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**AGENDA**  
**CUMBERLAND COUNTY BOARD OF COMMISSIONERS**  
**COURTHOUSE – ROOM 118**  
**DECEMBER 4, 2006**  
**9:00 AM**

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INVOCATION          Commissioner Kenneth Edge

Minister:          Dr. Ernest Johnson – Highland Presbyterian Church

Pledge of Allegiance

Presentation of Plaque to Outgoing Commissioner – Talmage S. Baggett, Jr.

1.      Administration of Oath of Office:
  - A.      Administration of Oath of Office to Dr. J. Breeden Blackwell by Associate Justice Patricia Timmons-Goodson, North Carolina Supreme Court.
  - B.      Administration of Oath of Office to Dr. Jeanette M. Council by Associate Justice Patricia Timmons-Goodson, North Carolina Supreme Court.
  - C.      Administration of Oath of Office to Billy R. King by Associate Justice Patricia Timmons-Goodson, North Carolina Supreme Court.
  - D.      Administration of Oath of Office to Edward G. Melvin, Jr. by Associate Justice Patricia Timmons-Goodson, North Carolina Supreme Court.
2.      Election of Officers:
  - A.      Chairman
  - B.      Vice Chairman
3.      Presentation of Plaque to Outgoing Chairman.
4.      Consent Agenda
  - A.      Approval of minutes for the November 20, 2006 regular meeting.
  - B.      Approval of Bonds for Public Officials.

- C. Approval of Amendment of Franchise Ordinance and Franchise Agreement for Shana B. Yi and Jae Yong Yi (Lee) to Provide Food Services at the DSS Building (1<sup>st</sup> Reading).
- D. Approval of Ratification of Renewal of Franchise Agreement for Shana B. Yi and Jae Yong Yi (Lee) to Provide Food Services at the Cumberland County Courthouse.
- E. Approval of a Resolution in Support of Bladen Bluffs Regional Surface Water System.
- F. Approval of Proposed Additions to the State Secondary Road System:  
  
Acorn Ridge Subdivision: Chasewater Road, Oldstead Drive,  
Saltwood Road, Middlesbrough Drive

G. Budget Revisions:

(1) Health

Revision in the amount of \$47,708 to budget additional state funding for family planning. (B07-176) **Funding Source – State**

(2) Mental Health

a. Adult Contracts - Revision in the amount of \$17,346 to appropriate fund balance to rebudget unexpended funds from FY06. (B07-178) **Funding Source – State**

b. Substance Abuse Contracts - Revision in the amount of \$52,500 to budget additional State Majors Grant funding. (B07-179) **Funding Source – State**

c. Work First – Revision in the amount of \$2,438 to appropriate fund balance to increase trainee position to full salary. (B07-177) **Funding Source – Mental Health Fund Balance**

(3) Social Services

a. Social Services Other – Revision in the amount of \$466,975 to budget Work First Demonstration Grant. (B07-181) **Funding Source – State**

- b. Revision in the amount of \$2,500 to budget insurance settlement to cover cost of replacing parking lot light. (B07-182) **Funding Source – Other**
- c. Revision in the amount of \$36,113 to budget additional federal and state funding for adult day care program (\$31,598) and to appropriate fund balance for the required county match (\$4,515). (B07-183) **Funding Source – Federal, State, General Fund Fund Balance**

(4) Community Development Supportive Housing/General Government Other

Revision to reallocate budgeted expenditures due to a change in sub-grantee and to appropriate county fund balance of \$6,000 for the required match. (B07-180 and 180A) **Funding Source – Reallocation of Budgeted Expenditures and General Fund Fund Balance**

(5) Public Safety Other

Revision in the amount of \$22,050 to appropriate fund balance to roll forward unexpended expenditures to pay for Assistant District Attorney services rendered in FY2006. (B07-184) **Funding Source – General Fund Fund Balance**

(6) Mid-Carolina Senior Transportation

Revision in the amount of \$130 to appropriate fund balance to increase funding for medical transportation. (B07-185) **Funding Source – Transportation Fund Balance**

## ITEMS OF BUSINESS

5. Nominations to Boards and Committees

- A. ABC Board (2 Vacancies)
- B. Nursing Home Advisory Board (1 Vacancy)

6. Appointments to Boards and Committees

- A. Air Quality Stakeholders' Committee (1 Vacancy)

Nominee: Stakeholder: County of Cumberland - Jeannette Council

B. Mental Health Board (6 Vacancies)

Nominees:

Individual with Financial Expertise:

Christopher Bostock

Individual Representing the Interest of Children (1):

Pam McEvoy

Michael Boose

Licensed Physician:

Dr. Melvin Henderson

Representative with a Family Member or from  
a Citizen's Organization Who Advocates  
for Persons with a Developmental Disability :

Anna Finch

At-Large Representative:

Evelyn Shaw

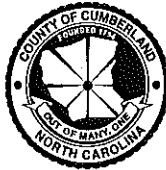
Openly Declared Consumer with Mental Illness:

Nancy Capps

**ADJOURN**

**THIS MEETING WILL BE BROADCAST LIVE ON TIME WARNER COMMUNITY  
CHANNEL 7.**

**MEETINGS:           December 18, 2006 (Monday) – 6:45 PM  
                          January 2, 2007 (Tuesday) – 9:00 AM**

ITEM NO. 4BBILLY R. KING  
CHAIRMAN

## COUNTY of CUMBERLAND

MARSHA S. FOGLE  
CLERK TO THE BOARDKENNETH S. EDGE  
VICE CHAIRMAN

## Board of County Commissioners

ANN HYMES  
DEPUTY CLERKTALMAGE S. BAGGETT, JR.  
J. BREEDEN BLACKWELL  
JEANNETTE M. COUNCIL  
JOHN T. HENLEY, JR.  
DIANE WHEATLEY

November 20, 2006

## AGENDA ITEM FOR DECEMBER 4, 2006 MEETING

TO: Cumberland County Board of Commissioners

FROM: Marsha Fogle, Clerk to the Board

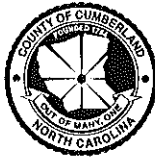
RE: Approval of Bonds

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

ACTION: Approve the following bonds:

<u>Name/Position</u>	<u>Amount</u>	<u>Expires</u>	<u>Agent</u>	<u>Holder</u>
Finance Officer (Amy Cannon)	\$100,000	Indefinite	Marsh	Ohio Casualty Ins. Co.
Asst. Finance Officer (Howard Abner)	\$ 50,000	Indefinite	Marsh	Ohio Casualty Ins. Co.
Asst. Finance Officer (Terry Gagnon)	\$ 50,000	Indefinite	Marsh	Ohio Casualty Ins. Co.
Register of Deeds (J. Lee Warren, Jr.)	\$ 10,000	Auto Renew	Highland	Peerless
Tax Administrator (Aaron Donaldson)	\$200,000	Indefinite	Marsh	Ohio Casualty Ins. Co.

<u>Name/Position</u>	<u>Amount</u>	<u>Expires</u>	<u>Agent</u>	<u>Holder</u>
Sheriff (Earl Butler)	\$ 25,000	12/07/08	Tomlinson	W. Surety
Sheriff's Office (Cuyler Windham, Sr.)	\$ 20,000	10/09/07	Tomlinson	W. Surety
Mental Health (Hank Debnam)	\$ 20,000	Indefinite	BB&T	W. Surety
Mental Health (Densie Lucas)	\$ 20,000	Indefinite	BB&T	W. Surety
Social Services (William Scarlett)	\$ 20,000	Indefinite	BB&T	W. Surety
Civic Center (Rick Reno)	\$ 20,000	Indefinite	BB&T	W. Surety
Civic Center (Lisa Foster)	\$ 20,000	6/21/09	BB&T	W. Surety
Civic Center (Paul Beard)	\$ 20,000	11/13/09	BB&T	W. Surety



ITEM NO. 4C

## COUNTY of CUMBERLAND

*Office of the County Attorney*

November 15, 2006

**MEMORANDUM FOR BOARD OF COMMISSIONERS' AGENDA OF DECEMBER 4, 2006:**

**TO: BOARD OF COMMISSIONERS**

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

**SUBJECT: APPROVAL OF AMENDMENT OF FRANCHISE ORDINANCE AND FRANCHISE AGREEMENT FOR SHANA B. YI AND JAE YONG YI (LEE) TO PROVIDE FOOD SERVICES AT THE DSS BUILDING**

**Background:** The Board of Commissioners approved a franchise ordinance and franchise agreement in 2002 authorizing Robertson's Food Service to provide food services at the DSS Building. Robertson's is ceasing business at that location and the DSS Director and management recommend authorizing Shana B. Yi and Jae Yong Yi (Lee) to provide food services at the DSS Building. The Yis currently operate the Happy Deli in the courthouse.

**Recommendation:** Approve first reading of franchise ordinance and amended franchise agreement authorizing Shana B. Li and Jae Yong Yi (Lee) to provide food services at the DSS Building.

**AN ORDINANCE GRANTING A FRANCHISE  
AT THE DEPARTMENT OF SOCIAL SERVICES BUILDING  
LOCATED AT 1225 RAMSEY STREET**

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

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

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

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

Section 1.     Purpose:

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

Section 2.     Franchise Granted:

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

Adopted by the Cumberland County Board of Commissioners this 4th day of December, 20006.

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KENNETH S. EDGE, Chairman  
Board of County Commissioners

ATTEST:

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MARSHA FOGLE  
Clerk to the Board



NORTH CAROLINA  
CUMBERLAND COUNTY

FIRST AMENDMENT TO SNACK BAR FRANCHISE AGREEMENT

THIS FIRST AMENDMENT, to be effective as of November 15, 2006, to that certain Snack Bar Franchise Agreement, dated as of September 29, 2003 (the "Agreement"), by and between SHANA B. YI and JAE YONG YI (LEE) ("Franchisee") and the COUNTY OF CUMBERLAND ("County"),

WITNESSETH:

WHEREAS, the parties entered into the Agreement for the purpose of having Franchisee provide snack bar food services at the Cumberland County Courthouse, and

WHEREAS, the parties desire to amend the Agreement to provide that Franchisee shall also provide such snack bar food services at the County's New DSS Building,

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. The parties agree to assign that certain Snack Bar Franchise Agreement, dated as of August 5, 2002 (the "DSS Snack Bar Agreement"), by and between Robertson's Food Service and the County of Cumberland, attached hereto as Exhibit "A", to Franchisee hereunder, which DSS Snack Bar Agreement is incorporated herein by reference as if fully set forth.
2. Paragraph B of the DSS Snack Bar Agreement, as incorporated herein by reference, is amended by deleting "June 30, 2007" and inserting in lieu thereof "September 30, 2008."
3. Paragraph F of the DSS Snack Bar Agreement is amended by deleting it and substituting for it in its entirety Paragraph 5 of the Agreement.
4. Paragraph K of the DSS Snack Bar Agreement is amended by deleting the address information for Robertson's Food Service and inserting thereof "Shana B. Yi, 304 Wagoner Drive, Fayetteville, N.C. 28303 (910.487.6919)".
5. Except as expressly amended and modified above, all the remaining terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written, by authority duly given and intending to be bound thereby.

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SHANA B. YI

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JAE YONG YI (LEE)

COUNTY OF CUMBERLAND

ATTEST:

BY: \_\_\_\_\_  
Marsha Fogle, Clerk

BY: \_\_\_\_\_  
KENNETH EDGE, Chairman  
Board of Commissioners

This instrument has been  
pre-audited in the manner  
required by the Local  
Government Budget and Fiscal  
Control Act.

Approved for Legal Sufficiency

\_\_\_\_\_  
Amy H. Cannon  
Assistant County Manager

\_\_\_\_\_  
County Attorney's Office

**NORTH CAROLINA**

**COUNTY OF CUMBERLAND**

**SNACK BAR FRANCHISE AGREEMENT**

**THIS AGREEMENT**, made and entered into this 5th day of August, 2002, by and between, Robertson's Food Service a North Carolina corporation, with its principal place of business located at 213 Oakridge Avenue, Fayetteville, NC, hereinafter referred to as "FRANCHISEE", and the COUNTY OF CUMBERLAND, a body politic and corporate of North Carolina, hereinafter referred to as "COUNTY".

**W I T N E S S E T H:**

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

WHEREAS, FRANCHISEE is a food services vendor and has expressed an interest in operating a Snack Bar to provide said food services; and

WHEREAS, the Board of Commissioners of Cumberland County, North Carolina has granted the FRANCHISEE a franchise to use certain facilities located on ground level of the New DSS Building to operate a Snack Bar; which includes preparation area, dry storage, employee restrooms, and office space, as set forth in floor plan attached as Attachment I (the "premises" or the "leased premises"); and

WHEREAS, said franchise requires that the terms and conditions of such services be set forth in an agreement.

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

- A. **PURPOSE:** The COUNTY approved FRANCHISEE'S bid for a franchise to provide food services at the New DSS building located at 1225 Ramsey Street, Fayetteville, North Carolina.
- B. **TERM:** The FRANCHISEE shall use said premises to operate a Snack Bar from August 1, 2002 through June 30, 2007, which shall, subject to the approval of the parties, renew thereafter for successive periods of five (5) years each.
- C. **AGENCY AND AUTHORITY:** The COUNTY hereby designates William F. Scarlett, Director, Cumberland County Department of Social Services, as its exclusive agent with respect to this Agreement. The Director is authorized, on behalf of the COUNTY, to negotiate directly with the FRANCHISEE on all matters pertaining to this Agreement. The FRANCHISEE agrees that all of its dealings with the COUNTY regarding this

Agreement shall be exclusively with the same Director. Further, the FRANCHISEE specifically agrees that it shall not modify any of the services subject to this Agreement except as described in the paragraph entitled MODIFICATION.

**D. SERVICES:**

1. During the term of this Agreement, COUNTY agrees that the FRANCHISEE shall be authorized to operate a Snack Bar for the purpose of providing food services at the New DSS building. The FRANCHISEE shall provide, at FRANCHISEE's own expense, all the supplies and equipment necessary to operate a Snack Bar. FRANCHISEE shall submit detailed plans to the COUNTY for approval. No external signage shall be allowed.
2. Food and drink items which are sold at the Snack Bar shall be Deli Style, palatable and of high quality. Prices charged for food and drink shall be no higher than that charged for similar merchandise in other similarly situated local places of business. Said prices are subject to reasonable, periodic adjustments by the FRANCHISEE in order to maintain reasonable profit margins in the operation of the Snack Bar and are subject to the review of the Director of the Cumberland County Department of Social Services.
3. The initial hours of operation for the FRANCHISEE to provide food services at the New DSS Building shall be weekdays from 7:30 a.m. until 5:00 p.m., except COUNTY recognized holidays. The FRANCHISEE will operate a Snack Bar during such hours to provide food services to customers. The parties shall re-evaluate initial hours of operation ninety (90) days after the opening of the Snack Bar. In any event, the hours of operation of the Snack Bar shall be subject to the reasonable approval of the Director of the Cumberland County Department of Social Services.
4. The FRANCHISEE shall make all reasonable efforts to provide high quality and enjoyable food products for consumption by customers. The FRANCHISEE shall employ adequate personnel to provide the needed food services and to render prompt, courteous service. The FRANCHISEE shall keep the kitchen facilities and equipment clean and orderly and in compliance with all ordinances, regulations, codes, and laws.
5. The COUNTY shall provide trash disposal services, convenient to the Snack Bar.
6. The FRANCHISEE shall operate the Snack Bar as an independent business enterprise, and shall hire and pay the wages and compensation of all its employees and agents including any insurance or worker's compensation that may be required. The FRANCHISEE shall be responsible for the conduct of its employees, agents or contractors.

7. The FRANCHISEE shall not use or occupy, nor permit the Snack Bar or any part thereof to be used or occupied for any unlawful business use or any purpose deemed disreputable or extra hazardous or which will constitute a public or private nuisance or which is in any way detrimental, harmful, or prejudicial to the COUNTY, or is in violation of any laws, regulations, ordinances or codes, present or future.
8. Should the COUNTY deem FRANCHISEE'S performance or its operation of the Snack Bar as unsatisfactory for any reason, COUNTY will notify the FRANCHISEE in writing, providing details of said unsatisfactory performance. FRANCHISEE shall have fifteen (15) days thereafter to eliminate any deficiencies. Failure to eliminate the deficiencies may result in termination pursuant to paragraph 12.
9. In its operation of the Snack Bar, FRANCHISEE shall maintain a Grade "A" Health Inspection Rating issued by the North Carolina Department of Health and Natural Resources, Division of Environmental Health. Failure to do so shall result in the immediate termination of this franchise agreement.
10. FRANCHISEE shall serve at the Snack Bar only those foods that have been properly inspected by U.S. Government agencies, and maintained according to Cumberland County Health Department standards.

E. **MAINTENANCE OF RECORDS:** The FRANCHISEE agrees to keep its books, documents, and records relating to the provision of food services under this Agreement for a minimum of one year after the expiration of this franchise.

F. **FEES:** During the term of this Agreement, the FRANCHISEE shall pay to the COUNTY Eight and ½ Percent (8.5%) of the net sales generated by the Snack Bar ("the Commission") with a minimum Commission of \$800.00 per month. The term "net sales" shall mean the gross receipts of the Snack Bar, to include sales on the premises and catering, less sales tax and discounts, if any. The Commission shall be paid monthly, by the 15th day of the following month (i.e.: the Commission payable for the month of January shall be paid by February 15th). FRANCHISEE shall provide proof of sales to Cumberland County in the form of a copy of its "Monthly Business Report", along with a copy of cash register tapes, invoices, or other documentation as required by the County. Payments shall be made by check payable to "Cumberland County". Monthly checks and reporting information shall be mailed to: Cumberland County; Attention Finance; P. O. Box 1829; Fayetteville, NC 28302-1829. The FRANCHISEE shall provide and maintain a cash register capable of calculating discounts, if applicable, to DSS Staff when presenting an ID card.

G. **UTILITIES:** The COUNTY shall provide, at its own expense, to the FRANCHISEE power and water utilities necessitated by the operation of the Snack Bar to include the provision of hot and cold potable water, all lighting, heating, and cooling requirements for the operation of the Snack Bar. The COUNTY shall provide electrical service for all equipment and outlets at the Snack Bar. Any natural gas service shall be provided by FRANCHISEE. The COUNTY shall provide three (3) inactive phone lines for

(telephone, fax, data) use by the FRANCHISEE. The FRANCHISEE shall be responsible for activation and payment of activated lines.

H. **PREMISES:**

1. FRANCHISEE shall make no alterations or changes in the present facility without prior approval of the COUNTY.
2. The FRANCHISEE shall maintain and leave said premises in substantially as good condition as when received by it, excepting reasonable wear and tear. Any additions, fixtures or improvements placed or made by the FRANCHISEE in or upon the premises, which are permanently affixed to the leased premises and which cannot be removed without unreasonable damage to said premises, shall become the property of the COUNTY and remain upon the premises as a part thereof upon the termination of this agreement. All other additions, fixtures or improvements to include trade fixtures, office furniture and equipment, and similar items which can be removed without irreparable damage to the premises, shall be and remain the property of the FRANCHISEE and should be removed from the premises by the FRANCHISEE within Thirty (30) days from the termination of this agreement, provided that the FRANCHISEE shall bear the expense of any repairs of the premises, other than reasonable wear and tear, caused by such removal. If FRANCHISEE does not remove such items within Thirty (30) days of termination, the COUNTY shall have the option to (1). declare such fixtures abandoned and the COUNTY becomes the owner, (2) demand that FRANCHISEE remove the same at FRANCHISEE's expense, returning the Premises to the condition required herein, or (3) remove all items and clean the area, with FRANCHISEE being responsible for reimbursing the COUNTY for any expense incurred for the removal and cleaning.
3. The FRANCHISEE shall provide all of the janitorial services necessary to properly maintain the snack bar, which includes the preparation area, dry storage, employee restrooms, and office space.

- I. **LICENSING:** The FRANCHISEE shall obtain, at its own expense, all necessary business and health inspection licenses from the State of North Carolina and the Cumberland County Board of Health and shall continuously comply with all applicable State and Federal laws and regulations and County ordinances and regulations.

J. **INSURANCE AND HOLD HARMLESS PROVISIONS:** The FRANCHISEE shall, at its sole cost and expense, secure and constantly maintain during the term of this Agreement public and product liability insurance and Workmen's Compensation insurance in the minimum amounts as follows:

1. Bodily Injury                      \$ 500,000.00 for each occurrence, and  
\$1,000,000.00 aggregate
2. Property Damage                \$ 100,000.00 for each occurrence, and  
\$ 100,000.00 aggregate
3. Product Liability                \$1,000,000.00 minimum coverage
4. Workmen's Compensation insurance covering any of the FRANCHISEE's employees engaged in any work at the Snack Bar. The coverage shall meet all statutory requirements.

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

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

K. **NOTICES:** Unless otherwise specified herein: Any written notice to FRANCHISEE shall be sufficient if sent by certified mail, return receipt requested or personally delivered to:

Robertson's Food Service  
Attention: Jeff Robertson  
213 Oakridge Avenue  
Fayetteville, NC 28305

or to such other address provided by FRANCHISEE to the COUNTY in writing and delivered to the COUNTY by certified mail, return receipt requested; and any notice to the COUNTY shall be sufficient if sent by certified mail, return receipt requested or personally delivered to :

William F. Scarlett, Director  
Cumberland County Dept. of Social Services  
P. O. Drawer 2429  
Fayetteville, N. C. 28302-2429

or to such other person at such address provided by the COUNTY to FRANCHISEE in writing and delivered to FRANCHISEE by certified mail, return receipt requested, notice being effective upon mailing.

- L. **ASSIGNMENT:** The FRANCHISEE shall not assign all or part of its contract rights under this Agreement, or delegate any performance, or subcontract, without first obtaining the COUNTY'S written approval.
- M. **TERMINATION:** This Agreement may be terminated immediately by the COUNTY or the COUNTY may pursue any other remedy recognized in law or equity upon the violation of any of the terms of the agreement.

Upon the entering of a judgment of bankruptcy or insolvency by or against the FRANCHISEE, the COUNTY may immediately terminate this Agreement for cause.

Either party may terminate the contract for any reason upon sixty (60) days notice in writing to the other party.

Upon termination or expiration of this Agreement, FRANCHISEE will remove all equipment, food products, etc., owned by FRANCHISEE from the Snack Bar or any other area at DSS controlled by FRANCHISEE pursuant to the terms of H.1.

N. **MISCELLANEOUS:**

1. The parties hereto, for themselves, their agents, officials, employees, and servants shall not discriminate in any manner on the basis of race, gender, color, creed, handicap, or national origin in the course of fulfilling any obligation, duty, or service under this Agreement. More specifically, FRANCHISEE shall comply with Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (ADA), and all requirements imposed by Federal regulations, rules, and guidelines issues pursuant to these Titles for both personnel employed and customers served.
2. This Agreement is non-exclusive. The COUNTY reserves the right to contract with one or more vendors to provide additional specific food or drink services at the new DSS Building.
3. FRANCHISEE shall pay in a timely manner all taxes associated with the operation of the Snack Bar. Failure to pay shall be grounds for termination of the agreement.



O. **MODIFICATION:** This Franchise Agreement may be modified only by an instrument duly executed by the parties or their respective successors.

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

COUNTY OF CUMBERLAND

ATTEST:

BY: Marsha Fogle  
MARSHA FOGLE, Clerk

BY: J. Breeden Blackwell  
J. BREEDEN BLACKWELL, Chairman  
Board of Commissioners

[COUNTY SEAL]

ATTEST:

BY: \_\_\_\_\_  
Secretary

BY: Jeff Elton

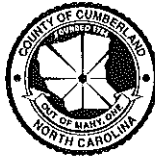
[CORPORATE SEAL]

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Approved for Legal Sufficiency

Amy H. Cannon  
Amy H. Cannon  
Assistant County Manager

James Johnson  
County Attorney's Office  
(X) Renewable  
( ) Non-renewable  
Expiration Date: 6-30-07



ITEM NO. 4D

## COUNTY of CUMBERLAND

*Office of the County Attorney*

November 22, 2006

**MEMORANDUM FOR BOARD OF COMMISSIONERS' AGENDA OF DECEMBER 4, 2006:**

**TO: BOARD OF COMMISSIONERS**

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

**SUBJECT: APPROVAL OF RATIFICATION OF RENEWAL OF FRANCHISE AGREEMENT FOR SHANA B. YI AND JAE YONG YI (LEE) TO PROVIDE FOOD SERVICES AT COURTHOUSE**

**Background:** The Board of Commissioners approved a franchise ordinance and franchise agreement in 2003 authorizing Shana B. Yi and Jae Yong Yi (Lee) to provide food services at the Courthouse. The agreement provided for an initial term through September 30, 2005, and for additional three year renewals thereafter subject to the approval of the parties. As is evident, neither of the parties realized that action to renew the agreement was appropriate last year, but Mr. and Mrs. Yi have continued to operate the courthouse snack bar under the same terms and conditions. Management believes that their service and performance has been very satisfactory and that the parties should recognize their mutual intent to renew the agreement for an additional three year term through September 30, 2008.

**Recommendation:** Approve ratification of renewal of franchise agreement authorizing Shana B. Li and Jae Yong Yi (Lee) to provide food services at the Courthouse for an additional three year term extending through September 30, 2008.

**NORTH CAROLINA**

**COUNTY OF CUMBERLAND**

**SNACK BAR FRANCHISE AGREEMENT**

**THIS AGREEMENT**, made and entered into this 21<sup>st</sup> day of September, 2003, by and between SHANA B. YI and JAE YONG YI (LEE) d/b/a Go 'N Joy Restaurant, located at 412½-A North Bragg Boulevard, Spring Lake, North Carolina 28390, hereinafter referred to as "FRANCHISEE", and the COUNTY OF CUMBERLAND, a body politic and corporate of North Carolina, hereinafter referred to as "COUNTY".

**W I T N E S S E T H:**

WHEREAS, the COUNTY is desirous of granting a franchise to a food services vendor for the purpose of operating a Snack Bar to provide food services to the visitors and staff of the Cumberland County Courthouse located at 117 Dick Street, Fayetteville, North Carolina 28301; and

WHEREAS, FRANCHISEE is a food services vendor and has expressed an interest in operating a Snack Bar to provide said food services; and

WHEREAS, the Board of Commissioners of Cumberland County, North Carolina has granted the FRANCHISEE a franchise to use certain facilities located on the lower level of the Courthouse to operate a Snack Bar; and

WHEREAS, said franchise requires that the terms and conditions of such services be set forth in an agreement.

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

1. **TERM:** The FRANCHISEE shall utilize said premises for the operation of a Snack Bar from October 1, 2003 through September 30, 2005, and, subject to the approval of the parties, shall renew thereafter for periods of three (3) years each.
2. **AGENCY AND AUTHORITY:** The COUNTY hereby designates Assistant County Manager Cliff Spiller as its exclusive agent with respect to this Agreement. The Assistant County Manager is authorized, on behalf of the COUNTY, to negotiate directly with the FRANCHISEE on all matters pertaining to this Agreement. The FRANCHISEE agrees that all of its dealings with the COUNTY in respect to the terms and conditions of this Agreement shall be exclusively with the Assistant County Manager. Further, the FRANCHISEE specifically agrees that it shall not implement any requested modifications in the specifications of any of the services subject to this Agreement except in the manner described in the paragraph entitled **MODIFICATION**.

3. **SERVICES:**

- a. During the term of this Agreement, COUNTY agrees that the FRANCHISEE shall be authorized to operate a Snack Bar for the purpose of providing food services at the Cumberland County Courthouse, 117 Dick Street, Fayetteville, North Carolina 28301. The FRANCHISEE shall provide, at FRANCHISEE's own expense, all the construction and equipment necessary to operate unit. FRANCHISEE shall submit detailed plans to the COUNTY for approval. Upon approval, FRANCHISEE shall have 15 days to upfit the unit for operation. COUNTY shall provide the necessary utilities for the upfit and operation of the unit. No external signage shall be allowed.
- b. Food and drink items which are sold at the Snack Bar shall be palatable and of high quality. Prices charged for food and drink shall be no higher than that charged for similar merchandise in other similarly situated local places of business. Said prices are subject to reasonable, periodic adjustments by the FRANCHISEE in order to maintain reasonable profit margins in the operation of the Snack Bar.
- c. The initial hours of operation for the FRANCHISEE to provide food services at the Courthouse facility shall be weekdays from 7:30 a.m. until 4:30 p.m., closed Saturdays and Sundays, and COUNTY recognized holidays. The FRANCHISEE will operate a Snack Bar during such hours to provide food services to customers. The initial hours of operation shall be reevaluated between the parties ninety (90) days after the opening of the Snack Bar. In any event, the hours of operation of the Snack Bar are subject to the approval of the Cumberland County Manager.
- d. The FRANCHISEE shall make all reasonable efforts to provide a high quality and enjoyable food products for use by the visitors and staff of the Courthouse. The FRANCHISEE shall employ adequate personnel to provide the needed food services and render prompt, courteous service. The FRANCHISEE will keep the kitchen facilities and equipment clean and orderly.
- e. Trash disposal services, convenient to the Snack Bar, shall be provided by the COUNTY.
- f. The FRANCHISEE shall operate the Snack Bar as an independent business enterprise, and shall hire and pay the wages and compensation of all its employees and agents. The FRANCHISEE shall be responsible for the conduct of its employees and agents.
- g. The FRANCHISEE shall not use or occupy, nor permit the Snack Bar or any part thereof to be used or occupied for any unlawful business use or purpose deemed disreputable or extra hazardous or which will constitute a public or private nuisance or which is in any way detrimental, harmful, or prejudicial to the COUNTY, or is in violation of any laws, regulations, ordinances or codes, present or future.

EXHIBIT B

COURTHOUSE DELI FRANCHISE AGREEMENT 2003

- h. If the COUNTY deems the performance of the FRANCHISEE and the operation of the Snack Bar as unsatisfactory for any reason, COUNTY will notify the FRANCHISEE in writing, providing details of said unsatisfactory performance. FRANCHISEE shall have thirty (30) days to eliminate any deficiencies. Failure to eliminate the deficiencies shall result in termination pursuant to paragraph 12.
  - i. In its operation of the Snack Bar, FRANCHISEE shall maintain a Grade "A" Health Inspection Rating issued by the North Carolina Department of Health and Natural Resources, Division of Environmental Health. Failure to do so shall result in the immediate termination of the agreement.
  - j. Only those foods that have been properly inspected by U.S. Government agencies, and maintained according to Cumberland County Health Department standards may be utilized by the Snack Bar.
  - k. FRANCHISEE shall not restrict public ingress and egress to the smoking patio during the hours that the snack bar is in operation.
4. **MAINTENANCE OF RECORDS:** The FRANCHISEE agrees to keep its books, documents, and records relating to the provision of food services under this Agreement for a minimum of one year after the expiration of this franchise.
5. **FEES:** During the term of this Agreement, FRANCHISEE shall pay to the COUNTY Six Percent (6%) of the net sales generated by the Snack Bar ("the Commission") with a minimum Commission of \$500.00 per month. The term "net sales" shall mean the gross receipts of the Snack Bar less sales tax and discounts. The Commission shall be paid monthly, by the 15th day of the following month (i.e.: the Commission payable for the month of December shall be paid by January 15th). FRANCHISEE shall provide proof of sales to Cumberland County in the form of a copy of their "Monthly Business Report", along with a copy of cash register tapes, invoices, or other documentation as required by the County. Payments shall be made by check payable to "Cumberland County". Monthly checks and reporting information shall be mailed to: Cumberland County; Attention Cliff Spiller; P. O. Box 1829; Fayetteville, NC 28302-1829.
6. **UTILITIES:** The COUNTY shall provide, at its own expense, to the FRANCHISEE power and water utilities necessitated by the operation of the Snack Bar to include the provision of potable water, all lighting, heating, and cooling requirements for the operation of the Snack Bar. The COUNTY shall provide electrical service for all equipment and outlets at the Snack Bar. Any natural gas service shall be provided by FRANCHISEE.
7. **EQUIPMENT:** The FRANCHISEE shall maintain and leave said premises in substantially as good condition as when received by it, excepting reasonable wear and tear. The FRANCHISEE shall provide all of the janitorial services necessary to properly maintain the snack bar.

EXHIBIT B

8. **LICENSING:** The FRANCHISEE shall obtain, at its own expense, the necessary business and health inspection licenses from the State of North Carolina and the Cumberland County Board of Health and shall continuously comply with all applicable State and Federal laws and regulations and County ordinances and regulations.
9. **INSURANCE AND HOLD HARMLESS PROVISIONS:** The FRANCHISEE shall, at its sole cost and expense, secure and constantly maintain during the term of this Agreement public and product liability insurance and Workmen's Compensation insurance in the minimum amounts as follows:
- a. Bodily Injury \$ 500,000.00 for each occurrence, and \$1,000,000.00 aggregate
  - b. Property Damage \$ 100,000.00 for each occurrence, and \$ 100,000.00 aggregate
  - c. Product Liability \$1,000,000.00 minimum coverage
  - d. Workmen's Compensation insurance covering all of the FRANCHISEE's employees who are engaged in any work at the Snack Bar. The coverage shall meet all statutory requirements.

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

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

10. **NOTICES:** Unless otherwise specified herein: Any written notice to FRANCHISEE shall be sufficient if sent by certified mail, return receipt requested or given to:

Shana B. Yi  
304 Wagoner Drive  
Fayetteville, NC 28303  
(910) 487-6919

or to such other address provided by FRANCHISEE to the COUNTY in writing and delivered to the COUNTY by certified mail, return receipt requested; and any notice

to the COUNTY shall be sufficient if sent by certified mail, return receipt requested or given to the:

Assistant County Manager, Cliff Spiller  
Cumberland County  
P.O. Box 1829  
Fayetteville, NC 28302-1829  
(910) 678-7726

or to such other person at such address provided by the COUNTY to FRANCHISEE in writing and delivered to FRANCHISEE by certified mail, return receipt requested, notice being effective upon mailing.

11. **ASSIGNMENT:** The FRANCHISEE shall not assign its contract rights under this Agreement or any part thereof, nor delegate any performance hereunder, nor subcontract without first obtaining the COUNTY'S written approval.
12. **TERMINATION:** This Agreement may be terminated immediately by the COUNTY or the COUNTY may pursue any other remedy recognized in law or equity upon the violation of any of the terms of the contract. Either party may terminate the contract upon thirty (30) days notice in writing to the other party.

Upon the entering of a judgment of bankruptcy or insolvency by or against the FRANCHISEE, the COUNTY may immediately terminate this Agreement for cause.

Upon termination or expiration of this Agreement, FRANCHISEE will immediately remove all equipment, food products, etc., owned by FRANCHISEE from the Snack Bar or any other area at the Courthouse controlled by FRANCHISEE.

13. **MISCELLANEOUS:**

- a. The parties hereto, for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, handicap, or national origin in the course of fulfilling any obligation, duty, or service that arises as a result of this Agreement. More specifically, FRANCHISEE shall comply with Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (ADA), and all requirements imposed by Federal regulations, rules, and guidelines issues pursuant to these Titles for both personnel employed and customers served.
- b. The FRANCHISEE will make no alterations or changes in the present facilities without prior approval of the COUNTY.

14. **MODIFICATIONS:** This Franchise Agreement may be modified only by an instrument duly executed by the parties or their respective successors.

IN WITNESS WHEREOF, the FRANCHISEE and the COUNTY have caused their duly authorized officers to execute this instrument the day and year first above written, in

EXHIBIT B



triplicate originals, one copy being retained by the FRANCHISEE, one copy by the COUNTY.

COUNTY OF CUMBERLAND

ATTEST:

BY: Marsha Fogle  
MARSHA FOGLE, Clerk

BY: Talmage S. Baggett, Jr.  
TALMAGE S. BAGGETT, JR., Chairman

[COUNTY SEAL]

Shana B. Yi  
SHANA B. YI

Jae Yong Yi (Lee)  
JAE YONG YI (LEE)

ATTEST:

BY: Al Stull  
WITNESS

This instrument has been  
pre-audited in the manner  
required by the Local  
Government Budget and Fiscal  
Control Act.

Amy H. Cannon  
AMY H. CANNON  
County Finance Officer

Approved for Legal Sufficiency

Lucy Johns  
County Attorney's Office  
(X) Renewable  
( ) Non-renewable  
Expiration Date: 9-30-05

J:\CORRESPONDENCE\Board of Comm'rel\COURTHOUSE DELI\SNACK BAR FRANCHISE AGMT.doc



ITEM NO. 4E

## COUNTY of CUMBERLAND

*Office of the County Attorney*

### MEMORANDUM FOR BOARD OF COMMISSIONERS' AGENDA OF DECEMBER 4, 2006:

**TO:** Board of Commissioners

**THROUGH:** Grainger Barrett, County Attorney *GB*

**FROM:** Rick Moorefield, Asst. Co. Atty., *RM*

**SUBJECT:** Approval of Resolution of Support for the Bladen Bluffs Regional  
Water Surface System

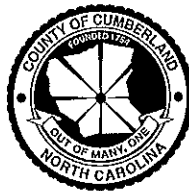
#### **Background:**

- Project is proposed 35 million gallons per day intake from the Cape Fear River at Lock and Dam No. 2 in Bladen County, approximately 10 miles south of Cumberland County
- Initial water user is Smithfield Packing Company, presently at 4 million gallons per day
- Project owner is Lower Cape Fear Water & Sewer Authority, a public agency
- Proposed operator is Smithfield Packing Company, by contract with owner
- Owner has requested resolutions of support from all local jurisdictions
- Owner reports that resolutions of support have been adopted by Bladen and Sampson Counties and municipalities of Clinton, Elizabethtown, Lake Waccamaw, St. Pauls and White Lake
- Approximately 18,000 acres (28 square miles) to be reclassified in southern end of Cumberland County with no significant impact on land use, see memo from Cecil Combs attached
- Proposed resolution will assure notification to Cumberland County during permitting process

**Recommendation:** Management recommends adoption of the resolution.

Charles C. Morris  
Chair  
Town of Linden

Donovan McLaurin  
Vice-Chair  
Wade, Falcon & Godwin  
Garland C. Hostetter,  
Town of Spring Lake  
Harvey Cain, Jr.,  
Town of Stedman



## COUNTY of CUMBERLAND

### *Planning and Inspections Department*

Thomas J. Lloyd,  
Director  
Cecil P. Combs,  
Deputy Director

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

### MEMORANDUM

November 27, 2006

To: James Martin, County Manager; Juanita Pilgrim, Deputy County Manager  
Grainger Barrett, County Attorney; Rick Moorefield, Assistant County Attorney

From: Cecil P. Combs, Deputy Director Planning & Inspection Department

Re: Bladen Bluffs Regional Surface Water System

In response to our meeting on November 16, 2006, I am forwarding this information concerning the proposed resolution for the possible reclassification of the Cape Fear River in southeastern Cumberland County.

If successful, the reclassification would then allow the Lower Cape Fear Water and Sewer Authority to install a raw water intake in the river designed for a capacity of 30 MGD. The water intake is approximately 2.6 miles north of the town of Tar Heel in Bladen County. In addition to the intake structure, a 20 million gallon holding pond and a 4MGD treatment facility are to be constructed on the Smithfield Packing property at the bluffs above the River. With construction of the project and the use of surface water for water supply purposes this section of the Cape Fear River will assume a WS-IV water supply classification. With this classification, portions of southern Cumberland County will be located in the Watershed's protected area. In the protected area development restrictions apply.

The area of land subject to these restrictions total approximately 18,000 acres. The majority of the zoning in this area is currently A-1, which requires two acres per dwelling unit. Within the protected area of the watershed, land development may not exceed 2 dwelling units per acre for single-family development. For other residential and nonresidential development, the maximum built-upon area cannot exceed 24 percent unless engineered stormwater controls are implemented. With the implementation of these controls land may be developed at no greater than 70 percent built-upon. As stated in the

County's Water Supply Watershed Ordinance, there are no prohibited land uses within the protected area as land can be developed both residentially and nonresidentially. **The only restrictions of land use occur in the watershed's critical area which will be located near the intake, wholly in Bladen County.**

It is apparent through the documentation provided by the engineering firm for this project, that for many reasons this project is vital for the surrounding counties to meet the demand for water sources. Not only from an economic development perspective but also to provide a clean water source for individual consumption.

In conclusion, I believe that if this project comes to fruition, the development restrictions will not be any more stringent than what lies ahead of us in terms of implementation of Phase II Stormwater requirements by the State of North Carolina. **I have been informed by the state agencies participating that all environmental concerns will be addressed during the reclassification process and negative impacts will be minimal. Again, a resolution supporting the reclassification is the first step in this process.**

## **Cumberland County Board of Commissioners**

### **Resolution of Support For the Bladen Bluffs Regional Surface Water System**

Whereas, the Board of Commissioners of Cumberland County (the Board) finds that the availability of water suitable for industrial use, irrigation, and human consumption is instrumental to the economic well-being of Cumberland County, particularly as it relates to the growth of industry and agriculture, and the development of commercial and residential properties; and

Whereas, the Board finds that the continued availability of adequate water resources will be promoted by the management of long-range sustainable water supplies; and

Whereas, the Board finds that the preservation of the regional groundwater resources supplying Cumberland and surrounding Counties will be enhanced by the development of alternative water sources, including surface waters; and

Whereas, the Lower Cape Fear Water & Sewer Authority (the Authority) is a non-profit public agency organized under the provisions of the North Carolina Water and Sewer Authorities Act to construct and operate water and sewer systems in Bladen, Brunswick, Columbus, New Hanover and Pender Counties and the City of Wilmington; and

Whereas, the Authority and Smithfield Packing Company, Inc., (Smithfield) have entered into a Memorandum of Understanding dated January 9, 2006, with respect to the terms, conditions and important elements regarding the development, construction and operation of an up to 35 million gallons per day raw water intake located behind Lock and Dam Number 2 on the Cape Fear River and a raw water storage reservoir and a water treatment plant to meet the needs of Smithfield's facility located in Tarheel, North Carolina, with the possibility of additional capacity to serve the needs of regional, local government and other industrial users (the Project); and

Whereas, the name of the Project shall be the Bladen Bluffs Regional Surface Water System; and

Whereas, the Authority has determined and reported that the Project will diminish the demand for groundwater which, in turn, will allow the recharge of regional aquifers, thereby increasing groundwater storage volume and improving its quality by reducing the intrusion of salt water; and

Whereas, the construction of the Project and the use of the surface water will require a reclassification of a portion of the Cape Fear River from a Class "C" surface

water to a "WS-IV" water supply classification (the Reclassification), including approximately 18,000 acres in southern Cumberland County; and

Whereas, the Reclassification must be approved through rulemaking by the North Carolina Environmental Management Commission; and

Whereas, the Authority must prepare an Environmental Assessment and the North Carolina Department of Environment and Natural Resources must issue a Finding of No Significant Impact as a prerequisite to permitting the Project; and

Whereas, the Authority has asked the Board to adopt a resolution endorsing the Project, the Reclassification and the required regulatory approvals.

Now therefore be it resolved, that the Board of Commissioners of Cumberland County hereby endorses the Project, without objection to the necessary reclassification of that portion of the Cape Fear River basin within the county's jurisdiction, subject to the conditions that:

(1) The Project is developed incident to a plan for the development of sustainable water sources satisfactory to and approved by the Division of Water Resources as contemplated by the Cooperative Agreement between the Environmental Management Commission, the Division of Water Resources, and the Lumber River Council of Governments dated October 14, 2004.

(2) The long-term impacts of the Project in conjunction with existing and planned surface water use from the entire Cape Fear River Basin be fully considered by the appropriate regulatory agencies.

(3) The Authority shall keep Cumberland County informed of the filing of all permit applications, agencies' requests for written comments, public hearings, and regulatory hearings conducted incident to the permitting process.

Adopted this \_\_\_\_\_ day of December, 2006.

Cumberland County Board of Commissioners  
By:

\_\_\_\_\_  
Chairman



ITEM NO. 4F

## COUNTY of CUMBERLAND

James E. Martin  
County Manager

Cliff Spiller  
Assistant County Manager

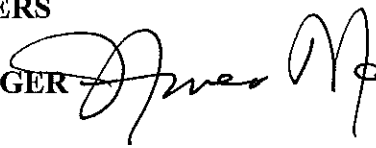
Juanita Pilgrim  
Deputy County Manager

Amy H. Cannon  
Assistant County Manager

### *Office of the County Manager*

#### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 4, 2006**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: NOVEMBER 28, 2006**

**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):

Acorn Ridge Subdivision: Chasewater Road, Oldstead Drive,  
Saltwood Road, Middlesbrough Drive

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



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY  
GOVERNOR

LYNDO TIPPETT  
SECRETARY

November 16, 2006

Division Six - District Two  
Cumberland County

Mr. Billy R. King, Chairman  
Cumberland County Board of Commissioners  
Post Office Box 1829  
Fayetteville, North Carolina 28302

Subject: Secondary Road Addition

Dear Mr. King,

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.

**Acorn Ridge Subdivision**

- Chasewater Road
- Oldstead Drive
- Saltwood Road
- Middlesbrough Drive

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

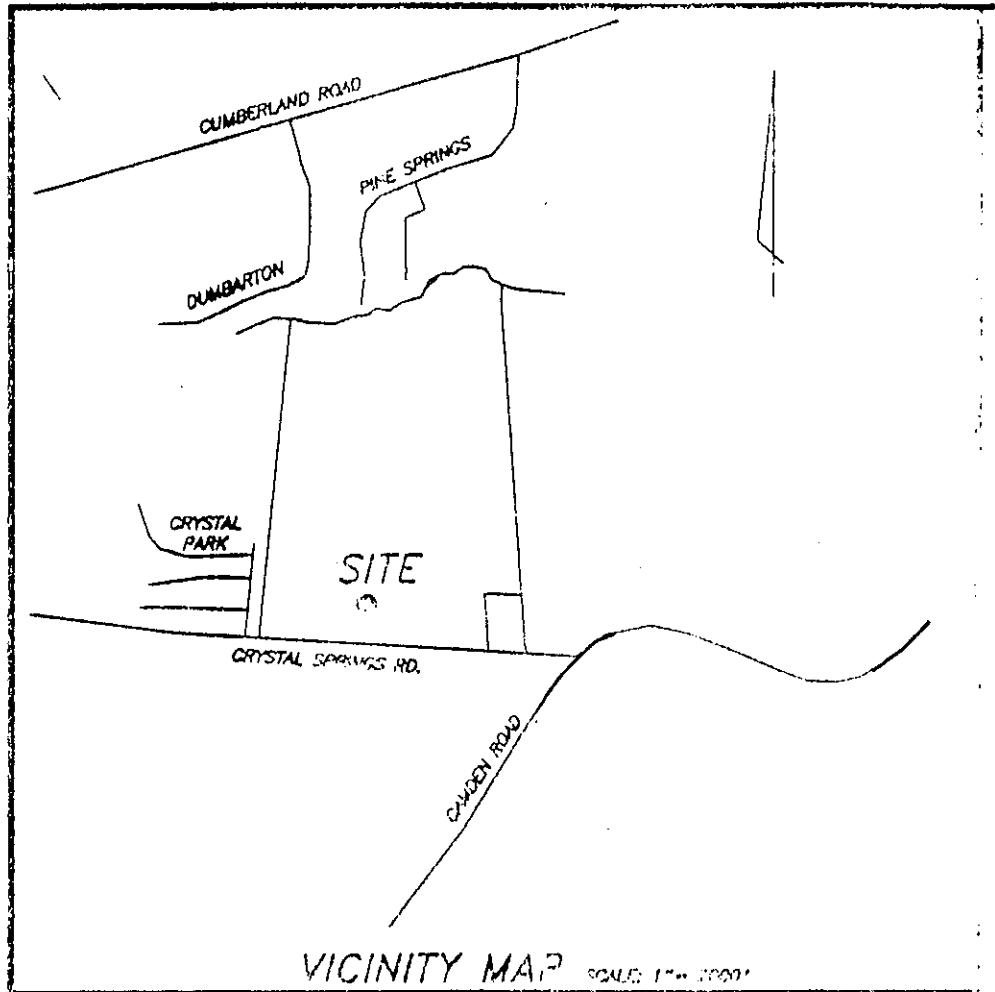
Sincerely,

A handwritten signature in black ink that reads "R. R. Stone".

R. R. Stone, P.E.  
District Engineer

RRS:rdp





**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>307-176</u>
Date Received	<u>11-16-06</u>
Date Completed	

Fund No. 101 Agency No. 431 Organ. No. 4323  
 Organization Name: FAMILY PLANNING

ITEM NO. 46(1)

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4145	N.C. FAMILY PLANNING	401,496	47,708	449,204
Total		401,496	47,708	449,204

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
4108	218	HEALTH T.A.N.F.	0	47,708	47,708
Total			0	47,708	47,708

**Justification:**

THIS BUDGET REVISION REQUESTS TO BUDGET FOR ADDITIONAL STATE FUNDING THAT THE DEPARTMENT HAS BEEN INFORMED THAT IT CAN EXPECT TO RECEIVE.

State: 47,708 Federal: \_\_\_\_\_ Fund Balance: \_\_\_\_\_ County: \_\_\_\_\_  
 Other: \_\_\_\_\_ Fees: \_\_\_\_\_ Prior Year: 1,881 Other: \_\_\_\_\_

Submitted By: [Signature] 11/14/06 Date: \_\_\_\_\_  
 Department Head  
 Reviewed By: [Signature] 11-16-06 Date: \_\_\_\_\_  
 Budget Analyst  
 Reviewed By: [Signature] 11/28/06 Date: \_\_\_\_\_  
 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. B07-178

Date Received 11-16-06

Date Completed

Fund No. 112 Agency No. 43E Organ. No. 434R

Organization Name: MH - Adult Contracts

ITEM NO. 46(2)a

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance Appropriated	306,000	17,346	323,346

Total 306,000 17,346 323,346

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3390	598	Contracted Services	825,473	17,346	842,819

Justification:

Budget unspent State start up funds for the Mobile Crisis Service to complete start up.

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

Submitted By: Donald Hanna

Date: 11-8-06

Department Head

Reviewed By: HeA Kelly Aubrey

Date: 11-16-06

Budget Analyst

Reviewed By: Amye Cannon

Date: 11/20/06

Deputy Assistant County Mgr

Reviewed By: \_\_\_\_\_

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

Information Services

Approved By:

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

County Manager

Board of County Commissioners

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

COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST

Budget Office Use

Budget Revision No. B07-179  
Date Received 11-16-06  
Date Completed

Fund No. 112 Agency No. 43B Organ. No. 4348  
Organization Name: Substance Abuse Contracts

ITEM NO. 4G(2)b

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4265	MAJORS Grant	45,001	52,500	97,501
Total		45,001	52,500	97,501

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3390	530	Contracted Services	902,117	52,500	954,617

Justification:

Start up funds allocated by the State for Communicare for the MAJORS service.

Funding Source:

State: ☒  
Other: \_\_\_\_\_

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

Fund Balance:

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

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

Submitted By: Donald H. Harrison

Date: 11-8-06

Department Head

Reviewed By: Kelly Autry

Date: 11-16-06

Budget Analyst

Reviewed By: Amy Cannon

Date: 11/20/06

Deputy Assistant County Mgr

Reviewed By: \_\_\_\_\_

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

Information Services

Approved By:

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

County Manager

Board of County Commissioners

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

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>807-177</u>
Date Received	<u>11-16-06</u>
Date Completed	

Fund No. 112 43B Organ. No. 435P  
 Organization Name: Work First

ITEM NO. 46(2)c

REVENUE				
Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance Appropriated	5,223	2,438	7,661
				-
				-
				-
				-
				-
Total		5,223	2,438	7,661

EXPENDITURES					
Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
1210	531	Salaries	65,024	2,140	67,164
1810	531	FICA	4,975	164	5,139
1820	531	Retirement	3,187	106	3,293
1860	531	Worker's Comp	234	6	240
1824	531	401k	650	22	672
					-
					-
					-
					-
		Total	74,070	2,438	76,508

**Justification:**

Increase the salary and benefits of a staff member who has completed the trainee period to full salary for the position.

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

Submitted By: David H. Brown Date: 11-8-06  
 Department Head  
 Reviewed By: Kelly Cutry Date: 11-28-06  
 Budget Analyst  
 Reviewed By: Amye Cannon Date: 11/28/06  
 Deputy Assistant County Mgr  
 Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Information Services

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

Position #	Title and Grade	Current Budget	Increase/ (decrease)	Revised Budget
M400242	Substance Abuse Counselor II - 66	\$30,541	\$2,140	\$32,681

James E. Johnson  
11/22/06

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>807-181</u>
Date Received	<u>11/22/06</u>
Date Completed	

Fund No. 101 Agency No. 437 Organ. No. 4366

Organization Name: Social Services-Other

ITEM NO. 46(3)a

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4368	WORK FIRST DEMO GRANT	0	466,975	466,975

Total 466,975

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
4368	265	WORK FIRST DEMO GRANT	0	466,975	466,975

Total 0 466,975 466,975

**Justification:**

To recognize grant funding received for SFY 06-07.

**Funding Source:**

State: \_\_\_\_\_ Federal: 466,975 County: \_\_\_\_\_ New: \_\_\_\_\_ Other: \_\_\_\_\_  
Other: \_\_\_\_\_ Fees: \_\_\_\_\_ Prior Year: \_\_\_\_\_

**Fund Balance:**

Submitted By: [Signature] Date: 11-21-06

Department Head

Reviewed By: [Signature] Date: 11/22/06

Budget Analyst

Reviewed By: [Signature] Date: 11/29/06

Deputy Assistant County Mgr

Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_

Information Services

Approved By:

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

County Manager

Board of County Commissioners

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

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>1307-182</u>
Date Received	<u>11/22/06</u>
Date Completed	

Fund No. 101 Agency No. 437 Organ. No. 4365  
 Organization Name: Social Services

ITEM NO. 4 G-(3)b

REVENUE				
Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
7686	INSURANCE SETTLEMENT	0	2,500	2,500
Total			2,500	

EXPENDITURES					
Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3430	262	Maintenance Repair Buidings	72,555	2,500	75,055
Total			72,555	2,500	75,055

**Justification:**

To recognize revenue from insurance settlement to cover cost of replacing light in parking lot.

Funding Source: State: \_\_\_\_\_ Federal: \_\_\_\_\_ Fund Balance: County: \_\_\_\_\_ New: \_\_\_\_\_ Other: \$2,500  
 Other: \_\_\_\_\_ Fees: \_\_\_\_\_ Prior Year: \_\_\_\_\_

Submitted By: <u>W. H. SCARLETT</u> Department Head	Date: <u>11-21-06</u>	Approved By: _____ Date: _____ County Manager Board of County Commissioners Date: _____
Reviewed By: <u>Bob Tucker</u> Budget Analyst	Date: <u>11/22/06</u>	
Reviewed By: <u>Amber Cannon</u> Deputy Assistant County Mgr	Date: <u>11/20/06</u>	
Reviewed By: _____ Information Services	Date: _____	



**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>1307-183</u>
Date Received	<u>11/22/06</u>
Date Completed	

Fund No. 101 Agency No. 437 Organ. No. 4365  
 Organization Name: SOCIAL SERVICES

ITEM NO. 4G(3)c

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4352	NC ADULT DAY CARE	117,605	31,598	149,203
9901	FUND BALANCE		4,515	
(101-999-9999)				
Total			36,113	

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
4317	262	ADULT DAY CARE	134,406	36,113	170,519
Total			134,406	36,113	170,519

To recognize additional Fed/State funding for Adult Day Care and to request County Funds required to match additional funding.

Funding Source: State: 25,024 Federal: 6,574 County: New: 4,515 Other: \_\_\_\_\_  
 Other: \_\_\_\_\_ Fees: \_\_\_\_\_ Prior Year: \_\_\_\_\_

Submitted By: [Signature] Date: 11-21-06  
 Department Head  
 Reviewed By: [Signature] Date: 11/22/06  
 Budget Analyst  
 Reviewed By: [Signature] Date: 11/28/06  
 Deputy Assistant County Mgr  
 Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Information Services

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

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

<b>Budget Office Use</b>	
Budget Revision No.	<u>B07-180</u>
Date Received	<u>11/22/06</u>
Date Completed	

Fund No. 448 Agency No. 450 Organ. No. 4589  
 Organization Name: Community Development - Supportive Hous

ITEM NO. 46(4)

REVENUE				
Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9110	Transfer from Fund 101	0	6,000	6,000
Total		0	6,000	6,000

*Pg 1 of 2*

EXPENDITURES					
Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
344Y	810	Robins Meadow Transitional Housing	0	26,000	26,000
344E	810	Salvation Army	155,075	(20,000)	135,075
Total			155,075	6,000	161,075

**Justification:**

To identify funds specifically for Robins Meadow Transitional Housing due to change of subgrantee and to allocate local match funds required by grantee.

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

Submitted By: <u>Therese S. Shlain</u> Date: <u>11/22/06</u> <small>11/22/2006</small> Reviewed By: <u>[Signature]</u> Date: <u>11/22/06</u> Reviewed By: <u>Amy Cannon</u> Date: <u>11/28/06</u> <small>Deputy Assistant County Mgr</small> Reviewed By: _____ Date: _____ Information Services	Approved By: _____ Date: _____ County Manager Board of County Commissioners Date: _____
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**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

<b>Budget Office Use</b>	
Budget Revision No.	B07-180A
Date Received	11/22/06
Date Completed	

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

ITEM NO. 46(4)

**REVENUE**

*pg. 2 of 2*

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
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9901	Fund Balance Appropriated		6,000	
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Total 6,000

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
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389K	091	Transfer to Fund 448	0	6,000	6,000
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Total 0 6,000 6,000

**Justification:**

Budget match funds for the operation of Community Development's Robin's Meadow Transitional Housing Complex.

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

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

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

Reviewed By: [Signature] Department Head

Date: 11/22/06

Reviewed By: [Signature] Budget Analyst  
[Signature] Deputy Assistant County Mgr

Date: 11/20/06

Reviewed By: \_\_\_\_\_

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

Information Services

**Approved By:**

County Manager

Board of County  
Commissioners

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

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

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B07-184
Date Received	11/27/2006
Date Completed	

Fund No. 101 Agency No. 412 Organ. No. 4195

Organization Name: Public Safety Other

ITEM NO. 46(5)

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance Appropriated		22,050	

Total

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3125	139	Administrative Office of Courts-DA	50,000	22,050	72,050
			50,000	22,050	72,050

**Justification:**

Revision to appropriate fund balance to roll forward unexpended expenditures to pay for Assistant District Attorney services rendered in FY2006.

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

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

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

Reviewed By: Howard Brown Department Head

Date: 11/27/06

Reviewed By: Amy Cannon Budget Analyst

Date: 11/28/06

Reviewed By: Deputy Assistant County Mgr

Reviewed By: \_\_\_\_\_

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

Information Services

Approved By:

County Manager

Board of County Commissioners

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

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

<b>Budget Office Use</b>	
<b>Budget Revision No.</b>	<u>B07-185</u>
<b>Date Received</b>	<u>11/28/2006</u>
<b>Date Completed</b>	

ITEM NO. 46-(6)

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance Appropriated	0	130	130
	Total	0	130	130

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
336A	824	Transportation Medical	78,017	130	78,147
Total			78,017	130	78,147

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

**Approved By:**

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

**County Manager**

**Board of County**

**Commissioners** **Date:** \_\_\_\_\_



ITEM NO. 5A

## COUNTY of CUMBERLAND

BILLY R. KING  
CHAIRMAN

MARSHA S. FOGLE  
CLERK TO THE BOARD

KENNETH S. EDGE  
VICE CHAIRMAN

*Board of County Commissioners*

ANN HYMES  
DEPUTY CLERK

TALMAGE S. BAGGETT, JR.  
J. BREEDEN BLACKWELL  
JEANNETTE M. COUNCIL  
JOHN T. HENLEY, JR.  
DIANE WHEATLEY

November 27, 2006

### December 4, 2006 Agenda Item

#### MEMORANDUM

TO: Board of Commissioners  
FROM: Ann Hymes, Deputy Clerk  
SUBJECT: ABC Board Vacancies (2)

The ABC Board has the following vacancies:

Ed Melvin – Resigned. Replacement needed.

Stephen R. Satsky – Resigned. Replacement needed.

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

**PROPOSED ACTION:** Make nominations to fill the vacancies (2).

Attachments

pc: Gene Webb, ABC Board General Manager

## ABC BOARD

## 3 Year Term

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Ed Melvin (W/M) 3017 Ravenhill Drive Fayetteville, NC 28303 433-2119/391-4028(W)	6/05	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
Stanley Johnson (W/M) 4718 Cameron Road Hope Mills, NC 28348 425-4509	5/04	2nd	June/07 6/30/07	No
Glenn B. Adams 407 Hilliard Drive Fayetteville, NC 28311 822-4578/678-8900(W)	5/04	1st	June/07 6/30/07	Yes
Stephen R. Satsky (W/M) 219 Devane Street Fayetteville, NC 28305 483-9344/483-2920(W)	6/05	2nd	June/08 6/30/08	No

Commissioner Liaison: Kenneth Edge

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>
ALLEN, CINDY (W/F) 2233 WILMINGTON HIGHWAY FAYETTEVILLE, NC 28306 483-3213/323-8811(W)	OWNER -NURSERY & LANDSCAPING COMPANY	ASSOCIATE DEGREE: DENTAL ASSISTANT
<b>**SERVES ON THE JOINT APPEARANCE COMMISSION**</b>		
BLANCO, SWANY (B/ ) 6512 WINDY CREEK WAY FAYETTEVILLE, NC 28306 864-3674/323-2875(W)	COUNSELOR	MA - COUNSELING
CHAVIS, DR. ANNIE M. (B/F) 3454 THORNDIKE DRIVE FAYETTEVILLE, NC 28311 488-9555/672-1852(W)	COLLEGE PROFESSOR	
CHAVIS, LANDIS REED (W/M) 3855 CEDAR CREEK ROAD FAYETTEVILLE, NC 28312 483-1729/483-4783(W)	OWNER/PRESIDENT PLUMBING CO.	HIGH SCHOOL
CHESTNUTT, A. JOHNSON(W/M) 578 MILDEN ROAD FAYETTEVILLE, NC 28314 484-6365/323-1040(W)	ACCOUNTANT	BSBA
FLEMING, JOE (B/M) 7235 RYAN STREET FAYETTEVILLE, NC 28314 868-1428/257-7323	RETIRED	16 YEARS
<b>**SERVES ON THE NURSING HOME ADVISORY BOARD**</b>		
HALL, R. KEITH (C/M) 5744 MACK SIMMONS FAYETTEVILLE, NC 28312-7776 485-6836	USN RETIRED	HS/USN SCHOOLS
HORNE, STEPHEN T., JR. (W/M) 801 FAIRFIELD ROAD FAYETTEVILLE, NC 28303 484-0487	RETIRED	1 ½ YEARS COLLEGE
INGRAM, JAMES (B/M) PO BOX 87671 FAYETTEVILLE, NC 28304 257-1831/488-8415(W)	EDUCATION ADMIN.	BA, MA, ED.S
KEEFE, JIMMY (W/M) 370 ECHO LANE FAYETTEVILLE, NC 860-7706/323-1791, EXT. 303 (W)	OWNER/OPERATOR TROPHY HOUSE	CITADEL GRADUATE



KNIGHT, BOBBY L. (W/M)  
PO BOX 1842  
FAYETTEVILLE, NC 28302  
323-0023/624-5533(W)

SEMI-RETIRED HIGH SCHOOL  
REAL ESTATE INVESTMENTS

LEACH, JACQUELINE (AA/F)  
5520 MARCIA STREET  
FAYETTEVILLE, NC 28303  
868-4897/677-2977(W)

VISTA VOLUNTEER ACCOUNTING DEGREE  
AMERICORP

MACK, DAVID JAMES (B/M)  
5479 LYNBROOK COURT  
FAYETTEVILLE, NC 28314  
867-1214

RETIRED  
SCHOOL ADMINISTRATOR

MANNING, BILLY H. (B/M)  
718 RUSTLAND DRIVE  
FAYETTEVILLE, NC 28301  
822-1919/483-7111

RETIRED MILITARY ASSOC. POLICE SCIENCE  
& CC SHERIFF'S DEPT & BUSINESS LAW

MATTHEWS, GEORGE E. (B/M)  
6984 KINGS LYNN LOOP  
FAYETTEVILLE, NC 28304  
487-3904/396-8169/2227

GOVT. CONTRACT BS – TECH. AERONAUTICS  
EMPLOYEE MA – HUMAN RELATIONS

MCFADYEN, WILLIAM DAVID (W/M)  
7122 HUNTERS POINT DRIVE  
FAYETTEVILLE, NC 28311  
822-2362

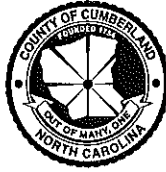
RETIRED ASSOC. DEGREE –  
PART-TIME COURIER BUSINESS ADMIN.

MERRITT, EDGAR F. (B/M)  
1506 BOROS DRIVE  
FAYETTEVILLE, NC 28303  
822-2976/286-2552(W)

RETIRED CITY POLICE 3 YRS COLLEGE  
PART-TIME: DEPT OF  
JUVENILE JUSTICE

POOLE, ROBERT E. (W/M)  
2700 BRIARCREEK PLACE  
FAYETTEVILLE, NC 28304  
678-8197/483-1367 (W)

PRESIDENT/MANAGER HS/40 YRS OF BUSINESS  
POOLE OFFICE INTERIORS MANAGEMENT



ITEM NO. 5B

## COUNTY of CUMBERLAND

BILLY R. KING  
CHAIRMAN

MARSHA S. FOGLE  
CLERK TO THE BOARD

KENNETH S. EDGE  
VICE CHAIRMAN

*Board of County Commissioners*

ANN HYMES  
DEPUTY CLERK

TALMAGE S. BAGGETT, JR.  
J. BREEDEN BLACKWELL  
JEANNETTE M. COUNCIL  
JOHN T. HENLEY, JR.  
DIANE WHEATLEY

November 27, 2006

### **December 4, 2006 Agenda Item**

TO: Board of Commissioners

FROM: Ann Hymes, Deputy Clerk

SUBJECT: Nursing Home Advisory Board Vacancy (1)

BACKGROUND: On November 20, 2006, the Board of Commissioners reappointed Peter A. Paoni to serve his first full term on the Nursing Home Advisory Board. Mr. Paoni respectfully declined the appointment. Replacement needed.

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

**PROPOSED ACTION: Make nomination to fill the vacancy (1).**

Attachments

pc: Andrea Wright, Mid-Carolina Area Agency on Aging

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>
Martha McKoy P.O. Box 42152 Fayetteville, NC 28309 423-0771	9/05	1st	9/30/08 Sept/08	Yes
William R. Nichols(W/M) 1240 Magnolia Church Road Stedman, NC 28391 483-3934/433-1924(W)	2/06	Init.	02/28/07 Feb/07	Yes
Barbara Randolph (W/F) P.O. Box 36113 Fayetteville, NC 28303 484-3602 (H)	4/06	1st	4/30/09 April/09	Yes
Dr. Kathleen Radcliff(W/F) P.O. Box 53004 Fayetteville, NC 28305 484-4895/868-8153(W)	1/06	1st	1/31/09 Jan/09	Yes
Mandella Edwards ( /F) 4151 Village Drive Fayetteville, NC 28304 429-0790(H)	4/06	Init.	4/30/07 April/07	Yes
Rev. Dr. Joe Fleming (B/M) 7235 Ryan Street Fayetteville, NC 28314 864-9084/257-7323(W)	6/06	1st	6/30/09 June/09	Yes
Navy Thomas (B/F) 7208 Reedy Creek Drive Fayetteville, NC 28314 867-4531/483-2222(W)/224-1332(Cell)	6/06	Init.	6/30/07 June 07	Yes
Robert Pringle (B/M) 1835 Cascade Street Fayetteville, NC 28301 483-7547	10/04	2nd	10/31/07 Oct/07	No

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Peter A. Paoni (W/M) 705 Marketview Court Fayetteville, NC 28301 486-5123	11/05	Init.	11/30/06 Nov/06	Yes
Hervenna Pannell (B/F) 1821 Eichelberger Drive Fayetteville, NC 28303 822-8516/907-9355(W)	2/06	1st	2/28/09 Feb/09	Yes
Lora L. Watson 1516 Chedington Road Hope Mills, NC 28348 485-3558/323-3041(W)	4/04	1st	4/30/07 April/07	Yes

CONTACT: Andrea Wright - Mid-Carolina Area Agency on Aging  
P. O. Box 1510, Fayetteville, NC 28302, (Phone: 323-4191, ext. 25)

Quarterly, (February, May, August & November) at 10:00 AM on the fourth Wednesday - at various nursing homes in the county.

APPLICANTS FOR  
NURSING HOME ADVISORY BOARD

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
ADAMS, TIFFANY M. (B/F) 1123 CURRY FORD DRIVE FAYETTEVILLE, NC 28314 867-5976/286-1061(W) <b>**SERVES ON THE ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE**</b>	CHURCH MUSICIAN SALES ASSOCIATE	GRADUATING FSU SPRING '06
BROWNLEE-JONES, LINDA (B/F) 5817 PETTIGREW DRIVE FAYETTEVILLE, NC 28314 867-9589 <b>*SERVES ON THE ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE*</b>	OUTREACH MINISTRIES	SOME COLLEGE
LLOYD, TOM (W/M) 1306 BERKSHIRE ROAD FAYETTEVILLE, NC 28305 484-6762/678-7618(W)	PLANNING DIRECTOR	BA, MA – GEOGRAPHY/ PLANNING MINOR- PSYCHOLOGY & STATISTICS



ITEM NO. 6A

BILLY R. KING  
CHAIRMAN

## COUNTY of CUMBERLAND

MARSHA S. FOGLE  
CLERK TO THE BOARD

KENNETH S. EDGE  
VICE CHAIRMAN

### *Board of County Commissioners*

ANN HYMES  
DEPUTY CLERK

TALMAGE S. BAGGETT, JR.  
J. BREEDEN BLACKWELL  
JEANNETTE M. COUNCIL  
JOHN T. HENLEY, JR.  
DIANE WHEATLEY

November 21, 2006

### December 4, 2006 Agenda Item

#### MEMORANDUM

TO: Board of Commissioners

FROM: Ann Hymes, Deputy Clerk

SUBJECT: Air Quality Stakeholders' Committee

BACKGROUND: On November 20, 2006, the Board of Commissioners nominated the following to fill the vacancy of Talmage Baggett on the Air Quality Stakeholders' Committee:

Stakeholder  
County of Cumberland – **Jeannette Council**

I have attached the current membership list for this committee.

**PROPOSED ACTION: Appoint the above.**

pc: Tom Lloyd, Planning & Inspections Director

## AIR QUALITY STAKEHOLDERS COMMITTEE

<u>NAME</u>	<u>STAKEHOLDER</u>	<u>DATE APPT'D</u>	<u>TERM</u>	<u>EXPIRES</u>	<u>ELIGIBLE FOR REAPPOINT.</u>
Commissioner Eleanor Ayers PO Box 220 Stedman, NC 28391 323-1892	Town of Stedman	4/06	2 <sup>nd</sup>	4/09	No
Colonel Gregory Bean Director of Public Works Bldg 3-1631, Butner Road Fort Bragg, NC 28310-5000 396-4009 <a href="mailto:beangg@bragg.army.mil">beangg@bragg.army.mil</a>	Fort Bragg	4/06	2 <sup>nd</sup>	4/09	No
Steven Blanchard, CEO Public Works Commission 8768 Coats Road Linden, NC 28356 223-4002 <a href="mailto:steve.blanchard@faypwc.com">steve.blanchard@faypwc.com</a>	PWC	4/06	2 <sup>nd</sup>	4/09	No
George Breece PO Box 2801 Fayetteville, NC 28302 484-5430(H); 484-5431(Fax) <a href="mailto:george@breece.com">george@breece.com</a>	Citizen	4/06	2 <sup>nd</sup>	4/09	No
Mayor Edwin S. Deaver 5770 Rockfish Road Hope Mills, NC 28348 424-4554; 424-2384(H) <a href="mailto:pcregister@town.hope-mills.nc.us">pcregister@town.hope-mills.nc.us</a>	Citizen	4/06	2 <sup>nd</sup>	4/09	No
Scott Peters Goodyear Tire & Rubber Company 6655 Ramsey Street Fayetteville, NC 28311	Major Industry	4/06	1 <sup>st</sup>	4/09	Yes
Joseph Follet, MD Lafayette Clinic 1756 Metromedical Drive Fayetteville, NC 28304	Medical Rep.	4/06	2 <sup>nd</sup>	4/09	No
Michael Green P.O. Drawer 510 Fayetteville, NC 28302 483-1371 <a href="mailto:mgreen6592@aol.com">mgreen6592@aol.com</a>	Cohen & Green	4/06	2 <sup>nd</sup>	4/09	No
Henry Holt 1709 Clinton Road Fayetteville, NC 28301 483-5137 <a href="mailto:hwhwork@netquick.net">hwhwork@netquick.net</a>	Petroleum Distributor	4/06	2 <sup>nd</sup>	4/09	No

AIR QUALITY STAKEHOLDERS COMMITTEE – Page 2

<u>NAME</u>	<u>STAKEHOLDER</u>	<u>DATE APPT'D</u>	<u>TERM</u>	<u>EXPIRES</u>	<u>ELIGIBLE FOR REAPPOINT.</u>
Karl Legatski 122 Magnolia Avenue Fayetteville, NC 28305 484-8684(H) 867-8675 <a href="mailto:karl@celtechinc.net">karl@celtechinc.net</a>	Citizen	4/06	2 <sup>nd</sup>	4/09	No
William A. Martin Cumberland Co. Business Council P.O. Box 9 Fayetteville, NC 28302 484-4242	CCBC	4/06	2 <sup>nd</sup>	4/09	No
Dr. Harold Maxwell 227 Fountainhead Lane Fayetteville, NC 28301 433-3600 <a href="mailto:hamaco@nc.rr.com">hamaco@nc.rr.com</a>	Board of Health	4/06	2 <sup>nd</sup>	4/09	No
Donovan McLaurin PO Box 97 Wade, NC 28395 484-0116; 428-6066(fax) <a href="mailto:mclaurin@outdrs.net">mclaurin@outdrs.net</a>	Homebuilders Association	4/06	2 <sup>nd</sup>	4/09	No
Joe Levister, Jr. FTCC PO Box 35236 Fayetteville, NC 28303 678-8321	FTCC	4/06	1 <sup>st</sup>	4/09	Yes
Denise Sykes Planning/Inspections Department 130 Gillespie Street Fayetteville, NC 28301 678-7629 <a href="mailto:dsykes@co.cumberland.nc.us">dsykes@co.cumberland.nc.us</a>	Towns of Wade Falcon, Godwin	4/06	2 <sup>nd</sup>	4/09	No
Stephen C. Waters, Sr. 4377 Ferncreek Drive Fayetteville, NC 28314 485-2135 <a href="mailto:scwaters@ashland.com">scwaters@ashland.com</a>	APAC aka Crowell Construction	4/06	2 <sup>nd</sup>	4/09	No
Talmage Baggett Board of Commissioners PO Box 1829 Fayetteville, NC 28302 433-2000	County of Cumberland	4/06	2 <sup>nd</sup>	4/09	No

Original appointments made March 17, 2003.

Committee will be active for about 3 years.

Contact/Staff: Rick Heicksen and Maurizia Chapman – Planning Department.

No regular meeting date.





# COUNTY of CUMBERLAND

BILLY R. KING  
CHAIRMAN

MARSHA S. FOGLE  
CLERK TO THE BOARD

KENNETH S. EDGE  
VICE CHAIRMAN

*Board of County Commissioners*

ANN HYMES  
DEPUTY CLERK

TALMAGE S. BAGGETT, JR.  
J. BREEDEN BLACKWELL  
JEANNETTE M. COUNCIL  
JOHN T. HENLEY, JR.  
DIANE WHEATLEY

November 21, 2006

## December 4, 2006 Agenda Item

TO: Board of Commissioners

FROM: Ann Hymes, Deputy Clerk

SUBJECT: Appointments to the Mental Health Board

BACKGROUND: On November 20, 2006, the Board of Commissioners nominated the following to fill six (6) vacancies on the Mental Health Board:

Nominees: Individual with Financial Expertise – Christopher Bostock

Individual Representing the Interest of Children – Pam McEvoy  
Michael Boose

Licensed Physician – Dr. Melvin Henderson

Representative with a Family Member or from a Citizen's Organization  
Who Advocates for Persons with a Developmental Disability – Anna Finch

At-Large Representative – Evelyn Shaw

Openly Declared Consumer with Mental Illness – Nancy Capps

**PROPOSED ACTION: Appoint one person to each of the above vacancies.**

Attachments

pc: Hank Debnam, Mental Health Department

MENTAL HEALTH BOARD  
(Cumberland County Area Mental Health, Developmental Disabilities and Substance Abuse Board)  
4 Year Term

06/06

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
<u>Licensed Physician</u>				
Dr. Melvin L. Henderson (B/M) 132 Great Oaks Fayetteville, NC 28303	11/02	1st	1/1/07 Jan/07	Yes
<u>Individual with Financial Expertise</u>				
A. Johnson Chestnut (W/M) P.O. Box 87167 Fayetteville, NC 28304 484-6365/323-1040(W)	12/02	2nd	1/1/07 Jan/07	No
<u>Professional Rep. (Psychology, Social Work, Nursing, Religion)</u>				
Rev. Floyd Johnson, Jr. (B/M) 716 Amber Drive Fayetteville, NC 28311 822-0457	12/04	1st	1/1/09 Jan/09	Yes
<u>Representative with a Family Member or from a Citizen's Organization who Advocates for Persons with a Developmental Disability</u>				
Anna F. Finch (W/F) 3 Skye Place Fayetteville, NC 28303 485-1179	12/02	1st	1/1/07 Jan/07	Yes
<u>Drug Abuse Rep. (Family Consumer)</u>				
William H. McDougal (B/M) 661 Country Club Road Fayetteville, NC 28301 488-7311	05/04 to fill unexp. term	1st	1/1/08 Jan/08	Yes
<u>Developmental Disabilities (Family Consumer)</u>				
David Wendelken ( /M) 818 Azalea Drive Fayetteville, NC 28301 677-0495/223-2417(W)	06/06	1st	6/30/10 June/10	Yes
<u>Drug Abuse, Primary Consumer, Presently in Recovery</u>				
Gladys Hunt (I/F) 7158 Eagle Spring Drive Hope Mills, NC 28348 425-7409/483-8442(W)	1/06	1st full	1/1/10 Jan/10	Yes

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Mental Health Rep. from a Citizens Organization or Primary Consumer</u>				
Luis M. Collazo (H/M) 2051 Merrimac Drive Fayetteville, NC 28314 864-1818/433-1697(W)	12/04	1st	1/1/09 Jan/09	Yes
<u>Mental Health Rep. (Family Consumer)</u>				
Albert Bleakley (W/M) 3018 Ravenhill Drive Fayetteville, NC 28303 484-9406	12/04	2nd	1/1/09 Jan/09	No
<u>Alcoholism (Family Consumer)</u>				
Phyllis M. Spain (B/F) P.O. Box 821 Spring Lake, NC 28390 484-4726/916-4974(W)	06/06 to fill unexp. term	1st	1/1/10 Jan/10	Yes
<u>Alcoholism, Primary Consumer, Presently in Recovery</u>				
Nathan Taylor (B/M) 6819 Mangrove Drive Fayetteville, NC 28314 864-8742	11/04	2nd	1/1/09 Jan/09	No
<u>Individual with Management or Business Expertise</u>				
Robin Imperial (W/F) 3238 Turtle Point Dr. – Apt. A Fayetteville, NC 28304 221-9402/424-6249(W)	10/05 to fill unexp. term	1st	1/1/07 Jan/07	Yes
<u>At Large Members</u>				
Evelyn O. Shaw (B/F) P.O. Box 1195 Fayetteville, NC 28302 488-3562/323-5303	05/04 to fill unexp. term	1st	1/1/07 Jan/07	Yes
<u>Individual Representing the Interest of Children</u>				
Linda Hair (W/F) 2103 Fordham Drive Fayetteville, NC 28304 485-7347/485-7854(W)	12/02	2nd	1/1/07 Jan/07	No

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Openly Declared Consumer with Mental Illness</u>				
Nancy Capps (I/F) 1343 Devonshire Drive Fayetteville, NC 28304	12/02	1st	1/1/07 Jan/07	Yes
<u>Openly Declared Consumer with a Developmental Disability</u>				
Craig Wilkins (W/M) 104 Samuel Street Fayetteville, NC 28304	12/02	1st	1/1/07 Jan/07	Yes

County Commissioner (2)\* (Voting Members) - Billy R. King and Diane Wheatley

Contact: Hank Debnam, Mental Health Director

Meetings: 1<sup>st</sup> Wednesday of the month at 5:15 PM, 711 Executive Place, Board Room 124.

\* Board expanded to 18 members 11-06-02.\*

APPLICANTS FOR  
MENTAL HEALTH BOARD

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
BLANCO, SWANY (B/ ) 6512 WINDY CREEK WAY FAYETTEVILLE, NC 28306 864-3674/323-2875(W)	COUNSELOR	MA – COUNSELING
BOOSE, MICHAEL C. (W/M) 309 FARLEY PLACE FAYETTEVILLE, NC 28303 860-3889/486-9292(W)	BUSINESS OWNER ATTORNEY	ECU/CAMPBELL LAW
BOSTOCK, CHRISTOPHER ( /M) 424 KINGSFORD ROAD FAYETTEVILLE, NC 28314 864-6501/486-0415(W)	RESIDENT DIRECTOR FINANCIAL ADVISOR	BS
BURRISS, JR, CLAYTON OLIVER (C/M) 2026 FOREST HILLS DRIVE FAYETTEVILLE, NC 28303 822-2800	RETIRED DESIGN ENGR	DEGREE IN BUSINESS ADMIN/MGMT MAJOR
COOPER, WILLIE JR (B/M) 5599 ASHGROVE DRIVE FAYETTEVILLE, NC 28311 488-4037/829-9873(W)	CPA	BS-BUSINESS ADMIN. GRAD. STUDIES
CRAVER, ELYSE H. (W/F) 3606 LAKE SHORE DRIVE HOPE MILLS, NC 28348 425-3667/391-1210(W)	HOSPITAL CONSULTANT & BIOHAZARDOUS WASTE TRAINER	MA – HEALTH EDUCATION
DILLON, MARY E. ( /F) 3209 MCCHOEN DRIVE FAYETTEVILLE, NC 28301 822-2045/678-8348(W)	BASIC SKILLS INSTRUCTOR	BS – ELEM. EDUCATION
GLOSTON, LOUIS J. (B/M) 2000 GREENDALE DRIVE FAYETTEVILLE, NC 28304 867-5724/484-7869(W)	CHIEF OPERATIONS OFFICER	BA – MANAGEMENT MA – MANAGEMENT
<b>**SERVES ON THE JOINT APPEARANCE BOARD**</b>		
MARSHALL, BARBARA SUMMEY (B/F) 7640 WILKINS DRIVE FAYETTEVILLE, NC 28311 488-2615/977-2303(W)	NAVY RESERVE CHAPLAIN	BA – PSYCHOLOGY & ARTS MA – ARTS IN RELIGIOUS ED. DR. OF MINISTRY IN COLLAB. LEADERSHIP
MCCUNE, DAVID JR. (W/M) 4801 RESEARCH DRIVE FAYETTEVILLE, NC 28306 297-6034(H)	VICE PRESIDENT MCCUNE TECHNOLOGY	SOME COLLEGE

MCEVOY, PAM (C/F)  
PO BOX 488  
FAYETTEVILLE, NC 28302-0488  
424-0117/486-9700(W)

EXEC. DIRECTOR  
CHILD ADVOCACY

BA – COMMUNICATIONS

PECHMANN, GREGORY(W/M)  
211 FAIRWAY DRIVE  
FAYETTEVILLE, NC 28305  
868-7204/483-8101(W)

CPA

BSBA – ACCOUNTING

SESSOMS, KARLA D. (B/F)  
6624 JACOBS CREEK CIR  
FAYETTEVILLE NC 28306  
425-7634(H); 426-2273(W)

RN  
HOME CAREGIVERS

ASSOC. APPLIED  
SCIENCE

SHARP, KRISTIN S. (B/F)  
3434 LUBBOCK DRIVE  
HOPE MILLS, NC 28348  
323-1046/678-8289(W) **\*\*Nominated to serve on the Adult Care Home  
Community Advisory Committee\*\***

COUNSELOR

BS – PSYCHOLOGY  
MA – COUNSELING  
MA – HUMAN RESOURCE  
DEVELOPMENT

SMITH-COAXUM, JANICE(B/F)  
617 BROMSWORTH TRAIL  
FAYETTEVILLE, NC 28311  
488-0459/678-7048(W)

RETIRED EDUCATOR  
ADJUNCT PROFESSOR

EdD-EDUCATION LEADERSHIP  
MA-ADMIN/SUPERVISION  
MA-ELEM. EDUCATION  
BS

WIGGINS, ALLIE D. (A/F)  
5222 BROOKFIELD ROAD  
FAYETTEVILLE, NC 28303  
868-4219/988-4267(CELL)

RETIRED CLINICAL  
SOCIAL WORKER

MA – SOCIAL WORK  
LICENSED CLINICAL  
SOCIAL WORKER

**\*\*Serves on the Community Child Protection/Fatality Prevention Team\*\***

WILLIAMS, TYRONE A.(AM/M)  
3311 LAKE BEND DRIVE  
FAYETTEVILLE, NC 28311  
670-9431/480-4841(W)

PRESIDENT, WHF, INC

BS – THEOLOGY