
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
COURTHOUSE – ROOM 118
JANUARY 2, 2007
9:00 AM

INVOCATION Commissioner Ed Melvin

Minister:

PLEDGE OF ALLEGIANCE

1. Presentation of the FY 2006 Annual Audit by Michelle Loyd Thompson, CPA, Partner, Cherry, Bekaert and Holland, L.L.P.

2. Consent Agenda
 - A. Approval of minutes for the December 18, 2006 regular meeting.
 - B. Approval of Lake Upchurch Dam Restoration Project Change Order.
 - C. Approval of Annual Lease Agreement Between Communicare, Inc. and Cumberland County at 411B Executive Place.
 - D. Approval of 5 Year Lease Agreement Between State of North Carolina and Cumberland County at the DSS Building.
 - E. Approval of Sole Source Purchase for Taser Pistols for the Sheriff's Office.

ITEMS OF BUSINESS

3. Nominations to Boards and Committees:
 - A. Board of Adjustment (1 Vacancy)
 - B. Board of Health (5 Vacancies)
 - C. Cape Fear Valley Hospital Board of Trustees (4 Vacancies)
 - D. Civic Center Commission (5 Vacancies)

4. Appointments to Boards and Committees

A. Air Quality Stakeholders Committee (1 Vacancy)

Nominee: Representative – City of Fayetteville: Keith Bates

B. Cumberland County Home and Community Care Block Grant Committee
(6 Vacancies)

<u>Nominees:</u>	<u>Older Consumer Representative:</u>	Elma Jorgensen Kristine Wagner Janice Lucas (Re-appoint)
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Active Service Provider: Judy Dawkins (Re-appoint)
Patricia Edwards (Re-appoint)

Elected Official: Richard Higgins

C. Mental Health Board (2 Vacancies)

Nominees:

Individual with Financial Expertise: Willie Cooper

Individual with Management or Business Expertise: Michael Boose
Liliana Parker

ADJOURN

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

MEETINGS:

January 16, 2006 (Tuesday) – 6:45 PM
February 5, 2006 (Monday) – 9:00 AM
February 20, 2007 (Tuesday) – 6:45 PM



ITEM NO. 1

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 JANUARY 2, 2007

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY H. CANNON, ASSISTANT COUNTY MANAGER 

DATE: DECEMBER 21, 2006

SUBJECT: PRESENTATION OF THE FY 2006 AUDIT

The annual audit has been completed by the independent certified public accounting firm of Cherry, Bekaert and Holland. Ms. Michelle Loyd Thompson, Partner, with Cherry, Bekaert & Holland is prepared to present the results of the annual audit to the Board of County Commissioners at the January 2, 2007 Commissioners' Meeting.

RECOMMENDATION/PROPOSED ACTION:

Recommend that the Board of County Commissioners accept the independent auditor's report.

AHC:cas

/ct

CM122106-2



ITEM NO. 2B

COUNTY of CUMBERLAND

Engineering Department

ROBERT N. STANGER, P.E.
County Engineer

December 20, 2006

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

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

THROUGH: AMY H. CANNON, ASSISTANT COUNTY MANAGER

SUBJECT: CHANGE ORDER #1 - LAKE UPCHURCH DAM RESTORATION PROJECT

BACKGROUND:

Attached is Change Order #1 for Paul Howard Construction Company, Inc., in the amount of \$67,636.45 for additional work on the Lake Upchurch Dam Restoration Project. The contract amount is based on unit prices and estimated quantities for the various work items and requires adjustment to reflect the actual quantities of work in-place. Change Order #1 adjusts the bid quantity of reinforcing steel for the concrete labyrinth spillway estimated at 250,000 lbs by the project engineer to the actual amount installed by the contractor which is 302,052 lbs. At the contract unit price of \$1.25 per lb, this amounts to an increase of \$65,031.25. In addition, the contractor experienced a material cost increase for the reinforcing steel in the amount of \$17.50 per ton as a result of the delay in beginning the work from March 3, 2006 to May 22, 2006 waiting on the permit to construct from the regulatory agencies. This equates to an increase of \$2,605.20.

The County Attorney's Office has reviewed the Change Order for legal sufficiency. There are sufficient monies in the Water & Sewer Fund that can be allocated to the project for this change order.

RECOMMENDATION/PROPOSED ACTION:

The recommendation of the County Engineer, Schnabel Engineering, the project engineer, and management is to:

1. Approve Change Order #1 for Paul Howard Construction Company, Inc., in the amount of \$67,636.45 and increase the contract amount to \$1,855,186.45.
2. Approve the attached budget revision.

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

CHANGE ORDER

Distribution To:

OWNER ☐
ENGINEER ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: Cumberland County
Lake Upchurch Dam Restoration

CHANGE ORDER NUMBER: 1
INITIATION DATE: December 20, 2006

TO: Paul Howard Construction Co., Inc.
7605-I Business Park Drive
Greensboro, NC 27409

ENGINEER'S PROJECT NO:
CONTRACT FOR: General Construction
CONTRACT DATE: February 6, 2006

You are directed to make the following changes in this Contract:

Increase bid quantity of reinforcing steel from 250,000 lbs. to 302,052 lbs. **ADD: \$65,031.25**

Additional costs for increased material cost of reinforcing steel
due to delay in start of project from March 3, 2006 to May 22, 2006. **ADD: \$ 2,605.20**
TOTAL: \$67,636.45

Not valid until signed by the Owner and the Engineer.
Signature of the Contractor indicates agreement herewith, including any adjustment in the Contract Sum or the Contract Time.

The original (Contract Sum) (Guaranteed Maximum Cost) was.....	\$ 1,787,550.00
Net change by previously authorized Change Orders.....	\$ 0.00
The (Contract Sum) (Guaranteed Maximum Cost) prior to this Change Order was.....	\$ 1,787,550.00
The (Contract Sum) (Guaranteed Maximum Cost) will be increased by this Change	\$ 67,636.45
The new (Contract Sum) (Guaranteed Maximum Cost) including this Change Order will be.....	\$ 1,855,186.45
The Contract Time will be (increased) (decreased) (unchanged) by	(--0--) Days
The Date of Substantial Completion as of the date of this Change Order therefore is unchanged	

Schnabel Engineering South
ENGINEER

County of Cumberland
OWNER

Paul Howard Construction Co.
CONTRACTOR

15-E Glenn Bridge Road
Arden, NC 28704

P.O. Box 1829
Fayetteville, NC 28302

7605-I Business Park Drive
Greensboro, NC 27409

BY: _____

BY: _____

BY: _____

DATE: _____

DATE: _____

DATE: _____

Budget Office Use	
Budget Revision No.	<u>B07-203</u>
Date Received	<u>12/21/2006</u>
Date Completed	

Organization Name: Water and Sewer Fund

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance Appropriated	3,256,631	67,637	3,324,268
	Total	3,256,631	67,637	3,324,268

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
344A	754	Lake Upchurch	1,607,494	67,637	1,675,131
Total			1,607,494	67,637	1,675,131

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. 2C

COUNTY of CUMBERLAND

Office of the County Attorney

December 19, 2006

MEMORANDUM FOR BOARD OF COMMISSIONERS' AGENDA OF JANUARY 2, 2007

TO: BOARD OF COMMISSIONERS

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

SUBJECT: APPROVAL OF LEASE WITH COMMUNICARE FOR 411B EXECUTIVE PLACE

BACKGROUND: The enclosed lease would approve a one year term with Communicare Inc. for 4,347 square feet at \$6.00 a square foot (which reflects and includes a reduction of \$6.00 per square foot as an in-kind match for the Juvenile Assessment Center) and \$12 a square foot for 1,827 square feet for the MAJORS Program. The lease term runs from October 1, 2006 through September 30, 2007 and is renewable for one additional one-year term.

RECOMMENDATION: Approve enclosed lease agreement with Communicare Inc.

Encl.

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

LEASE AGREEMENT

This Lease Agreement, made and entered as of the 1st day of October, 2006, by and between COMMUNICARE INC., a North Carolina corporation with a place of business in Cumberland County, North Carolina, hereinafter referred to as "LESSEE", and the COUNTY OF CUMBERLAND, a body politic and corporate of the State of North Carolina, hereinafter referred to as "LESSOR".

WITNESSETH:

THAT for and in consideration of the mutual promises hereinafter contained or referred to and subject to the terms and conditions hereinafter set forth or referred to; LESSOR does hereby lease and demise to LESSEE that certain tract or parcel of land in Cross Creek Township, Cumberland County, North Carolina, being described as follows:

Executive Place Annex, 411B Executive Place, Fayetteville, N.C. 28305, being a part of Tax PIN 0427--32--5970.

TO HAVE AND TO HOLD said property, together with all privileges and appurtenances thereto belonging including easements of ingress and egress, to the said LESSEE, under the terms and conditions hereinafter set forth:

1. **TERM:** The Lease shall commence on the 1st day of October, 2006, and unless sooner terminated or extended as hereinafter provided, shall exist and continue to and through the 30th day of September, 2007, said term being subject the conditions of occupancy and rental terms hereinafter provided. LESSEE may extend and renew the Lease for one additional year upon the same terms and conditions by giving LESSOR ninety (90) days prior notice.
2. **RENT:** The LESSEE shall pay to the LESSOR or its agent, rental during the term in the amount of SIX DOLLARS (\$6.00) per square foot annually for 4,347 square feet (which reflects and includes a reduction of \$6.00 per square foot as an in-kind match for the Juvenile Assessment Center), and TWELVE DOLLARS (\$12.00) per square foot annually for 1,827 square feet for the MAJORS Program. This rent shall be payable in equal monthly installments on or before the 1st day of each and every month during the term of this Lease at an amount of FOUR THOUSAND DOLLARS and fifty cents (\$4,000.50).
3. **DEPOSIT:** LESSOR shall not require a security deposit from the LESSEE.
4. **SERVICES:**
 - a. LESSOR covenants and agrees to furnish the leased premises with electrical service suitable for the intended use as general office space (including dedicated ground circuits for computer operation), including fluorescent tube

and ballast replacements, heating and air conditioning for the comfortable use and occupancy of the leased premises, plus supplying and maintaining building common areas and restroom facilities, including hot and cold water, and sewage disposal in the building in which the leased premises are located. If the premises have a security system, it must be kept in good working order at all times.

- b. The demised premises shall meet the minimum space requirements of the North Carolina Administrative Code for social services office space.
5. **PARKING LOT:** LESSEE shall have the right of use and enjoyment of the Executive Place parking areas at no charge to the LESSEE.
6. **ASSIGNMENT OR SUB-LEASE:** The LESSEE shall not assign this lease or sublet the leased premises or any part thereof, without the written consent of the LESSOR. Such written consent will not be unreasonably withheld by LESSOR.
7. **USE AND POSSESSION:** It is understood that the leased premises are to be used for general office purposes and for no other purposes without prior written consent of LESSOR. LESSEE shall not use the leased premises for any unlawful purpose or so as to constitute a nuisance. LESSEE shall return the premises to LESSOR at the termination hereof in as good condition and state of repair as the same was at the commencement of the term hereof, except for loss, damage, or depreciation occasioned by reasonable wear and tear and damage by accidental fire or other casualty.
8. **DESTRUCTION OF PREMISES:** In the event that said building is damaged by fire, windstorm, or an act of God, so as to materially affect the use of the building and premises, this Lease shall automatically terminate as of the date of such damage or destruction, provided, however, that if such building and premises are repaired so as to be available for occupancy and use within sixty (60) days after said damage, then this lease shall not terminate, provided further that the LESSEE shall pay no rent during the period of time that the premises are unfit for occupancy and use.
9. **CONDEMNATION:** If during the term of this lease or any renewal period thereof, the whole of the leased premises, or such portion thereof as will make the leased premises unusable for the purpose leased, be condemned by public authority for public use, then in either event, the term hereby granted shall cease and come to an end as of the date of the vesting of title in such public authority, or when possession is given to such public authority, whichever event occurs last. Upon such occurrence the rent shall be apportioned as of such date and any rent paid in advance at the due date for any space condemned shall be returned to the LESSEE. The LESSOR shall be entitled to reasonable compensation for such taking except for any statutory claim of the LESSEE for injury, damage or destruction of the LESSEE'S business accomplished by such taking. If a portion of the leased premises is taken or condemned by public authority for public use so as not to make the remaining portion of the leased premises unusable for the purposes leased, this lease will not be terminated but shall continue. In such case, the rent shall be equitably and fairly reduced or abated for the remainder of the term in

proportion to the amount of leased premises taken. In no event shall the LESSOR be liable to the LESSEE for any interruption of business, diminution in use or for the value of any unexpired term of this lease.

10. **INTERRUPTION OF SERVICE:** LESSOR shall not be or become liable for damages to LESSEE alleged to be caused or occasioned by or in any way connected with or the result of any interruption in service, or defect or breakdown from any cause whatsoever in any of the electric, water, plumbing, heating, or air conditioning systems. However, upon receipt of actual notice of any such interruption, defect or breakdown, LESSOR will take such steps as are reasonable to restore any such interrupted service to remedy any such defect.
11. **LESSOR'S RIGHT TO INSPECT:** The LESSOR shall the right, at reasonable times during the term of this lease, to enter the leased premises, for the purposes of examining and inspecting same and of making such repairs or alterations therein as the LESSOR shall deem necessary.
12. **INSURANCE:** LESSOR will be responsible for insuring its interest in the building and LESSEE will be responsible for insuring its personal property within the leased premises.
13. **MAINTENANCE OF STRUCTURE:** LESSOR shall be responsible for the maintenance and good condition of the roof and supporting walls of the building leased hereunder and for maintenance in good working condition of all mechanical equipment (including but not limited to heating and air conditioning equipment) installed and provided by the LESSOR. The LESSEE shall be responsible for the maintenance in good condition of interior surfaces, floors, doors, ceilings, and similar items except that the LESSEE shall not be responsible for fair wear and tear or for major damage or destruction of such walls, grounds, surfaces, or any structural component of the premises.
14. **HEATING AND AIR CONDITIONING; JANITORIAL SERVICES:** LESSOR shall provide and maintain in good working condition sufficient heating to maintain an average air temperature in the entire leased premises of between sixty-five (65) and seventy-five (75) degrees Fahrenheit. LESSOR shall also provide and maintain in good working condition sufficient air conditioning to maintain an average air temperature in the entire leased premises of between seventy-two (72) and seventy-eight (78) degrees Fahrenheit. LESSOR shall not be liable for failure to maintain such temperatures when such failures result from failures of electrical power, fuel shortages, strikes, lockouts or other causes beyond the control of the LESSOR and not caused by LESSOR's negligence or lack of due care and diligence. Temporary stoppages of heating services for the purposes of maintaining or repairing heating equipment and facilities shall not constitute a default by LESSOR in performance of this Lease, provided that the LESSOR exercises due diligence and care to accomplish such maintenance and repair and such stoppages do not continue to an unreasonable length of time. LESSEE shall be responsible for janitorial service and trash removal from leased premises. Notwithstanding the foregoing, LESSEE shall be responsible for and pay for its use of utilities and janitorial and trash removal services, as provided in Paragraph.

15. **PERSONAL PROPERTY AND IMPROVEMENTS:** Any additions, fixtures, or improvements placed or made by the LESSEE in or upon the leased 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 LESSOR and remain upon the premises as a part thereof upon the termination of this Lease. 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 leased premises, shall be and remain the property of the LESSEE and may be removed from the leased premises by the LESSEE upon the termination of this lease. LESSEE shall bear the expense of any repairs of the leased premises, other than fair wear and tear caused by such removal.
16. **TAXES:** LESSEE will list and pay all taxes, if any, on the premises leased herein.
17. **NOTICE:** Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgement of receipt, or mailed by certified mail, return receipt requested, or delivered by receipt controlled express service, to the other party at the following addresses or to such other addresses as either party hereafter from time to time designates in writing to the other party for the receipt of notice:

LESSOR:

COMMUNICARE INC
c/o Robin Jenkins
P.O. Box 30
Fayetteville, NC 28302

LESSEE:

Cumberland County
Attn: County Manager
P. O. Box 1829
Fayetteville, NC 28302-1829

Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt.

18. **ORDINANCES AND REGULATIONS:** The LESSEE hereby covenants and agrees to comply with all the rules and regulations of the Board of Fire Underwriters, officers and boards of the city, county or state having jurisdiction over the leased premises, and with all ordinances and regulations or governmental authorities wherein the leased premises are located, at the LESSEE's sole cost and expense, but only insofar as any of such rules, ordinances, and regulations pertain to the manner in which the LESSEE shall use the leased premises, the obligation to comply in every other case, and also all cases where such rules, regulations, and ordinances require repairs, alterations, changes or additions to the building (including the leased premises) or building equipment, or any part of either, being hereby expressly assumed by the LESSOR and LESSOR covenants and agrees promptly and duly to comply with all such rules, regulations and ordinances with which LESSEE has not herein expressly agreed to comply.

19. **REPAIR:** The premises shall meet all requirements necessitated by the ADA and OSHA Inspection Guidelines. Should it be necessary during the term of this Lease to repair the roof structure; exterior walls; or structural members or the building because of defect or failure, the LESSOR shall make such repairs or replacements at its sole cost and expense, within a reasonable time after demand is made in writing to the LESSOR to do so by the LESSEE. The LESSOR shall keep the premises, including all improvements, in good condition and repair and in a good, clean, and safe condition at all times during the term of this Lease Agreement.
20. **WARRANTY:** The LESSOR warrants that all plumbing, electrical, heating, and air conditioning units and facilities are in good working order at the commencement of this Lease.
21. **REMEDIES:** If either party shall be in default with respect to any separate performance hereunder, and shall have remained in default for ten (10) days after receipt of notice of default, there shall be a breach of this lease. The defaulting party shall remain fully liable for performing its remaining obligations under this lease. The defaulting party shall be liable for reasonable damages as provided by law and for all costs and expenses, including reasonable attorneys fees, incurred by the other party on account of such default, except as otherwise provided herein. Waiver by either party of any breach of the other's obligation shall not be deemed a waiver of any other or subsequent breach of the same obligation. No right or remedy of any party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by state or otherwise any may be enforced concurrently or from time to time.
22. **SUCCESSOR AND ASSIGNS:** This lease shall bind and inure to the benefit of the successors, assigns, heirs, executors, administrators, and legal representatives of the parties hereto.
23. **ALTERATIONS AND PARTITIONS:** The LESSEE may make reasonable alterations and partitions to the interior of the premises to enhance their suitability for the uses contemplated in this Lease Agreement, provided prior written approval of the graphic plan for alterations and partitions shall be obtained from the LESSOR, who shall not unreasonably withhold such approval.
24. **UTILITIES:** Electrical power, water, and sewer services to serve the leased premises shall be at LESSEE's expense. LESSOR shall not be liable for any failure of any public utility to provide utility services over such connections and such failure shall not constitute a default by LESSOR in performance of this Lease.
25. **RISKS OF LOSS:** As between the LESSOR and the LESSEE, any risk of loss of personal property placed by the LESSEE in or upon the leased premises shall be upon and a responsibility to the LESSEE, regardless of the cause of such loss.

26. **DAMAGE OR DESTRUCTION OF PREMISES:** If the leased premises should be completely destroyed or damaged so that more than fifty percent (50%) of the leased premises are rendered unusable, this Lease shall immediately terminate as of the date of such destruction or damage, unless the LESSEE elects to continue the Lease. If the premises shall be damaged so that fifty percent (50%) or less of the leased premises are rendered unusable, or the LESSEE elects to continue the Lease as heretofore provided, the LESSOR shall have the right, but shall not be obligated to render said premises tenantable by repairs within ninety (90) days from the date of said damage. If said premises are not rendered tenantable within said time, it shall be optional within either party hereto to cancel this Lease. In the event of cancellation, the rent shall be paid only to the date of such fire or casualty. During the restoration period, rent shall be reduced proportionately to the loss of use of said premises. Notice of election to continue or cancel the Lease under the provisions of this paragraph shall be in writing.
27. **TERMINATION:**
- a. If the LESSEE shall fail to pay any installment of rent when due and payable as heretofore provided or fail to perform any of the terms and conditions heretofore set forth and shall continue in such default for a period of fifteen (15) days after written notice of default, LESSOR, at its discretion, may terminate this Lease and take possession of the premises without prejudice to any other remedies allotted by law.
 - b. If the LESSOR SHALL fail to perform any of the terms and conditions heretofore set forth and shall continue in such default thirty (30) days after written notice of such default, the LESSEE, at its discretion shall terminate this Lease and vacate the leased premises without further obligation to pay rent as theretofore provided from date of said termination, without prejudice to any other remedies provided by law.
28. **OCCUPANCY AND QUIET ENJOYMENT:** LESSOR promises and agrees that LESSEE shall have quiet and peaceable possession and occupancy of the above leased premises in accordance with the schedule of occupancy and possession set forth herein, and that LESSOR will defend and hold harmless the LESSEE against any and all claims or demands of others arising from LESSEE's occupancy of the premises or in any manner interfering with the LESSEE's use and enjoyment of said premises.
29. **MODIFICATION:** This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.
30. **MERGER CLAUSE:** This instrument is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of

the nature of the performance and an opportunity to make objection. No representations, understandings or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

IN WITNESS WHEREOF, the LESSOR and LESSEE have caused this Lease Agreement to be executed in duplicate originals by their duly authorize officers, the date and year first above written.

LESSEE: COMMUNICARE INC.

ATTEST:

BY: Course #246

BY: Willie Randolph

[CORPORATE SEAL]

LESSOR: COUNTY OF CUMBERLAND

ATTEST:

BY: Marsha Fogle, Clerk

Marsha Fogle, Clerk


BY: KENNETH S. EDGE, Chairman
Board of Commissioners

KENNETH S. 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 Cannon
County Finance Officer


County Attorney's Office
☐ Renewable
☐ Non-renewable
Expiration Date: September 30, 2007.

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that MARSHA FOGLE, personally appeared before me this day and acknowledged that she is the Clerk to the Cumberland County Board of Commissioners; that KENNETH S. EDGE is the Chairman of the Cumberland County Board of Commissioners; that the seal affixed to the foregoing is the Corporate Seal of said Board; that said instrument was duly passed at a regular meeting of the Board of Commissioners as therein set forth and was signed, sealed, and attested by the said Clerk on behalf of said Board, all by its authority duly granted; and that said MARSHA FOGLE acknowledged the said Agreement to be the act and deed of the said Board.

WITNESS MY HAND and seal this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

NORTH CAROLINA

CUMBERLAND COUNTY

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged that ____ he is _____ Secretary of _____, a North Carolina corporation and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by _____ as its _____ Secretary.

Witness my hand and official stamp or seal, this the _____ day of _____, 2006.

Notary Public

My Commission Expires: _____.



ITEM NO. 20

COUNTY of CUMBERLAND

Office of the County Attorney

December 19, 2006

MEMORANDUM FOR BOARD OF COMMISSIONERS' AGENDA OF JANUARY 2, 2007

TO: BOARD OF COMMISSIONERS

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

SUBJECT: APPROVAL OF LEASE WITH STATE OF NORTH CAROLINA FOR DSS BUILDING SPACE

BACKGROUND: The County has leased space in the DSS Building to the State of North Carolina for training purposes. The enclosed lease would approve a new five year term with the State for 4,326 square feet at the DSS Building, with the State having the option to renew for two five year renewal terms. The State will pay rent of \$56,238 annually. The lease term runs from October 1, 2006 through September 30, 2011.

RECOMMENDATION: Approve enclosed lease agreement with the State of North

Encl.

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF CUMBERLAND

THIS LEASE AGREEMENT, made and entered into this the _____ day of _____, 2006, by and between **County of Cumberland**, hereinafter referred to as LESSOR; and **THE STATE OF NORTH CAROLINA**, hereinafter referred to as LESSEE;

WITNESSETH:

THAT WHEREAS, North Carolina Department of Health and Human Services, Division of Social Services, has requested and approved the execution of this instrument for the purposes herein specified; and,

WHEREAS, the execution of this agreement for and on behalf of the State of North Carolina has been duly approved by the Governor and Council of State at a meeting held in the City of Raleigh, North Carolina, on the 3rd day of October, 2006; and,

WHEREAS, the parties hereto have mutually agreed to the terms of this Lease Agreement as hereinafter set out;

NOW, THEREFORE, in consideration of the premises and the promises and covenants contained in the terms and conditions hereinafter set forth, Lessor does hereby rent, lease and demise unto Lessee for and during the term and under the terms and conditions hereinafter set forth, those premises or office space, with all rights, privileges and appurtenances thereto belonging, lying and being in the City of Fayetteville, County of Cumberland, North Carolina, and more particularly described as follows:

BEING \pm 4,326 square feet of training space located at 1225 Ramsey Street, Fayetteville, Cumberland County, North Carolina

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. TO HAVE AND TO HOLD said leased premises for a term of five (5) years, commencing on the 1st day of October, 2006, or as soon thereafter as possession of the leased premises is ceded to Lessee, and terminating on the 30th day of September, 2011.

2. The Lessee shall pay to the Lessor as rental for said premises the following sum of FIFTY-SIX THOUSAND TWO HUNDRED THIRTY-EIGHT AND NO/100 (\$56,238.00) DOLLARS per annum, which sum shall be paid in equal monthly installments of FOUR THOUSAND SIX HUNDRED EIGHT-SIX AND 50/100 (\$4,686.50) DOLLARS, said rental to be payable within fifteen (15) days from receipt of invoice in triplicate. If possession of said

premises is not ceded to Lessee upon the 1st day of October, 2006, then the first payment of rental shall be made within fifteen (15) days after occupancy by Lessee and upon receipt of invoice in triplicate from Lessor, and shall be for a pro rata part of the first month's rent.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

RENEWAL OPTION: The Lessee shall have the option to renew this lease for two (2) additional five (5) year periods and shall provide the Lessor no less than sixty days (60) written notice of the intent to so renew prior to the lease expiration date. All terms and conditions of this lease shall remain the same.

3. The Lessor shall furnish to the Lessee, during the lease term at Lessor's sole cost and to the satisfaction of the Lessee the following:

- A. Heating facilities, air conditioning facilities, hot and cold water facilities, adequate lighting fixtures, electrical sockets, adequate toilet facilities and proper ventilation.
- B. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal including provision for the handling of recyclable items such as aluminum cans, cardboard and paper.
- C. All utilities, except telephone.
- D. Daily janitorial and cleaning services and supplies. This shall include maintenance and cleaning of lawns, shrubbery, sidewalks and parking areas, if applicable.
- E. Elevator service, if applicable.
- F. Parking.
- G. All fire or safety inspection fees.
- H. All stormwater fees.
- I. The number of keys to be provided to Lessee for each lockset shall be reasonably determined by Lessee prior to occupancy, at no cost to Lessee.

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to, furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee, in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be or thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter.

7. If the said premises be destroyed by fire or other casualty, without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

10. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: to the Lessor at **County of Cumberland, Post Office Box 1829, Fayetteville, North Carolina 28302**, and the Lessee at **DHHS Property Officer, 2001 Mail Service Center, Raleigh, North Carolina 27699-2001**. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

11. The Lessee shall not assign this lease without the written consent of the Lessor, which shall not be unreasonably withheld, but shall have the right to sublet the leased premises.

12. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

13. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless in writing and signed and agreed to by both parties.

14. Any holding over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

15. The parties to this lease agree and understand that the continuation of this Lease Agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriation of said funds, in its sole discretion, determines in view of its total local office operations that available funding for the payment of rents is insufficient to continue the operation of its local office on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

16. As a condition of this Lease, the Lessor agrees to construct and upfit the leased premises according to the advertised specifications (PO-27), and the approved floor plan (Exhibit A) prior to October 1, 2006.

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

COUNTY OF CUMBERLAND

Chairman
Board of County Commissioners

ATTEST:

Clerk
Board of County Commissioners

STATE OF NORTH CAROLINA

Governor

ATTEST:

Secretary of State

APPROVED AS TO FORM:

ROY COOPER
Attorney General

Mark Teague
Assistant Attorney General

APPROVED FOR LEGAL SUFFICIENCY

BY:



County Attorney's Office

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

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

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the _____ day of _____, 2006.

Notary Public

My Commission Expires

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, _____, a Notary Public in and for the County of Johnston and State of North Carolina, do hereby certify that ELAINE F. MARSHALL, Secretary of State of North Carolina, personally came before me this day and acknowledged that she is Secretary of State of North Carolina, and that by authority duly given and as the act of the State, the foregoing instrument was signed in its name by MICHAEL F. EASLEY, Governor of the State of North Carolina, sealed with the Great Seal of the State of North Carolina, and attested by herself as Secretary of State of North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the _____ day of _____, 2006.

Notary Public

My Commission Expires:



ITEM NO. 2E

COUNTY of CUMBERLAND

James E. Martin
County Manager

Juanita Pilgrim
Deputy County Manager


Office of the County Manager

Cliff Spiller
Assistant County Manager

Amy H. Cannon
Assistant County Manager

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 2, 2007

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY H. CANNON, ASSISTANT COUNTY MANAGER 

DATE: DECEMBER 21, 2006

SUBJECT: APPROVAL OF SOLE SOURCE PURCHASE FOR TASER PISTOLS FOR THE SHERIFF'S OFFICE

BACKGROUND

The Sheriff's Office has purchased a number of Taser pistols that use stun and electro muscular disruption technology and has found them useful. The item is patented and the law enforcement models are sold through an exclusive distributor network. Other vendors advertise a "stun gun" but are not comparable to the Taser pistols previously purchased. There are no similar weapons on the market and they are requesting to purchase additional Tasers that will allow more Deputies to have this additional means of dealing with criminals before resorting to deadly force.

RECOMMENDATION/PROPOSED ACTION

Consider and approve the request for the sole source purchase of the patented Taser weapons from Lawmen's Safety Supply, Inc.

/ct

CM122106-1



EARL R. BUTLER, SHERIFF
CUMBERLAND COUNTY SHERIFF'S OFFICE



An Internationally Accredited Law Enforcement Agency

MEMO FOR: Mr. James E. Martin, County Manager
THROUGH: Ms. Thelma Matthews, Purchasing Officer
FROM: Howard M. Lloyd, Sheriff's Office Accountant *HML*
DATE: December 20, 2006
SUBJECT: Designation of Taser Less-Than-Lethal Weapons for Sole Source

The Sheriff's Office has purchased a number of Taser pistols that use stun and electro-muscular disruption technology and found them useful. The item is patented and the law-enforcement models are sold through an exclusive distributor network. See enclosed letter from Taser International concerning its product and dealership for North Carolina.

Other vendors advertise a "stun gun" but these require the user to reach out and press the stun gun against the assailant's body to pass on the electric shock. The patented Taser technology allows the Deputy to remain up to 15 feet or more away from the assailant and deliver the incapacitating electrical charge. There are no other similar weapons on the market.

Purchasing additional Tasers will allow more Deputies to have this additional means of dealing with criminals before resorting to deadly force.

I request that this product and vendor be approved as a sole-source.

Thank you.



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11/29/2006

To Whom It May Concern;

This letter is to confirm TASER™ International, Inc. is the sole source manufacturer of the less-lethal TASER X26 Model 26000, 26001, 26005, 26011, 26012, 26013, 26014, 26015, 26016, 26017, 26018, 26019, 26020, 26021, 26022, 26023, 26024, 26025, 26026, 26027, and 26028.

TASER international is also the sole source manufacturer of the patented less-lethal Electro Muscular Disruption TASER Brand M26, Model 44000 and 44005.

TASER International is also the sole source manufacturer of the patented, 15-foot Air Cartridges, Model 34200, and the patented, 21-foot and 25-foot Air Cartridges, Model 44200, 44203, and, 44205. The Air Cartridges are required for the unit to function in the remote TASER mode.

These are some of the unique features the ADVANCED TASERS X26 and M26 have that are not found with other TASERS:

The ADVANCED TASER M26 and X26 are the only less-lethal weapons systems that can stop an aggressive, focused combat trained attacker.

The TASER X26 directly stimulates motor nerve and muscle tissue, causing incapacitation regardless of mental focus, training, size, or drug induced dementia.

The TASER M26 comes with an on-board memory chip to download 585 past firings. The TASER X26 comes with an on-board memory chip to download 2,000 past firings based on the time and date the unit was fired to protect officers from unfounded charges of misuse of force.

The ADVANCED TASER has over 94.9% field effectiveness rating.

The ADVANCED TASER M26 and X26 uses the exact same hand motions and muscle memory as standard 9 mm semi-automatic pistols, drastically reducing the amount of time required to train. User training and Instructor training materials are all on CD-Rom for ease of reproduction for training.

Propulsion System for all air cartridges is compressed nitrogen (1800 to 2200 lbs/in²).

The Sole Authorized Police Distributor for North Carolina is:

Lawmen's Safety Supply Inc.

3319 Anvil Drive

Raleigh, NC. 27603

1-919-779-6141 Phone

1-919-662-1573 Fax

Please note the ADVANCED TASER™, AIR TASER™, and TASER™ are registered trademarks. TASER-Wave™ is a trademark of TASER International Inc. Patent: U.S. 5,078,117 and others pending in the U.S. and Worldwide. Copyright 1999 TASER International, Incorporated.

Please contact us at 1-800-978-2737 with any questions.

Sincerely,

Stacie Sundberg
Vice President, Global Sales Operations



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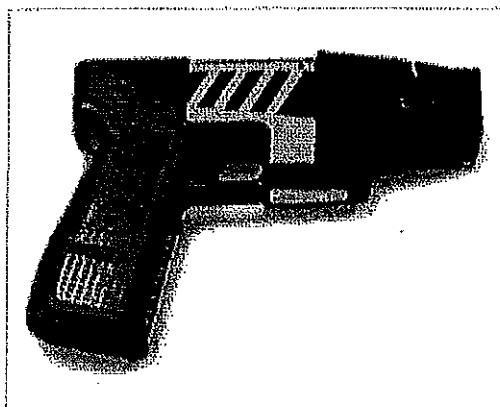
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ADVANCED TASER M-Series On-line Owner's Manual

WHAT IS THE ADVANCED TASER?

The ADVANCED TASER™ is a conducted energy weapon that utilizes compressed nitrogen to shoot two small probes up to 15 or 21 feet (21 foot cartridges sold to law enforcement and aviation security agencies only). These probes are connected to the weapon by high-voltage insulated wire. When the probes make contact with the target, the ADVANCED TASER transmits powerful electrical pulses along the wires and into the body of the target through up to two inches of clothing.



The ADVANCED TASER is the third generation of TASER™ technology conducted energy weapons. Conducted energy weapons use electrical energy to effect the signaling mechanisms used by the human body to communicate. This electrical output simply "jams" the communication system of the body. The ADVANCED TASER sends a series of electrical signals called TASER™ Waves or T-Waves™ quite similar to those used by the brain to communicate with the body. Much like radio jamming, the T-Waves overpower the normal electrical signals within the body's nerve fibers. The human target instantly loses control of his body and cannot perform coordinated action, falling to the ground.

NEW ELECTRO-MUSCULAR DISRUPTION (EMD) vs. STUN TECHNOLOGY

There are two categories of conducted energy weapons: Stun weapons and Electro-Muscular Disruption Weapons.

STUN WEAPONS

The original, first generation TASER was introduced in 1974. This system used a 7 Watt TASER-wave discharge to stun the target. Stun technology weapons operate in a 7-14 Watt range and interfere with the communication signals within the sensory nervous system of the target. Hence, they create a stun effect by overwhelming the nervous system with electrical interference. The brain, over-stimulated by the electrical energy, is stunned and the target is usually immobilized. These 7 Watt systems have an effectiveness rating of approximately 86%. TASER International introduced the second generation of TASER technology with a 7 Watt output in 1995: the AIR TASER 34000 series. The 2nd generation 34000 series improved on the 1st generation 21 by reducing the size and weight by over 50%, adding battery level indicators, and adding an automatic discharge timer. For more information on the 34000 series, contact your TASER International dealer.

ELECTRO-MUSCULAR DISRUPTION (EMD) WEAPONS

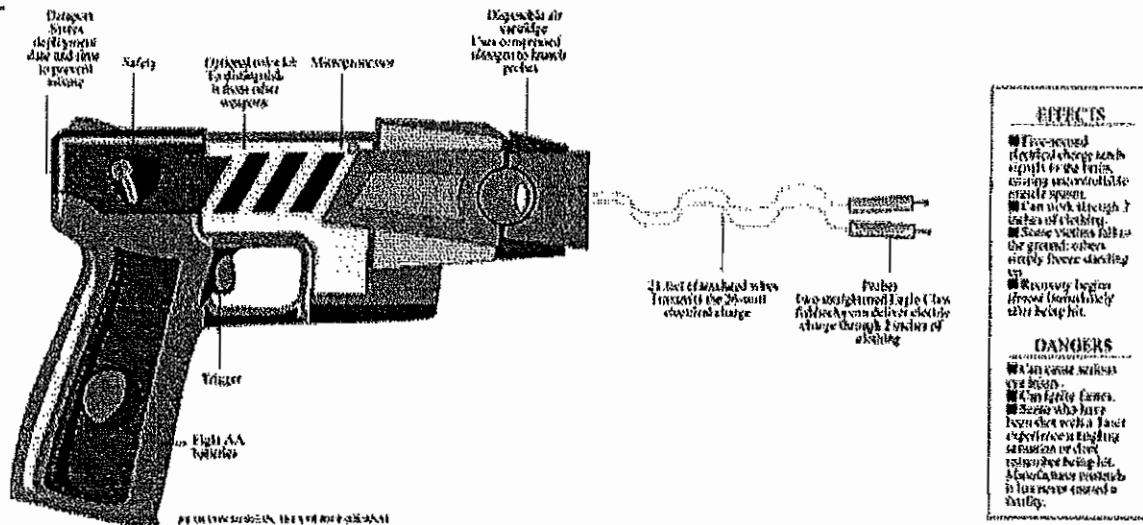
In 1999, TASER International introduced the 3rd generation of TASER technology with the ADVANCED TASER. Unlike the earlier 7-Watt stun systems, the ADVANCED TASER operates at over 14 Watts with a newly developed TASER-wave output. These higher-powered systems not only stun the target; they directly control the muscles, causing an uncontrollable contraction. Hence, conducted energy weapons with power output greater than 14 watts are designated as Electro-Muscular Disruption (EMD) weapons due to the fact that they directly control the skeletal muscles. This EMD effect causes an uncontrollable contraction of the muscle tissue, allowing the M-Series to physically debilitate a target regardless of pain tolerance or mental focus.

Prior to the launch of the M-Series, over 60 elite volunteers from SWAT teams, military Special Forces, and police agencies were hit with the ADVANCED TASER M-26 (26-Watt system) with a 100% incapacitation rate. Each individual was immobilized in less than 1/2 second. Since its development, the ADVANCED TASER® has sustained a 94% incapacitation rate with no long term injuries. Over 4,000 volunteers have undergone the effects as well. The ADVANCED 21 are the first less-lethal weapons that can stop these focused, goal oriented individuals. All 3 generations of TASER technology operate at approximately 50,000 volts. However, the output power measured in watts is significantly different. The voltage may seem high, however, the ADVANCED TASER's output is well below a potentially dangerous level. Studies have shown there are no long-term effects from being shot by TASER technology. A study performed at the University of Southern California Medical Center concluded that in addition to its non-lethality, the TASER leaves 0% long-term injuries. (This test was conducted on the 7 Watt stun systems).



Field studies of TASER® technology have shown these less-lethal weapons can significantly reduce injuries to both suspects and officers. A leading field study of 7-Watt TASER Technology at the Los Angeles Police Department found TASER technology had the lowest rate of injuries to both officers and suspects compared to all other force options studied. More information on this data available at <http://www.home.earthlink.net/~grogmeyer/injury.html>. Studies on over 4,000 human test volunteers and over 2,000 actual perpetrators of the ADVANCED TASER supported that the injury rate remains at 0% long term effects even at the full 26 Watt output.

ADVANCED TASER'S FEATURES



Battery Check System: [For NEXT PAGE Click Here](#)

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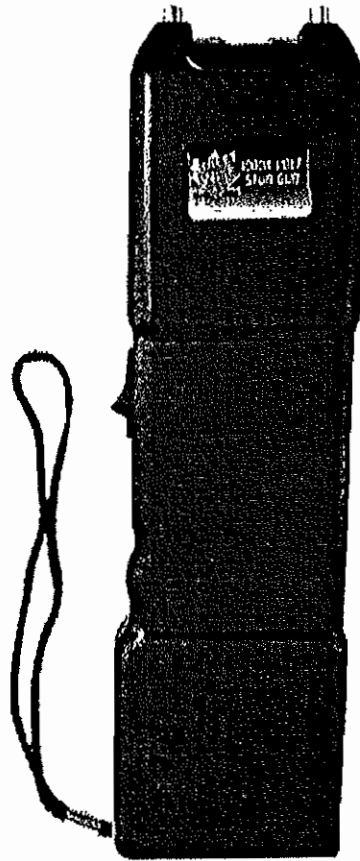
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Stun Gun Sample

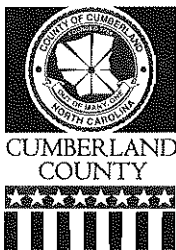
- hand-held

- pressed against assailant

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Clerk to the Board

MARIE COLGAN
Deputy Clerk

BOARD OF COMMISSIONERS

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(910) 678-7771 • Fax: (910) 678-7770

December 20, 2006

January 2, 2007 Agenda Item

TO: Board of Commissioners
FROM: Marie Colgan, Deputy Clerk *MC*
SUBJECT: Board of Adjustment Vacancy (1)

The Board of Adjustment has the following vacancy:

Alternate Members

Melree Hubbard Tart – Completes her first term on January 31, 2007. Eligible for reappointment.

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

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

cc: Tom Lloyd, Planning/Inspections Director

BOARD OF ADJUSTMENT
3 Year Term

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Joe Potts(C/M) 1200 Goodview Avenue Fayetteville, NC 28305 484-6506/818-3783(Cell)	6/06	1st full	June/09 6/30/09	Yes
Oscar L. Davis, III (C/M) 3320 Rustburg Drive Fayetteville, NC 283053 867-2950/977-3101(W)	6/04	1st	June/07 6/30/07	Yes
Sean Scott Fincher (W/M) 1822 Bondwood Street Fayetteville, NC 28301 484-9947/483-3027(W)/237-3565(Cell)	8/04	1st	Aug/07 8/31/07	Yes
Steve Parsons(W/M) 3701 Clearwater Drive Fayetteville, NC 28311 822-4155/822-2000(W)	9/06	2nd	Sept/09 9/30/09	No
George Quigley (W/M) 618 Blawell Circle Stedman, NC 28391 485-2980/321-6882	6/06	1st	June/09 6/30/09	Yes
<u>Alternate Members:</u>				
Steve Burnett (W/M) 438 Grape Arbor Drive Fayetteville, NC 28312-7205 486-9325/485-2100(W)	8/04	1st	Aug/07 8/31/07	Yes
Joseph Dykes (B/M) 5764 Pepperbush Drive Fayetteville, NC 28304 423-5255/322-0602(W)	11/05 to fill unexp. term	1st	Aug/07 8/31/07	Yes
Johnnie Lee Council(B/M) 3429 Sandystone Circle Fayetteville, NC 28311 488-0379(H)	8/05 to fill unexp. term	1 st	June/07 6/30/07	Yes

Board of Adjustment

Page 2

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
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Alternate Members Continued:

Melree Hubbard Tart(W/F) 300 Andrews Road Fayetteville, NC 28311 488-1208/497-3712(W)	1/04	1 st	Jan/07 1/31/07	Yes
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Martin J. Locklear (I/M) 1611 Four Wood Drive Fayetteville, NC 28312 672-0323/893-7525(W)	8/06	1 st	Aug/09 8/31/09	Yes
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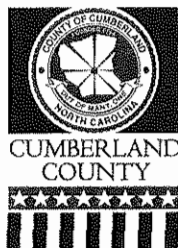
APPLICANTS FOR
BOARD OF ADJUSTMENT

<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	BSBA
FRANKLIN, BETTY (W/F) 6499 PERICAT DRIVE FAYETTEVILLE, NC 28306 425-0008/323-3418(W)	OFFICE ADMINISTRATOR	HS, SALES & NEGOTIATING COURSES
INGRAM, JAMES (B/M) PO BOX 87671 FAYETTEVILLE, NC 28304 257-1831/488-8415(W)	ASST. PRINCIPAL	POST GRADUATE
JOHNSON, JASON N. (B/M) 8436 UMSTEAD ROAD FAYETTEVILLE, NC 28304 864-3999	UNEMPLOYED (RECENT COLLEGE GRAD)	BA – POLITICAL SCIENCE
LEACH, JACQUELINE (AA/F) 5520 MARCIA STREET FAYETTEVILLE, NC 28303 868-4897/677-2977(W)	VISTA VOLUNTEER AMERICORP	ACCOUNTING DEGREE
SWANSON, JOHN R. (W/M) 6416 COACHMAN'S WAY FAYETTEVILLE, NC 28303 987-1972/822-2000(W)	CERTIFIED RESIDENTIAL APPRAISER/BROKER	BA – CRIM. JUSTICE MPA – PUBLIC ADMIN.
WINSTEAD, SUSAN (C/F) 3204 BROADVIEW DRIVE FAYETTEVILLE, NC 28301 306-0148/630-1587(W)	BUSINESS CONSULTANT TECHNOLOGY MANAGER	BA – POLITICAL SCIENCE MS – BUSINESS ADMIN.

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BOARD OF COMMISSIONERS

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December 20, 2004

January 2, 2007 Agenda Item

TO: Board of Commissioners
FROM: Marie Colgan, Deputy Clerk *MC*
SUBJECT: Board of Health Vacancies (5)

The Board of Health has the following vacancies:

Veterinarian:

Dr. James L. Williams – Term expires on January 1, 2007. Not eligible for reappointment. (Re-appoint **Dr. Ennis V. Williams** to fill this position in lieu of General Public Representative slot.)

Dentist:

Dr. Harold E. Maxwell – Term expires on January 1, 2007. Not eligible for reappointment.

Registered Nurse:

Annette E. Lanier - Term expires on January 1, 2007. Not eligible for reappointment.

General Public Representatives:

Dr. Ennis V. Williams – First term expires on January 1, 2007 and eligible for reappointment to fill the vacancy of Veterinarian. New appointment needed for this position.

W. Lee Utey – Term expires on January 1, 2007. Not eligible for reappointment.

I have attached the current membership list for this Board.

PROPOSED ACTION: Make nominations to fill the vacancies (5).

Attachments

cc: Wayne Raynor, Health Director

Celebrating Our Past... Embracing Our Future

12/05

BOARD OF HEALTH
3 Year Term

<u>Name/Address</u>	<u>Date</u> <u>Eligible For</u> <u>Appointed</u>	<u>Term</u>	<u>Expires</u>	
<u>Reappointment</u>				
<u>Veterinarian</u>				
Dr. James L. Williams(W/M) 627 Bonanza Drive Fayetteville, NC 28303 864-8354/864-1535(W)	01/04	2nd	Jan/07 1/1/07	No
<u>Physician</u>				
Dr. Christopher Barnes(W/M) Yes 3308 Melrose Road Fayetteville, NC 28304 867-6284/484-3114(W)	12/05	1st full	Jan/09 1/1/09	
<u>Dentist</u>				
Dr. Harold E. Maxwell(W/M) 340 Summertime Road Fayetteville, NC 28303 485-3445/672-0111(W)	01/04	2nd	Jan/07 1/1/07	No
<u>Registered Nurse</u>				
Annette E. Lanier(B/F) VA Medical Center 2300 Ramsey Street Fayetteville, NC 28311 482-5183/488-5989(W)	01/04	2nd	Jan/07 1/1/07	No
<u>Optometrist</u>				
Dr. William C. Philbrick(W/M) 321 Springbrooke Place Fayetteville, NC 28305 485-4580/484-6178(W)	12/04	2nd	Jan/08 1/1/08	No
<u>Pharmacist</u>				
Catherine S. Roach (W/F) Yes 3890 Cedar Creek Road Fayetteville, NC 28312 437-5149/609-1172(W)	12/05	1st	Jan/09 1/1/09	

Board of Health, continued

<u>Name/Address</u>	<u>Date Eligible For Appointed</u>	<u>Term</u>	<u>Expire</u>	<u>Reappt</u>
<u>Engineer</u>				
Jeff Reitzel (W/M) 331 E. Loch Haven Fayetteville, NC 28314 864-1218/484-5191(W)	12/04	2nd	Jan/08 1/1/08	No
<u>General Public Reps.</u>				
Cureton L. Johnson (AA/M) Yes 1909 Bellemeade Road Fayetteville, NC 28303 485-3025/483-6505(W)	12/05	1st	Jan/09 1/1/09	
Dr. Ennis V. Williams (B/M) Yes 2036 Wheeling Street Fayetteville, NC 28303 867-2248/578-1877(W)	05/05 (to fill unexp. term)	1st	Jan/07 1/1/07	
W. Lee Utley (W/M) 1509 Raeford Road Fayetteville, NC 28305 484-7030/484-5555(W)	01/04	2nd	Jan/07 1/1/07	No

COMMISSIONER APPOINTEE: Billy R. King

Contact: Wayne Raynor, Health Director
Chris Wilder, Secretary
Phone: 433-3720
Fax: 433-3659

Meetings: 3rd Tuesday of the month 6:00 PM, Board Room, Health Department

APPLICANTS FOR
BOARD OF HEALTH

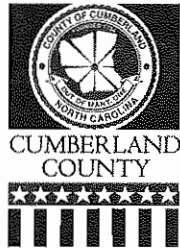
<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
HARRIS, GLENDA PURDIE(B/F) 1874 GOLA DRIVE FAYETTEVILLE, NC 28301 488-2434/630-3041(W)	COMPLIANCE OFFICER	MASTERS:ADMINISTRATION BACHELOR OF SCIENCE
JENSEN, LEESA (W/F) 719 ASHFIELD DRIVE FAYETTEVILLE, NC 28311 630-0253/433-1695(W)	HUMAN RELATIONS SPECIALIST	MASTERS: BUSINESS ADMINISTRATION
MARSHALL, BARBARA SUMMEY (B/F) 7640 WILKINS DRIVE FAYETTEVILLE, NC 28311 488-2615/977-2303(W)	NAVY RESERVE CHAPLAIN	BA – PSYCHOLOGY MA – RELIGIOUS ED. DR. OF MINISTRY
McDONALD, KIM S. 3489 THORNDIKE DRIVE FAYETTEVILLE, NC 28311 822-9703/482-5262 (W)	RN	BSN
PAQUETTE, OMER E., DDS (C/M) 506 HILLIARD DRIVE FAYETTEVILLE, NC 28311-2677 822-2512	RETIRED ARMY DENTAL OFFICER	DDS – DIPLOMATE AMERICAN BOARD OF GEN. DENTISTRY
SCHAEFFER, CAROL E. (W/F) 1704 CHEROKEE DRIVE FAYETTEVILLE, NC 28303 223-3030/483-1437(W)	CERTIFIED PUBLIC ACCT.	BS – ACCOUNTING
SPAIN, PHYLLIS M. (B/F) PO BOX 821 SPRING LAKE, NC 28390 484-4726/916-4974(W)	MINISTER/CHAPLAIN	DOCTORATE OF MINISTRY CLINICAL PASTORAL ED.

****SERVES ON THE MENTAL HEALTH BOARD****

KENNETH S. EDGE
Chairman

J. BREEDEN BLACKWELL
Vice Chairman

JEANNETTE M. COUNCIL
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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December 18, 2006

January 2, 2007 Agenda Item

TO: Board of Commissioners
FROM: Marie Colgan, Deputy Clerk *mc*
SUBJECT: Cape Fear Valley Hospital Board of Trustees Vacancies (4)

The Cape Fear Valley Hospital Board of Trustees has the following vacancies:

General Public:

Alice Stephenson – Completing first term on February 1, 2007. Eligible for reappointment.

Dr. Sid Gautam – Completing second term on February 1, 2007. Not eligible for reappointment.

Donald LaHuffman – Completing second term on February 1, 2007. Not eligible for reappointment.

Registered Nurse

Mary G. Buie – Completing first term on February 1, 2007. Eligible for reappointment.

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

PROPOSED ACTION: Make nomination to fill the vacancies (4).

Attachments

Celebrating Our Past...Embracing Our Future

CAPE FEAR VALLEY HEALTH SYSTEM
BOARD OF TRUSTEES

02/06

3 Year Term

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Medical Society Rep.</u> David Kishbaugh, DO RPK Center – Rehab Spine/Pain 2109 Valleygate Drive, Suite 201 Fayetteville, NC 28304 486-8880	02/06			
<u>Chief of Staff</u> Dr. Nitin Desai, MD Cross Creek Medical Clinic, P.A. 1309 Medical Drive Fayetteville, NC 28304 437-5130	11/04			
<u>Chief Elect</u> Dr. Dinesh N. Chandra, MD Sandhills Nephrology 1218 Walter Reed Road Fayetteville, NC 28304 323-1671	11/04			
<u>Medical Doctor</u> Dr. Rakesh Gupta (co. appointee) 1880 Quiet Cove Fayetteville, NC 28304 323-2477(W)	12/04	2nd	Jan/08 1/1/08	No
Dr. Dickson Schaefer (co. appointee) 3308 Melrose Road Fayetteville, NC 28304 484-3114	12/05	1st full	Jan/09 1/1/09	Yes
<u>R.N. Position</u> Katheryn Jenifer (W/F) 4608 Hoe Court Fayetteville, NC 28314 487-9707/485-0555(W)	9/04	2nd	Sept/07 9/30/07	No
Mary G. Buie(W/F) (co. appointee) 2623 Westchester Drive Fayetteville, NC 28303 484-0898	01/04	1st	Jan/07 1/30/07	Yes

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>General Public (6)</u>				
Alice Stephenson (co. appointee) 464 Kingsford Road Fayetteville, NC 28314 864-2062/483-5009(W)	8/03	1st	Sept/06 9/30/06	Yes
Emmett Fogle (W/M) P.O. Box 278 Stedman, NC 28391 483-9579	12/05	2nd	Jan/09 1/1/09	No
Dr. Sid Gautam (I/M) (co. appointee) 267 Courtyard Lane Fayetteville, NC 28303 867-0070/630-7000(W)	8/05	2nd (term extended)	Jan/07 1/31/07	No
Ralph Mitchell (B/M) (co. appointee) 3149 Sids Mill Road Fayetteville, NC 28301 485-7907/483-4116(W)	8/05	2nd	Sept/08 ⁰⁹ 9/30/08 ⁰⁹	No
Donald W. LaHuffman (B/M) 616 McAlphin Drive (co. appointee) Fayetteville, NC 28301 488-7391/678-8274(W)	8/03	2nd	Sept/06 9/30/06	No
Dr. John Griffin, Jr. (co. appointee) 3481 Thamesford Road Fayetteville, NC 28311 630-4346	12/04	1st	Jan/08 1/1/08	Yes

County Commissioners (7)

James Martin, County Manager - ex officio non-voting member (7/28/87)

Contact: Richard Parks, Administrator/CEO

Regular Meeting: Last Wednesday of each month
Dinner at 6:15 PM
Meeting held in the Board Room - 7:00 PM

*Five (5) additional positions added to the board in December 1999 (2 Doctors, 1 Nurse and 2 General Public Reps.) Terms were staggered initially.

APPLICANTS FOR
CAPE FEAR VALLEY HEALTH SYSTEM BOARD OF TRUSTEES

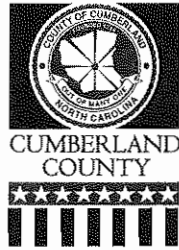
<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
CHESTNUTT, A. JOHNSON (W/M) 578 MILDEN ROAD FAYETTEVILLE, NC 28314 484-6365/323-1040(W)	ACCOUNTANT	BSBA
FENNER, SHANESSA L. (B/F) 5710-08 IVANHOE COURT FAYETTEVILLE, NC 28314 487-9603/436-4381(W)	PRINCIPAL	BA – ELEM. EDUCATION MA – ELEM. EDUCATION MSA – SCHOOL ADMIN.
HARRIS, GLENDA PRUDIE (B/F) 1874 GOLA DRIVE FAYETTEVILLE, NC 28301 488-2434/630-3041(W)	COMPLIANCE OFFICER	MASTERS –ADMINISTRATION
JOHANNES, ULRICH (W/M) 516 THORNGATE DRIVE FAYETTEVILLE, NC 28303 864-0420/433-1718(W)	ASSOC. NETWORK ADMINISTRATOR	BACHELORS – INFORMATION TECHNOLOGY
NIJHAWAN, INDER PAL (IA/) 3545 TURNBERRY CIRCLE FAYETTEVILLE, NC 28303 864-0351/672-1618(W)	PROFESSOR FSU	PhD
SPAIN, PHYLLIS M. (B/F) PO BOX 821 SPRING LAKE, NC 28390 484-4726/916-4974(W)	MINISTER/CHAPLAIN	DOCTORATE OF MINISTRY CLINICAL PASTORAL ED.

****SERVES ON THE MENTAL HEALTH BOARD****

KENNETH S. EDGE
Chairman

J. BREEDEN BLACKWELL
Vice Chairman

JEANNETTE M. COUNCIL
JOHN T. HENLEY, JR.
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BOARD OF COMMISSIONERS

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December 20, 2006

January 2, 2007 Agenda Item

TO: Board of Commissioners
FROM: Marie Colgan, Deputy Clerk
SUBJECT: Civic Center Commission Vacancies (5)

The Civic Center Commission has the following vacancy:

Geo Livingston – Completes first term on January 1, 2007. Eligible for reappointment.

Ken Lancaster – Completes first term on January 1, 2007. Eligible for reappointment.

Dr. Jack Freeman – Completes first term on January 1, 2007. Eligible for reappointment.

Susan Jones Monroe – Completes term on January 1, 2007. Not eligible for reappointment.

Restaurant Owner

Ronnie Matthews – Completes first term on January 1, 2007. Eligible for reappointment.

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

PROPOSED ACTION: Make nominations to fill the vacancies (5).

Attachments

cc: Rick Reno

Celebrating Our Past...Embracing Our Future

APPLICANTS FOR
CIVIC CENTER COMMISSION

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCOUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
HUMPHREY, HORACE (B/M) SCIENCE 1852 CASCADE STREET FAYETTEVILLE, NC 28301 488-5143/850-5170 (CELL)	RETIRED	BACHERLORS –
INGRAM, JAMES (B/M) PO BOX 87671 FAYETTEVILLE, NC 28304 257-1831/488-8415(W) **SERVES ON THE ADULT CARE HOME COMMUNITY ADVISORY COUNCIL**	EDUCATION ADMIN.	BA/MA/ED.S
JOHANNES, ULRICH (W/M) 516 THORNGATE DRIVE FAYETTEVILLE, NC 28303 864-0420/433-1718(W)	ASSOC. NETWORK ADMINISTRATOR	BACHELORS – INFORMA- TION TECHNOLOGY
KELLY, MARIE (AA/F) 6527 BONNIE BELL LANE FAYETTEVILLE, NC 28314 864-7175	UNEMPLOYED	HS – SOME COLLEGE
KNIGHT, BOBBY L. (W/M) PO BOX 1842 FAYETTEVILLE, NC 28302 323-0023/624-5533(W)	SEMI-RETIRED REAL ESTATE INVESTMENTS	HIGH SCHOOL
LANGLEY, MARGO (B/F) 974-3 STEWARTS CREEK DRIVE FAYETTEVILLE, NC 28314 864-1169/919-662-2800/919-856-5920(W)	DETENTION OFFICER	AA DEGREE + COURSES
LIVINGSTON, GEO M. (/M) 4192 SYCAMORE DAIRY ROAD FAYETTEVILLE, NC 28303 391-3559/487-5557(W)	HOTEL MANAGEMENT	2 YR COLLEGE
NIJHAWAN, INDER PAL (IA/) 3545 TURNBERRY CIRCLE FAYETTEVILLE, NC 28303 864-0351/672-1618(W)	PROFESSOR FSU	PhD
POOLE, ROBERT E. (W/M) 2700 BRIARCREEK PLACE FAYETTEVILLE, NC 28304 678-8197/483-1367(W)	PRESIDENT/MANAGER POOLE OFFICE INTERIORS	HS/40 YRS OF BUSINESS MANAGEMENT

CIVIC CENTER COMMISSION
3 Year Term

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Geo Livingston (/M) 4192 Sycamore Dairy Road (to fill unexpired term) Fayetteville, NC 28303 391-3559/487-5557(W)	08/06	1st	Jan/07 1/1/07	Yes
C. Bruce Armstrong (W/M) 5431 Thompson Circle Hope Mills, NC 28348 424-2581/433-2000(W)	12/04	2nd	Jan/08 1/1/08	No
Laurie Bondshu (W/F) 109 Lamb Street Fayetteville, NC 28305	12/04	1st full	Jan/08 1/1/08	Yes
Ken Lancaster Lancaster Real Estate 2413 Robeson Street, Unit 1 Fayetteville, NC 28305 323-2181(W)	1/04	1st full	Jan/07 1/1/07	Yes
Dr. Jack Freeman 203 Chloe Drive Fayetteville, NC 28301 488-4744/672-1797(W)	01/04	1st	Jan/07 1/1/07	Yes
Richard L. Player, III (W/M) 2220 Bayview Drive Fayetteville, NC 28305 678-8772/868-2121(W)	12/04	1st	Jan/08 1/1/08	Yes
Ralph Spivey (W/M) 3113 Baker Street Fayetteville, NC 28303 867-3201	2/05	1st	Jan/08 1/1/08	Yes
William E. Tew, Jr. 6233 Loop Road Linden, NC 28356 980-0740(H)	12/05	2nd	Jan/09 1/1/09	No

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Ann Mitchell (B/F) P.O. Box 1808 Fayetteville, NC 28301	12/05	2nd	Jan/09 1/1/09	No
Susan Jones Monroe (B/F) Cumberland Regional Improvement Corp. P.O. Box 1567 Fayetteville, NC 28302 483-6439(W)	01/04	2nd	Jan/07 1/1/07	No
Elizabeth Varnedoe (W/F) 6028 Bartlett Court Fayetteville, NC 28314 864-5144	04/06 (to fill unexpired term)	1st	Jan/09 1/1/09	Yes
John L. Elliott (W/M) 6224 Kirkwall Road Fayetteville, NC 28311 822-4458/433-9379	12/04	1st	Jan/08 1/1/08	Yes
Bob Smith (W/M) 1100 Clarendon Street # 612 Fayetteville, NC 28305 423-6400/494-3900(W)	12/05	2nd	Jan/09 1/1/09	No
Jon Warren (W/M) 2603 N. Edgewater Drive Fayetteville, NC 28303 485-4363/892-6405(W)	12/05	2nd	Jan/09 1/1/09	No
<u>Restaurant Owner</u> Ronnie Matthews (W/M) 1046 Bragg Blvd. Fayetteville, NC 28301 980-1420/323-9700(W)	01/04	1st	Jan/07 1/1/07	Yes

Commissioner Liaisons: Kenneth Edge and Diane Wheatley

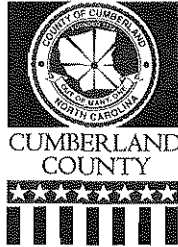
Ex Officio Member: James Martin, County Manager

Meetings: 4th Tuesday of the month at 5:30 PM, Coliseum Board Room
Contact: Rick Reno, CEO, Coliseum Complex, Phone: 323-5088

KENNETH S. EDGE
Chairman

J. BREEDEN BLACKWELL
Vice Chairman

JEANNETTE M. COUNCIL
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
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December 19, 2006

January 2, 2007 Agenda Item

MEMORANDUM

TO: Board of Commissioners

FROM: Marie Colgan, Deputy Clerk *mc*

SUBJECT: Air Quality Stakeholders' Committee

BACKGROUND: On December 18, 2006, the Board of Commissioners nominated the following to fill the position of A Representative from the City of Fayetteville on the Air Quality Stakeholders' Committee:

Representative – City of Fayetteville
Keith Bates

I have attached the current membership list for this committee.

PROPOSED ACTION: Appoint the above.

Attachment

cc: 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 nd	4/09	No
Colonel Gregory Bean Director of Public Works Bldg 3-1631, Butner Road Fort Bragg, NC 28310-5000 396-4009 beangg@bragg.army.mil	Fort Bragg	4/06	2 nd	4/09	No
Steven Blanchard, CEO Public Works Commission 8768 Coats Road Linden, NC 28356 223-4002 steve.blanchard@faypwc.com	PWC	4/06	2 nd	4/09	No
George Breece PO Box 2801 Fayetteville, NC 28302 484-5430(H); 484-5431(Fax) george@breece.com	Citizen	4/06	2 nd	4/09	No
Mayor Edwin S. Deaver 5770 Rockfish Road Hope Mills, NC 28348 424-4554; 424-2384(H) pcregister@town.hope-mills.nc.us	Citizen	4/06	2 nd	4/09	No
Scott Peters Goodyear Tire & Rubber Company 6655 Ramsey Street Fayetteville, NC 28311	Major Industry	4/06	1 st	4/09	Yes
Joseph Follet, MD Lafayette Clinic 1756 Metromedical Drive Fayetteville, NC 28304	Medical Rep.	4/06	2 nd	4/09	No
Michael Green P.O. Drawer 510 Fayetteville, NC 28302 483-1371 mgreen6592@aol.com	Cohen & Green	4/06	2 nd	4/09	No
Henry Holt 1709 Clinton Road Fayetteville, NC 28301 483-5137 hwhwork@netquick.net	Petroleum Distributor	4/06	2 nd	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 karl@celtechinc.net	Citizen	4/06	2 nd	4/09	No
William A. Martin Cumberland Co. Business Council P.O. Box 9 Fayetteville, NC 28302 484-4242	CCBC	4/06	2 nd	4/09	No
Dr. Harold Maxwell 227 Fountainhead Lane Fayetteville, NC 28301 433-3600 hamaco@nc.rr.com	Board of Health	4/06	2 nd	4/09	No
Donovan McLaurin PO Box 97 Wade, NC 28395 484-0116; 428-6066(fax) mclaurin@outdrs.net	Homebuilders Association	4/06	2 nd	4/09	No
Joe Levister, Jr. FTCC PO Box 35236 Fayetteville, NC 28303 678-8321	FTCC	4/06	1 st	4/09	Yes
Denise Sykes Planning/Inspections Department 130 Gillespie Street Fayetteville, NC 28301 678-7629 dsykes@co.cumberland.nc.us	Towns of Wade Falcon, Godwin	4/06	2 nd	4/09	No
Stephen C. Waters, Sr. 4377 Ferncreek Drive Fayetteville, NC 28314 485-2135 scwaters@ashland.com	APAC aka Crowell Construction	4/06	2 nd	4/09	No
Jeannette Council Board of Commissioners PO Box 1829 Fayetteville, NC 28302 488-0691	County of Cumberland	12/06	2 nd	4/09	No

Original appointments made March 17, 2003.

Committee will be active for about 3 years.

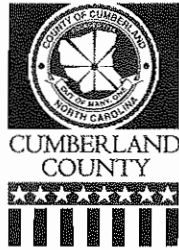
Contact/Staff: Rick Heicksen and Maurizia Chapman – Planning Department.

No regular meeting date.

KENNETH S. EDGE
Chairman

J. BREEDEN BLACKWELL
Vice Chairman

JEANNETTE M. COUNCIL
JOHN T. HENLEY, JR.
BILLY R. KING
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BOARD OF COMMISSIONERS

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December 19, 2006

January 2, 2007 Agenda Item

TO: Board of Commissioners

FROM: Marie Colgan, Deputy Clerk *me*

SUBJECT: Cumberland County Home and Community Care Block Grant Committee

BACKGROUND: On December 18, 2006, the Board of Commissioners nominated the following to serve on the Cumberland County Home and Community Care Block Grant Committee.

Nominee: Older Consumer Representative: **Elma Jorgensen**
Kristine Wagner
Janice Lucas (re-appoint)

Nominee: Acting Service Provider: **Judy Dawkins** (re-appoint)
Patricia Edwards (re-appoint)

Nominee: Elected Official **Richard Higgins**

PROPOSED ACTION: Appoint the above.

Attachments

pc: Carolyn Tracy, Mid-Carolina Area Agency on Aging

Celebrating Our Past... Embracing Our Future

CUMBERLAND COUNTY
HOME AND COMMUNITY CARE BLOCK GRANT COMMITTEE
(PLANNING COMMITTEE FOR AGING SERVICES)
4 Year Term

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Older Consumer</u>				
Bettie Carroll 1100 Clarendon Street - 402 Fayetteville, NC 28305	12/02	2nd	June/06 6/30/06	No
Janice Lucas P.O. box 61 Falcon, NC 28342 980-1296	12/02	1st	Dec/06 12/31/06	Yes
(Ms.) Willie Loftin 491 Slocumb Road Fayetteville, NC 28311 488-2202	5/04	1 st	April/08 4/30/08	Yes
Edwin Deaver P.O. Box 127 Hope Mills, NC 28348	5/06	1st	May/10 5/31/10	Yes
Edith B. Melvin (B/F) 3016 Piney Mountain Drive Hope Mills, NC 28348 481-9951	4/05	1st	April/09 4/30/09	Yes
Caren Hosmer (W/F) 130 Gillespie Street Fayetteville, NC 28301 864-9505/678-7624 (W)	4/05	1st	April/09 4/30/09	Yes
Gretta Reese 1721 Bridger Street Fayetteville, NC 28301 488-5909	5/04	2nd	April/08 4/30/08	No
Carolyn Kitts 545 Tablerock Drive Fayetteville, NC 28303 867-6182	12/03	1st	Dec/07 12/31/07	Yes

Home and Community Care Block Grant Committee continued

Page 2

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Older Consumer</u>				
Virginia Kelly 615 Regina Avenue Spring Lake, NC 28390 497-0494	12/03	1st	Dec/07 12/31/07	Yes
<u>Aging Service Provider</u>				
Karin Simkin Department of Social Services PO Box 2429 Fayetteville, NC 28302-2429	4/05	1st	April/09 4/30/09	Yes
Belinda Davis P.O. Box 3069 Fayetteville, NC 28302-3069	4/05	2nd	April/09 4/30/09	No
Sam Hutchison Senior Health Services 101 Robeson Street, Suite 202 Fayetteville, NC 28301	4/05	2nd	April/09 4/30/09	No
Toney McCray Bethel Adult Day Health Care 1065 Progress Street Fayetteville, NC 28306 484-8727	12/03	1st	Dec/07 12/31/07	Yes
Katherine VanSickle CCCCOA, INC. 339 Devers Street Fayetteville, NC 28303 484-0111	1/06	1st	Dec/09 12/31/09	Yes
Angie Yates Home Health Services of CC 235 N. McPherson Church Road, Suite 210 Fayetteville, NC 28303	4/05	1st	April/09 4/30/09	Yes
Judy Dawkins RSVP 739 Blue Street Fayetteville, NC 28301 433-1136	12/02	1st	Dec/06 12/31/06	Yes

Home and Community Care Block Grant Committee continued

Page 3

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

Patricia Edwards Hope Mills Sunshine Center 3226 Davis Street Hope Mills, NC 28348	12/02	1st	Dec/06 12/31/06	Yes
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Civic Representative

Crystal McNair United Way of Cumberland Co. PO Box 303 Fayetteville, NC 28302-0303	11/03	1st	Nov/07 11/30/07	Yes
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Elected Official

Ethel Clark Mayor Town of Spring Lake P.O. Box 617 Spring Lake, NC 28390 497-2800	12/02	1st	Dec/06 12/31/06	Yes
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County Representatives

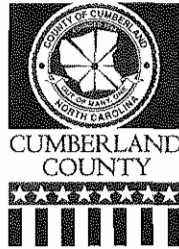
Amy Cannon
Assistant County Manager
PO Box 1829
Fayetteville, NC 28302-1829

Juanita Pilgrim
Deputy County Manager
PO Box 1829
Fayetteville, NC 28302-1829

KENNETH S. EDGE
Chairman

J. BREEDEN BLACKWELL
Vice Chairman

JEANNETTE M. COUNCIL
JOHN T. HENLEY, JR.
BILLY R. KING
EDWARD G. MELVIN
DIANE WHEATLEY



BOARD OF COMMISSIONERS

5th Floor, New Courthouse • P.O. Box 1829 • Fayetteville, North Carolina 28302-1829
(910) 678-7771 • Fax: (910) 678-7770

ITEM NO. 4C

MARSHA S. FOGLE
Clerk to the Board

MARIE COLGAN
Deputy Clerk

December 19, 2006

January 2, 2007 Agenda Item

TO: Board of Commissioners
FROM: Marie Colgan, Deputy Clerk *me*
SUBJECT: Appointments to the Mental Health Board

BACKGROUND: On December 18, 2006, the Board of Commissioners nominated the following to fill two (2) vacancies on the Mental Health Board:

Nominees: Individual with Financial Expertise – **Willie Cooper**
Individual with Management or Business Expertise – **Michael Boose**
Liliana Parker

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

Attachments

cc: Hank Debnam, Mental Health Department

Celebrating Our Past... Embracing Our Future

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

MENTAL HEALTH BOARD 12/06
 (Cumberland County Area Mental Health, Developmental Disabilities and Substance Abuse Board)
 4 Year Term (for current members as of 6-06)
 3 Year Term (for members appointed after 6-06)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Licensed Physician</u>				
Dr. Melvin L. Henderson (B/M) 132 Great Oaks Fayetteville, NC 28303 487-9785	11/02	1st	1/1/10 Jan/10	No
<u>Individual with Financial Expertise</u>				
Christopher Bostock (M) 424 Kingsford Road Fayetteville, NC 28314 864-6501/486-0415(W)	12/06	1st	1/1/09 Jan/09	Yes
<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	2 nd	1/1/10 Jan/10	No
<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	2 nd	1/1/10 Jan/10	No
<u>Individual Representing the Interest of Children</u>				
Pam McEvoy (W/F) PO Box 488 Fayetteville, NC 28302-0488 424-0117/486-9700(W)	12/06	1 st	1/1/09 Jan/09	Yes

<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	2 nd	1/1/10 Jan/10	No
<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: 1st Wednesday of the month at 5:15 PM, 711 Executive Place, Board Room 124.

- Board expanded to 18 members 11-06-02.*
- Board terms changed to 3 year terms for new members coming on Board as of 6-06