325 South Forty Drive Hope Mills, NC 28348 486-0015	6/07	2 <sup>nd</sup>	June/10 6/30/10	No
Willie Cooper, Jr. (B/M) 5599 Ashgrove Drive Fayetteville, NC 28311 488-4037/829-9873(W)	8/07	2 <sup>nd</sup>	June/10 6/30/10	No
Lynette Hill Gardner (B/F) 1530 Rosebud Drive Fayetteville, NC 28311 488-6098/822-9963(W)	6/07	2 <sup>nd</sup>	June/10 6/30/10	No
John Goetke ( /M) 2120 Bainbridge Road Stedman, NC 28391 484-4074/891-2238(W)	6/05	1 <sup>st</sup>	June/08 6/30/08	Yes
John D. Pone, Sr. (B/M) 2802 Blossom Road Hope Mills, NC 28348 323-0007/483-4043 & 484-3717(W)	8/05	1 <sup>st</sup>	June/08 6/30/08	Yes
Dean H. Smelcer, Jr. (W/M) 3209 Boone Trail Fayetteville, NC 28306 424-3423/425-1769(W)	8/05	1 <sup>st</sup>	June/08 6/30/08	Yes

Commissioner Liaison: John T. Henley, Jr.

Meetings: 1st Tuesday of every month at 5:30 PM – 121 Lamon Street  
Contact: Robert Barefoot, City of Fayetteville 433-1547, fax # 433-1762

APPLICANTS FOR  
PARKS & RECREATION ADVISORY BOARD

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
BUSH-McMANUS, PATRICIA (B/F) 3472 THORNDIKE DRIVE FAYETTEVILLE, NC 28311 488-1314/484-6839 (W) <b>**SERVES ON THE TOURISM DEVELOPMENT AUTHORITY**</b>	SITE DIRECTOR – TROY UNIVERSITY/FAYETTEVILLE	DOCTORAL STUDENT
FADDIS, JAMES M. (W/M) 1871 WINDLOCK DRIVE FAYETTEVILLE, NC 28304 425-5739/396-6511 (W)	INFO TECH SUPERV. FT. BRAGG	AS – ELECTRONICS TECH AA – GENERAL EDUCATION
HARTFIELD, ELISABETH A. (W/F) 1237 THISTLE GOLD DRIVE HOPE MILLS, NC 28348 429-0055/797-0755 (C)	NONE	DEGREE IN MECHANICAL ENGINEERING
MERCER, CARLON G. (W/M) 1846 WAYNE LANE FAYETTEVILLE, NC 28304 425-0243/624-4334 (C)	RETIRED CC SCHOOLS	HS, CONTINUING EDUC COURSES
SULLIVAN, JOSEPH (Joe) (W/M) 2906 HIGH PLAINS DRIVE HOPE MILLS, NC 28348 717-1619/723-9227 (C)	SUBSTITUTE – RETIRED CC TEACHER	2 YR MASTERS
WIGGS, CECIL (W/M) 6213 STONEY POINT LOOP FAYETTEVILLE, NC 28306 425-8557	RETIRED CC SCHOOL TEACHER	MASTERS -EDUCATION
YEPEZ, JOSE ( /M) 3900 FOSTER DRIVE FAYETTEVILLE, NC 28311 488-4423/728-8660	RETIRED	BS-BUSINESS AS-PUBLIC ADMIN

J. BREEDEN BLACKWELL  
Chairman

JEANNETTE M. COUNCIL  
Vice Chairman

KENNETH S. EDGE  
JOHN T. HENLEY, JR.  
BILLY R. KING  
EDWARD G. MELVIN  
DIANE WHEATLEY



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MARIE COLGAN  
Deputy Clerk

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ITEM NO. 71

May 15, 2008

**May 19, 2008 Agenda Item**

TO: Board of Commissioners

FROM: Marie Colgan, Deputy Clerk *MC*

SUBJECT: Storm Water Advisory Board

The Storm Water Advisory Board will have the following vacancy on June 30, 2008:

**Dennis Gould** – Completing first term. Eligible for reappointment.

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

**PROPOSED ACTION:** Make nominations to fill the vacancy.

Attachments

pc: Greg Caison, Storm Water Services Manager

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STORM WATER ADVISORY BOARD  
2 Year Term  
(Staggered Terms Initially)

Name/Address	<u>Date</u> Appointed	Term	Expires	<u>Eligible For</u> Reappointment
<u>COUNTY APPOINTEES</u>				
Nancy Smith ( /F) 573 Christmasberry Court Fayetteville, NC 28312 487-1578/850-9398(Cell)	6/07	2 <sup>nd</sup>	June/09 6/30/09	No
Jennings McArthur (W/M) 3827 Butler Nursery Road Fayetteville, NC 28306 323-5576/527-4824(Cell)	6/07	2 <sup>nd</sup>	June/09 6/30/09	No
Dennis Gould (W/M) 7099 Calamar Drive Fayetteville, NC 28314 860-2563/818-6384(Cell)	6/06	1 <sup>st</sup>	June/08 6/30/08	Yes
<u>CITY APPOINTEES</u>				
Wendy Michener (W/F) 223 Hillside Avenue Fayetteville, NC 28301 323-3912/485-4108(W)	8/06	1 <sup>st</sup>	June/08 6/30/08	Yes
Charles A. Donnell (W/M) 1931 Dante Lane #204 (14) Fayetteville, NC 28314 433-2399/323-3400 (W)	7/07	1 <sup>st</sup>	June/09 6/30/09	Yes
Don Stewart (W/M) 312 Murray Hill Road Fayetteville, NC 28303 868-3421/583-5758 (C)	7/07	1 <sup>st</sup>	June/09 6/30/09	Yes

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>JOINT APPOINTEE</u> <u>(Appointed by the Chairman and the Mayor)</u>				
Dohn Broadwell, Jr. 1600 Rock Hill Road Fayetteville, NC 28301 485-6065(H)	6/06	2 <sup>nd</sup>	June/08 6/30/08	No

Ex-Officio Members: Fort Bragg, Pope Air Force Base and N.C.D.O.T.

Contact: Sally Dahlstrom (City) 433-1648 - fax # 433-1058

Meetings: 1<sup>st</sup> Tues – 5:30 pm, City Hall, 1<sup>st</sup> Floor, LaFayette Room

Board was established July, 1995.

APPLICANTS FOR  
STORM WATER ADVISORY BOARD

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
HOGAN, STEVE (W/M) 4585 CANASTA COURT HOPE MILLS, NC 28348 868-9807/797-1910	REAL ESTATE BROKER RE/MAX ALLSTARS	BA – POLITICAL SCIENCE
MERCER, CARLON G. (W/M) 1846 WAYNE LANE FAYETTEVILLE, NC 28304 425-0243/624-4334 (C)	RETIRED CC SCHOOLS	HS, CONTINUING EDUC COURSES
TYSON-AUTRY, CARRIER (??) 5951 NC HWY 87 SOUTH FAYETTEVILLE, NC 28306-7379 483-0087	RETIRED TEACHER	PhD, MA, BA & BS 1 YEAR LAW SCHOOL

J. BREEDEN BLACKWELL  
Chairman

JEANNETTE M. COUNCIL  
Vice Chairman

KENNETH S. EDGE  
JOHN T. HENLEY, JR.  
BILLY R. KING  
EDWARD G. MELVIN  
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ITEM NO. 8A

May 5, 2008

**May 19, 2008 Agenda Item**

TO: Board of Commissioners  
FROM: Marie Colgan, Deputy Clerk *MC*  
SUBJECT: Cumberland County Emergency Planning Committee

BACKGROUND: On May 5, 2008 the Board of Commissioners nominated the following to fill two vacancies on the Cumberland County Emergency Planning Committee:

Law Enforcement Representative: **Lt. Charles Parker**

Emergency Management Representative: **Greg Phillips**

I have attached the current membership list for this committee.

**PROPOSED ACTION: Appoint the above two (2) vacancies.**

Attachment

pc: Kenny Currie, Emergency Services Director

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CUMBERLAND COUNTY  
EMERGENCY PLANNING COMMITTEE  
3 Year Term  
(Staggered Terms Initially)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Print and Broadcast Media Representative</u>				
Doug Hewett, Director City of Fayetteville Management Services 433 Hay Street Fayetteville, NC 28301 Phone: 433-1978	8/07	1 <sup>st</sup> full	Aug/10 8/31/10	Yes
Sarah VanderClute CC Public Information Officer P.O. Box 1829 Fayetteville, NC 28302 Phone: 437-1921	8/07	2 <sup>nd</sup>	Aug/10 8/31/10	No
<u>Operators of Facilities Representative</u>				
(vacant) Safety Manager Hexion Specialty Chemicals 1411 Industrial Drive Fayetteville, NC 28301 485-9270	10/05	2 <sup>nd</sup>	Nov/08 11/30/08	No
(vacant) Univar, Inc. 420 Worth Street Fayetteville, NC 28304 483-2107/988-2801	9/03	1 <sup>st</sup>	Sept/06 9/30/06	Yes
Joel Blake Dupont 22828 NC Hwy 87W Fayetteville, NC 28306 424-4083/678-1285(W)	4/07	2 <sup>nd</sup>	Dec/09 12/31/09	No
(vacant) Purolator Corp. 3200 Natal Road Fayetteville, NC 28306 423-5691/426-4283(W)	4/07	2 <sup>nd</sup>	Dec/09 12/31/09	No

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Law Enforcement Representative</u>				
Sgt. Robert Kidd NC Highway Patrol 2435 Gillespie Street (filling unexpired term) Fayetteville, NC 28306-3053 486-1334	8/07	1 <sup>st</sup>	Sept/09 9/30/09	Yes
Capt. Larue Windham Cumberland Co. Sheriff's Office 131 Dick Street Fayetteville, NC 28301-5750 677-5412	8/07	2 <sup>nd</sup>	Aug/10 8/31/10	No
Charles Hunter Fayetteville Police Department 467 Hay Street Fayetteville, NC 28301 433-1792	9/06	1 <sup>st</sup>	Sept/09 9/30/09	Yes
<u>Emergency Management Representative</u>				
Kenny Currie Cumberland County Emergency Services 131 Dick Street Fayetteville, NC 28301 321-6736	9/07	1 <sup>st</sup> (full)	Sept/10 9/30/10	Yes
<u>Community Group Representative</u>				
Jeffrey Womble Fayetteville State University Office of Public Relations 1200 Murchison Road Fayetteville, NC 28301 Phone:	8/07	2 <sup>nd</sup>	Aug/10 8/31/10	No
<u>Transportation Representative</u>				
David Boyette 466 Baywood Road Fayetteville, NC 28301 485-2439/433-4468(W)/670-0954 (C)	4/07	2 <sup>nd</sup>	Dec/09 12/31/09	No
<u>Health Representative</u>				
Jane Stevens Cumberland County Health Dept. 227 Fountainhead Lane Fayetteville, NC 28301-5417 433-3673(W)/987-2892(Cell)	2/06	1 <sup>st</sup>	Jan/09 1/31/09	Yes

Cumberland County Emergency Planning Committee, page 3

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Hospital Representative</u>				
Steve Schultz Cape Fear Valley Health System P.O. Box 2000 1638 Owen Drive Fayetteville, NC 28302-2000 Phone: 609-6170	9/06	2 <sup>nd</sup>	Sept/09 9/30/09	No
<u>Fire Fighting Representative</u>				
Capt. Benjamin Major Fire/Emergency Management City of Fayetteville 433 Hay Street Fayetteville, NC 28301 433-1730	10/05	2 <sup>nd</sup>	Nov/08 11/30/08	No
<u>First Aid Representative</u>				
Wally Ainsworth Cumberland County EMS 610 Gillespie Street Fayetteville, NC 28306-1544 609-5600	11/07	1st	Nov/10 11/30/10	Yes
<u>At-Large Representative</u>				
Ruth Rice 7535A Overbook Drive Fayetteville, NC 28303 826-9025	4/07	2 <sup>nd</sup>	Dec/09 12/31/09	No
Dawn O'Donnell 2072 Birchcreeft Drive Fayetteville, NC 28304 425-3619/864-2470(W)	8/07	2 <sup>nd</sup>	Aug/10 8/31/10	No
<u>Local Environmental Representative</u>				
Hughie White NC Dept. of Environment, Health & Natural Resources 225 Green Street, Suite 714 Fayetteville, NC 28301-5043 486-1541	9/06	2 <sup>nd</sup>	Sept/09 9/30/09	No

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Utilities Representative</u>				
John Ezzelle Public Works Commission 955 Old Wilmington Road Fayetteville, NC 28301 223-4116	9/06	1 <sup>st</sup>	Sept/09 9/30/09	Yes
Steven Harris Attn: Environmental Branch HQ XVIII Airborne Corps Public Works Business Center Fort Bragg, NC 28307 396-7432	8/07	1 <sup>st</sup>	Aug/10 8/31/10	Yes

Ex-Officio Members

Elected Official Representative (Liaison)

Ed Melvin, County Commissioner

Emergency Management

Kenny Currie, Cumberland County Emergency Services

Fayetteville Fire/Emergency Management

Bennie Nichols, Chief, Fayetteville Fire Department

Dale Iman, City Manager

James Martin, County Manager

Contact: Kenny Currie, Director – Emergency Services – x7688 or Gloria Simms  
Meets quarterly, 4<sup>th</sup> Thursday in January, April, July & October at 10:00 am – PWC Bldg.

J. BREEDEN BLACKWELL  
Chairman

JEANNETTE M. COUNCIL  
Vice Chairman

KENNETH S. EDGE  
JOHN T. HENLEY, JR.  
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MARSHA S. FOGLE  
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ITEM NO. 88

May 5, 2008

**May 19, 2008 Agenda Item**

TO: Board of Commissioners  
FROM: Marie Colgan, Deputy Clerk *MC*  
SUBJECT: Workforce Development Board

**BACKGROUND:** On May 5, 2008, the Board of Commissioners nominated the following to fill one vacancy on the Workforce Development Board:

**Community Based Organization: J. Carl Manning**

I have attached the current membership list for this board.

**PROPOSED ACTION: Appoint the above vacancy.**

Attachments

pc: Geneva Mixon, Director

*Celebrating Our Past... Embracing Our Future*

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

Name/Address	<u>Date</u> Appointed	Term	Expires	<u>Eligible For</u> Reappointment
<u>Private Sector:</u>				
Kathy Olsen (W/F) Olsen Realty 854 S. Reilly Road Fayetteville, NC 28314 964-1459	9/05	1 <sup>st</sup>	Sept/08 9/30/08	Yes
Bob Dickerson (W/M) Tire Battery Corporation 107 Tom Starling Road, Suite 101 Fayetteville, NC 28306	9/05	2 <sup>nd</sup>	Sept/08 09/30/08	No
Loleta L. Wilkerson ( /F) Pentagon Federal Credit Union 1800 Skibo Road, Suite 320 Fayetteville, NC 28303 487-3404/868-5594(W)	10/05	1 <sup>st</sup>	Oct/08 10/31/08	Yes
Annie Hasan (B/F) Children's World Creative School 408 Spring Avenue Spring Lake, NC 28390 497-8770	9/05	2 <sup>nd</sup>	Sept/08 09/30/08	No
Michael E. Axelrod (W/M) 5144 Goshawk Drive Hope Mills, NC 28348	2/07	1 <sup>st</sup>	Feb/10 2/28/10	Yes
Michael Karaman (W/M) 4424 Bragg Blvd. # 101 Fayetteville, NC 28303 860-1000	2/07	1 <sup>st</sup>	Feb/10 2/28/10	Yes
JoLeita Evans (W/F) 2974 Evans Dairy Road Fayetteville, NC 28312 483-9065/484-5972(W)	11/05	1 <sup>st</sup>	Nov/08 11/30/08	Yes

Cumberland County Workforce Development Board, page 2

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Dina Simcox (W/F) 3628 Heatherbrooke Drive Fayetteville, NC 28306 717-2448/868-7668 (W)	4/08	1 <sup>st</sup>	Apr/11 4/30 /11	Yes
Wendall Troy (B/M) School Link, Inc. P.O. Drawer 36067 Fayetteville, NC 28303 223-2116, Ext. 101	2/06	2 <sup>nd</sup>	Feb/09 2/28/09	No
Charles A. Richter ( /M) NCNG 235 N. McPherson Church Rd. – Ste. 203 Fayetteville, NC 28303 401-6063	10/05	1 <sup>st</sup>	Oct/08 10/31/08	Yes
Mike Baldwin (W/M) 1337 Sawyer Court Hope Mills, NC 28348 323-9493/426-5000(W)	6/06	1 <sup>st</sup>	June/09 6/30/09	Yes
Jean Harrison ( /F) Cape Fear Valley Medical Center P.O. Box 2000 Fayetteville, NC 28302-2000	6/06	1 <sup>st</sup>	June/09 6/30/09	Yes
<u>Public Sector:</u>				
<u>Social Services Representative:</u>				
Vivian Tookes(B/F) Dept. of Social Services P. O. Box 2429 Fayetteville, NC 28302 323-1540	9/05	2 <sup>nd</sup>	Sept/08 9/30/08	No
<u>Rehabilitation:</u>				
Ellen Morales ( /F) North Carolina Department of Human Resources Division of Vocational Rehabilitation Services 1200 Fairmont Court Fayetteville, NC 28304	11/06	(unlimited term - replaced by state agency)		

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Community Based Organization:</u>				
Patricia Tyson(W/F) Consumer Credit Counseling Service 316 Green Street Fayetteville, NC 28301 323-3192	9/05	2 <sup>nd</sup>	Sept/08 9/30/08	No
Dr. Robin Jenkins (W/M) Communicare, Inc. P.O. Box 30 Fayetteville, NC 28302 433-1116	2/06	2 <sup>nd</sup>	Feb/09 2/28/09	No
Suzanne Peper ( /F) Employment Source 600 Ames Street Fayetteville, NC 28301 485-4341	1/05	1 <sup>st</sup>	Jan/08 1/31/08	Yes
<u>Economic Development:</u>				
William A. Martin (W/M) Cumberland Co. Business Council P. O. Box 9 Fayetteville, NC 28302 484-4242, ext. 228	11/06	2 <sup>nd</sup>	Nov/09 11/30/09	No
<u>Employment Service:</u>				
Glenn McQueen (B/M) Employment Security Comm. 414 Ray Avenue Fayetteville, NC 28301 486-1010	8/02	(unlimited term - replaced by state agency)		
<u>Labor:</u>				
Damita Rucker-Ash(B/F) United Steelworkers of America 5839 Corner Oaks Drive Hope Mills, NC 28348 423-8479	9/05	2 <sup>nd</sup>	Sept/08 9/30/08	No

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Education:</u>				
Dr. Joe Mullis, ( /M) FTCC PO Box 35236 Fayetteville, NC 28303	8/07	1 <sup>st</sup>	Aug/10 8/31/10	Yes
Chancellor T. J. Bryan (B/F) Fayetteville State University 1200 Murchison Road Fayetteville, NC 28301 486-1141	1/05	1 <sup>st</sup>	Jan/08 1/31/08	Yes
<u>County Representative:</u>				
Juanita Pilgrim Deputy County Manager P. O. Box 1829 Fayetteville, NC 28302 678-7726	7/93	N/A	N/A	N/A

Contact: Geneva Mixon, Director, CC Workforce Development Center (or Linda Morrison – 323-2498, X2126 – fax # 323-5755)

Regular Meetings: 1st Tuesday, every other month, noon, Job Link Career Center  
(Name Changed to Cumberland County Workforce Development Board, November, 1995)