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**AGENDA**  
**CUMBERLAND COUNTY BOARD OF COMMISSIONERS**  
**COURTHOUSE – ROOM 118**  
**DECEMBER 1, 2008**  
**9:00 AM**

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INVOCATION        Commissioner John Henley

Minister:        District Court Judge Talmage Baggett

Pledge of Allegiance

Recognition of Cumberland County Outstanding Employee Award:

Renee Aguilar – Office of the Register of Deeds

Special Recognition to the Cumberland County Day Reporting Center on the 2008  
Criminal Justice Partnership Program of Excellence Award for Division II

Special Recognition to Sheriff Earl Butler from the Southeastern Association of Area Agencies  
on Aging on Receiving the Aging Impact Award for Contributions to the Lives of Older Americans

1.        Election of Officers:

- A.        Chairman
- B.        Vice Chairman

2.        Presentation of Plaque to Outgoing Chairman.

3.        Consent Agenda

- A.        Approval of minutes for the November 17, 2008 regular meeting.
- B.        Approval of Bonds for Public Officials.
- C.        Approval of Proposed Additions to the State Secondary Road System:

Acorn Ridge Subdivision:    Saltwood Road (SR 4302 Ext.),  
Chasewater Road (SR 4301 Ext.), Aultroy Drive  
Avoncroft Drive, Mingary Avenue

Rockfish Township:        Pinecrest Drive (SR 3646 Ext.)

Worthington Subdivision:    Bramblegate Road (SR 3698 Ext.),  
Clifton Drive (SR 3699 Ext.), Rose Meadow Drive,  
Battle Forest Road, Harborgate Road

D. Budget Revisions:

(1) Health-Environmental/Animal Control

Revision in the amount of \$400 to move the expense budget for veterinarian rabies program from Environmental Health to the organization receiving the corresponding revenues, Animal Control. (B09-222 and B09-222A) **Funding Source - Fees**

(2) Health

South Central Partnership for Public Health - Revision in the amount of \$7,500 for unanticipated reduction in grant funding. (B09-223) **Funding Source - Grant**

(3) Sheriff

School Law Enforcement - Revision in the amount of \$9,708 to recognize revenue received from the Board of Education for two additional traffic control officers to be located at Long Hill Elementary School. (B09-179) **Funding Source – Cumberland County School System**

(4) WDC- Statewide Activities

Revision in the amount of \$30,612 to recognize additional state funding. (B09-224) **Funding Source – State**

(5) School Capital Outlay

a. Category I – Revision in the amount of \$6,137,351 to appropriate fund balance for building expenditures as approved by the Board of Education. (B09-221) **Funding Source – Sales Tax Fund Balance**

b. Category II – Revision in the amount of \$2,859,000 to appropriate fund balance for equipment expenditures as approved by the Board of Education. (B09-221A) **Funding Source – Sales Tax Fund Balance**

- c. Category III – Revision in the amount of \$255,000 to appropriate fund balance for vehicles as approved by the Board of Education. (B09-221B) **Funding Source – Sales Tax Fund Balance**
- d. Lottery - Revision in the amount of \$1,376,219 to appropriate fund balance for projects as approved by the Board of Education. (B09-221C) **Funding Source – Lottery Proceeds Fund Balance**

#### ITEMS OF BUSINESS

- 4. Consideration of Lease and Sublease for Western Elementary School and Public Library Financing.
- 5. Consideration of Adoption of 2009 Board of Commissioners Regular Meeting Dates.
- 6. Nominations to Boards and Committees
  - A. Civic Center Commission (5 Vacancies)
  - B. Local Emergency Planning Committee (1 Vacancy)
  - C. Transportation Advisory Board (1 Vacancy)
- 7. Appointments to Boards and Committees
  - A. Adult Care Home Community Advisory Committee (2 Vacancies)
    - Nominees: Sandra Ebron  
Cassandra Haire
  - B. Board of Health (3 Vacancies)
    - Nominees:
      - General Public Representative: Rev. Dr. Cureton L. Johnson (Reappointment)
      - Pharmacist: Tom Nicholson (Reappointment)
      - Physician: Dr. Cynthia Norris (Reappointment)

C. Fayetteville Area Convention & Visitors Bureau (2 Vacancies)

Nominees:

Hotels/Motels Under 100 Rooms Representative: Dan Roberts  
Hotels/Motels Over 100 Rooms Representative: Chintan Patel

D. Human Relations Commission (1 Vacancy)

Nominee: Elvin McNeill

E. Mental Health Board (2 Vacancies)

Nominees:

Mental Health Representative from a  
Citizens Organization or Primary Consumer: Luis Collazo

Professional Representative (Psychology,  
Social Work, Nursing, Religion): Rev. Floyd Johnson, Jr.

F. Minimum Housing Appeals Board (1 Vacancy)

Nominee: Alternate Member: Louis King (Reappointment)

G. Nursing Home Advisory Board (1 Vacancy)

Nominee: Marilyn Homer

H. Transportation Advisory Board (2 Vacancies)

Nominees:

City of Fayetteville Representatives: Adolphus Thomas  
County Planning Dept Director or Designee: Cecil Combs

8. Closed Session – If Needed

**ADJOURN**

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

**MEETINGS: December 15, 2008 (Monday) – 6:45 PM  
January 5, 2009 (Tuesday) – 9:00 AM**

J. BREEDEN BLACKWELL  
Chairman

JEANNETTE M. COUNCIL  
Vice Chairman

KENNETH S. EDGE  
JOHN T. HENLEY, JR.  
BILLY R. KING  
EDWARD G. MELVIN  
DIANE WHEATLEY



MARSHA S. FOGLE  
Clerk to the Board

MARIE COLGAN  
Deputy Clerk

ITEM NO. 38

**BOARD OF COMMISSIONERS**

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

November 18, 2008

**AGENDA ITEM FOR DECEMBER 1, 2008 MEETING**

TO: Cumberland County Board of Commissioners

FROM: Marsha Fogle, Clerk to the Board

RE: Approval of Public Official Bonds

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

**ACTION:** Approve the following bonds:

<u>Name/Position</u>	<u>Amount</u>	<u>Expires</u>	<u>Broker</u>	<u>Carrier</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.)	\$ 25,000	Indefinite	Marsh	Ohio Casualty Ins. Co.
Tax Administrator (Aaron Donaldson)	\$200,000	Indefinite	Marsh	Ohio Casualty Ins. Co.
Sheriff (Earl Butler)	\$ 25,000	12-06-10	Marsh	Ohio Casualty Ins. Co.

*Celebrating Our Past...Embracing Our Future*

Page Two

<u>Name/Position</u>	<u>Amount</u>	<u>Expires</u>	<u>Broker</u>	<u>Carrier</u>
Sheriff's Office Chief Deputy Paul Hinson	\$ 20,000	Indefinite	Marsh	Ohio Casualty Ins. Co.
Mental Health (Hank Debnam)	\$ 20,000	Indefinite	Marsh	Ohio Casualty Ins. Co.
Mental Health (Densie Lucas)	\$ 20,000	Indefinite	Marsh	Ohio Casualty Ins. Co.
Social Services (Brenda Reid Jackson)	\$ 20,000	Indefinite	Marsh	Ohio Casualty Ins. Co.
Civic Center Lisa Foster	\$ 20,000	6/21/09	BB&T	W. Surety
Civic Center Eric Fronczek	\$20,000	Indefinite	Marsh	Ohio Casualty Ins. Co.

Copy to: Risk Management



ITEM NO. 30

## 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 1, 2008**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: NOVEMBER 21, 2008**

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

#### **BACKGROUND**

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

Acorn Ridge Subdivision: Saltwood Road (SR 4302 Ext.),  
Chasewater Road (SR 4301 Ext.), Aultroy Drive  
Avoncroft Drive, Mingary Avenue

Rockfish Township: Pinecrest Drive (SR 3646 Ext.)

Worthington Subdivision: Bramblegate Road (SR 3698 Ext.),  
Clifton Drive (SR 3699 Ext.), Rose Meadow Drive,  
Battle Forest Road, Harborage Road

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 18, 2008

Division Six - District Two  
Cumberland County

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

Subject: Secondary Road Addition

Dear Mr. Blackwell,

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

**Acorn Ridge Subdivision**

- Saltwood Rd. (SR 4302 Ext.)
- Chasewater Rd. (SR 4301 Ext.)
- Aultroy Dr.
- Avoncroft Dr.
- Mingary Ave.

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,

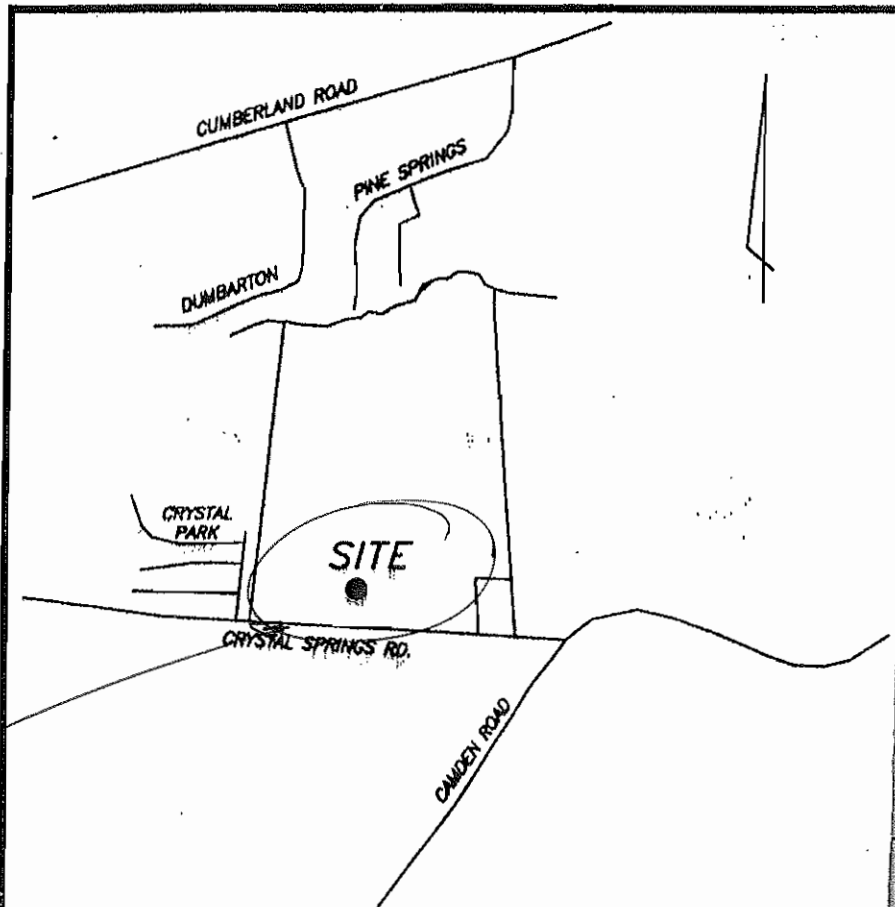
A handwritten signature in black ink that reads "Christopher W. McGee".

Christopher W. McGee, P.E.  
District Engineer

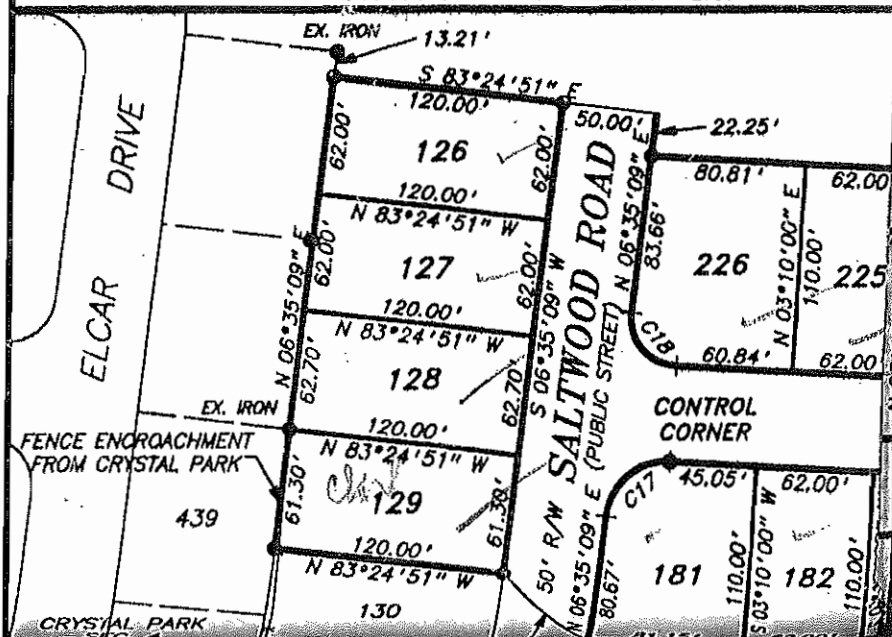
CWM:rdp



SITE



VICINITY MAP SCALE: 1" = 2000'





STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY  
GOVERNOR

LYNDO TIPPETT  
SECRETARY

November 24, 2008

Division Six - District Two  
Cumberland County

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

Subject: Secondary Road Addition

Dear Mr. Blackwell,

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

**Rockfish Township**

- Pinecrest Dr. (SR 3646 Ext.)

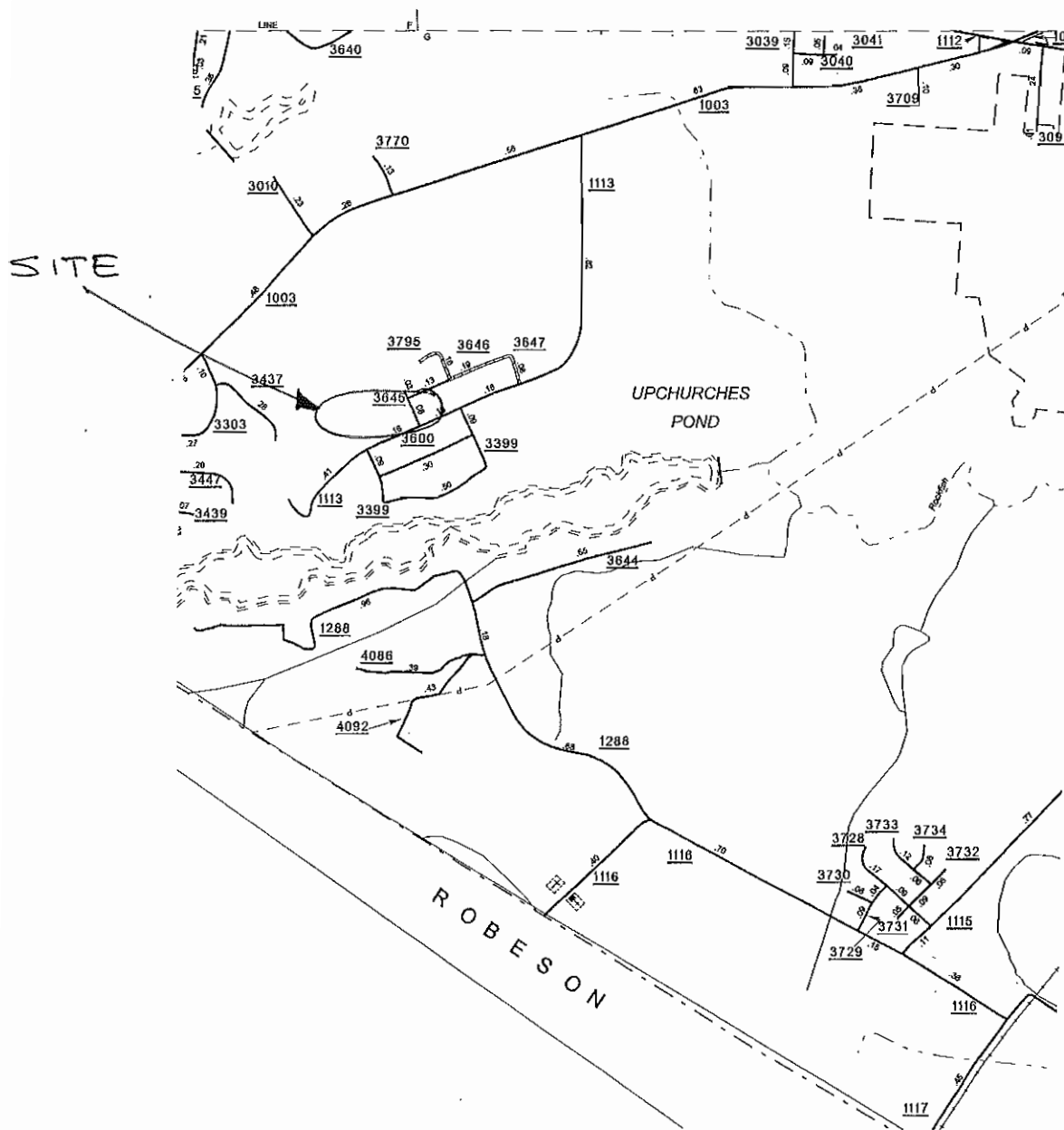
It is our recommendation that the above named street(s) be placed on the State's Secondary Road System. If you and your Board concur in our recommendation, please submit a resolution to this office.

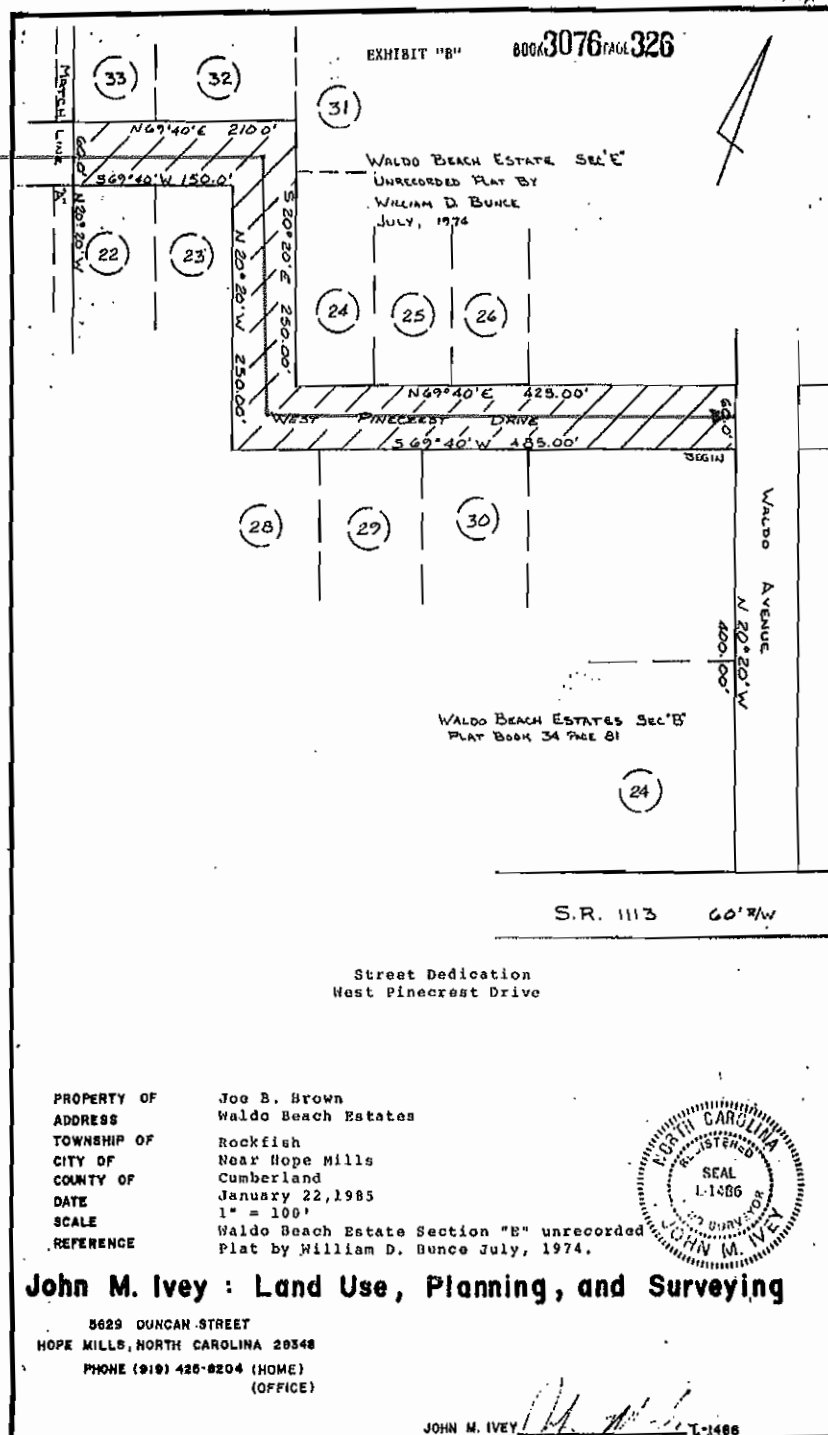
Sincerely,

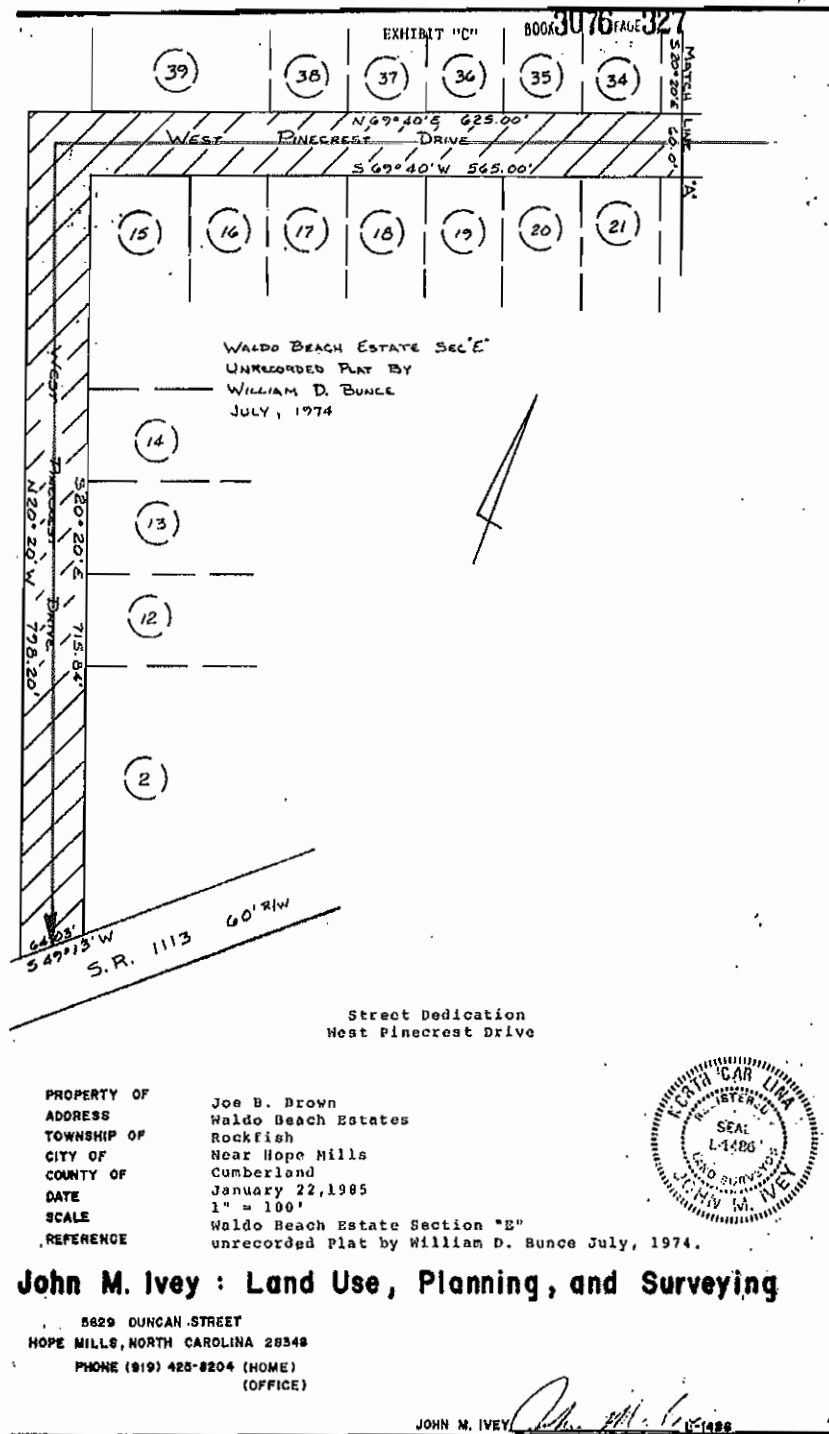
A handwritten signature in black ink, appearing to read "Chris W. McGee".

Christopher W. McGee, P.E.  
District Engineer

CWM:rdp









STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY  
GOVERNOR

LYNDO TIPPETT  
SECRETARY

November 18, 2008

Division Six - District Two  
Cumberland County

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

Subject: Secondary Road Addition

Dear Mr. Blackwell,

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

**Worthington Subdivision**

- Bramblegate Rd. (SR 3698 Ext.)
- Clifton Dr. (SR 3699 Ext.)
- Rose Meadow Dr.
- Battle Forest Rd.
- Harborgate Rd.

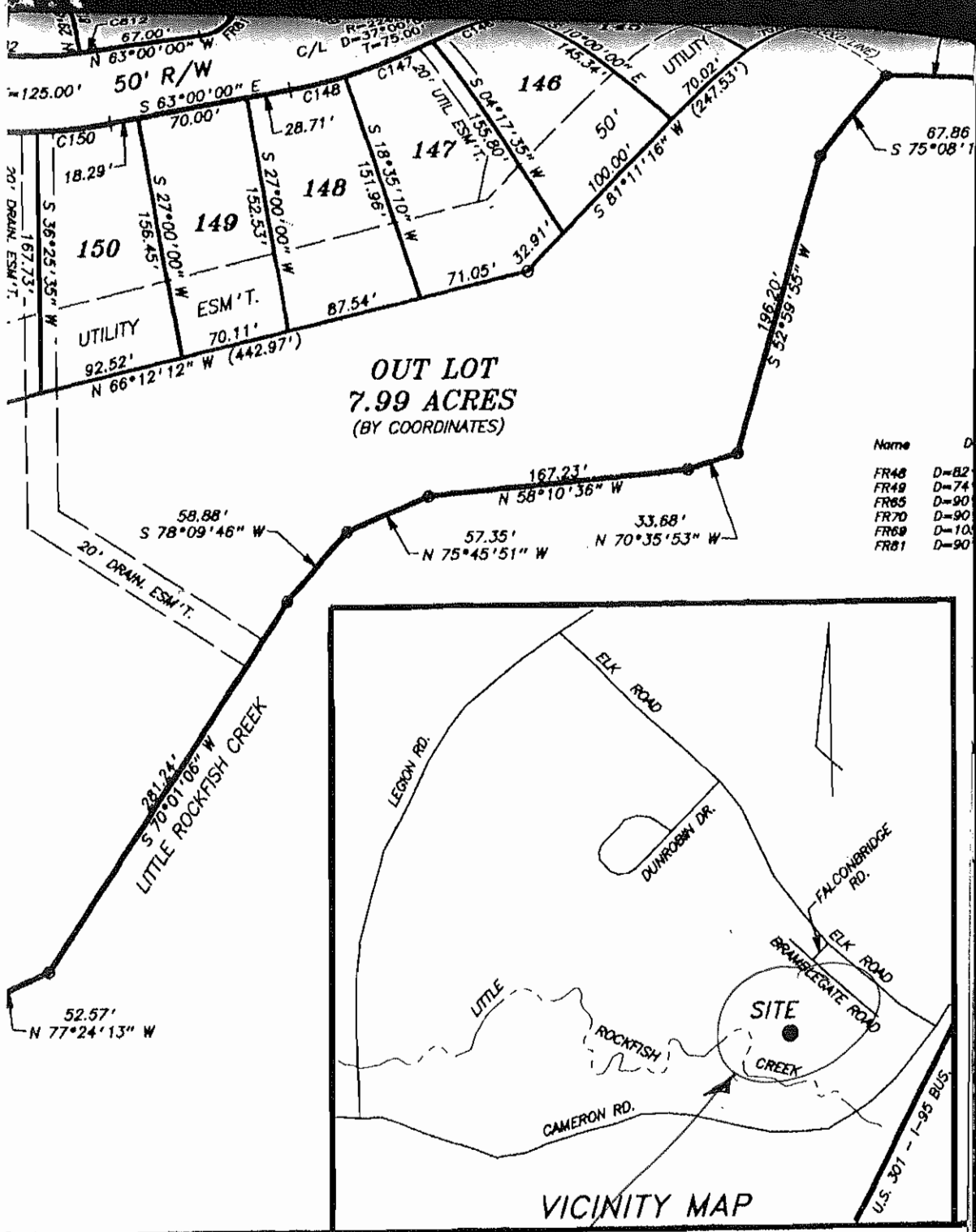
It is our recommendation that the above named street(s) be placed on the State's Secondary Road System. If you and your Board concur in our recommendation, please submit a resolution to this office.

Sincerely,

A handwritten signature in black ink, reading "Christopher W. McGee".

Christopher W. McGee, P.E.  
District Engineer

CWM:rdp



**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B09-222/222A
Date Received	11/19/2008
Date Completed	

Fund No. 101 Agency No. 431 Organ. No. 4310

Organization Name: Health - Environmental/Animal Control

ITEM NO. 3D(1)

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
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**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
101-431-4310	B09-222				
3220	171	Veterinarian Rabies Program	400	(400)	
101-424-4250	B09-222A				
3220	132	Veterinarian Rabies Program	0	400	400
Total			400	-	400

**Justification:**

Revision in the amount of \$400 to move expense budget for veterinarian rabies program from Environmental Health to the organization that is receiving the corresponding revenues, Animal Control.

**Funding Source:**

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

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

**Fund Balance:**

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

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

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

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

Reviewed By: Kelly Clutrip Department Head

Date: 11-19-08

Reviewed By: Amy H. Cannon Finance

Date: 11/25/08

Reviewed By: \_\_\_\_\_ Deputy/Assistant County Mgr

**Approved By:**

County Manager Date: \_\_\_\_\_

Board of County Commissioners Date: \_\_\_\_\_



**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B09-223</u>
Date Received	<u>11-20-08</u>
Date Completed	

Fund No. 101 Agency No. 431 Organ. No. 432M

Organization Name: SOUTH CENTRAL PARTNERSHIP FOR PUBLIC HEALTH

ITEM NO. 3 D (2)

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4154	SOUTH CENTRAL PARTNERSHIP FOR PUBLIC HEALTH	136,665	(7,500)	129,165
		136,665	(7,500)	129,165

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
4154	208	SOUTH CENTRAL PARTNERSHIP FOR PUBLIC HEALTH	136,665	(7,500)	129,165

Total      136,665      (7,500)      129,165

**Justification:**

THIS BUDGET REVISION REQUESTS TO BUDGET FOR AN UNANTICIPATED REDUCTION IN FUNDING FOR THE SOUTH CENTRAL PARTNERSHIP FOR PUBLIC HEALTH.

State: \_\_\_\_\_ Federal: \_\_\_\_\_ Fund Balance: \_\_\_\_\_ County: \_\_\_\_\_ New: \_\_\_\_\_ Other: \_\_\_\_\_ (7,500)  
Other: \_\_\_\_\_ Fees: \_\_\_\_\_ Prior Year: \_\_\_\_\_

Submitted By: [Signature]  
Department Head  
Reviewed By: [Signature]  
Finance Department  
Reviewed By: [Signature]  
Deputy/Assistant County Mgr

11/12/08 Date: \_\_\_\_\_  
11.20.08 Date: \_\_\_\_\_  
11/25/08 Date: \_\_\_\_\_

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

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>309-179</u>
Date Received	_____
Date Completed	_____

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

ITEM NO. 3D(3)

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
6423	Security Board of Education	1,508,000	9,708	1,517,708
Total		1,508,000	9,708	1,517,708

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
1265	117	Salaries--Part time	494,705	7,014	501,719
1810	117	Fica Match	167,046	536	167,582
1860	117	Worker's Comp	43,693	214	43,907
2120	118	Uniforms	27,847	1,944	29,791
Total			733,291	9,708	742,999

**Justification:**

Add two Traffic Control Officers to support buses and motorists entering/leaving Long Hill Elementary, as requested by Cumberland County Schools Transportation Office. CC Schools has agreed to fund this requirement for the current year.

**Funding Source:**

State: \_\_\_\_\_  
 Other: 9,708

**Fund Balance:**

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

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

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

Submitted By: <u>Earl R. Butler</u> Department Head	Date: <u>11-24-08</u>	Approved By:  _____ Date: _____ County Manager Board of County Commissioners Date: _____
Reviewed By: <u>Howard R. Barr</u> Budget Analyst	Date: <u>11/21/08</u>	
Reviewed By: <u>Ammy H. Cannon</u> Deputy Assistant County Mgr	Date: <u>11/25/08</u>	
Reviewed By: _____ Information Services	Date: _____	

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>809.224</u>
Date Received	<u>11.24.08</u>
Date Completed	

Fund No. 133 Agency No. 450 Organ. No. 4541

Organization Name: Workforce Development - Statewide Activities

WFD Budget Revision No.	19
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REVENUE					ITEM NO <u>30(4)</u>
Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget	
4525	Statewide Act. - PY2008 2050 funds for PY2007 performance attainment	319,592.	30,612	350,204.	
Total		319,592.	30,612.	350,204	

EXPENDITURES					
Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3360	616	Other Services	77,152.	30,612.	107,764.
Total			319,592.	30,612.	350,204.

**Justification:**

NFA# 38-00102, sent 11/07/08, reflects the addition of \$30,612 in Program Year 2008 2050 funds for the attainment of Program Year 2007 performance goals. Seventy percent (\$21,428.40) of these funds must be spent by June 30, 2009. All funds must be spent by June 30, 2010.

**Funding Source:**

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

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

**Fund Balance:**

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

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

Submitted By: <u>Geneva Mixon</u> Geneva Mixon, Director	Date: <u>11/24/08</u>	Approved By: _____  County Manager _____  Board of County Commissioners _____
Reviewed By: <u>Kelly Curtis</u> Finance	Date: <u>11.24.08</u>	
Reviewed By: <u>Amy H. Cannon</u> Deputy Assistant County Mgr	Date: <u>11/25/08</u>	

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B09-221
Date Received	11/18/2008
Date Completed	

Fund No. 106 Agency No. 470 Organ. No. 4704

Organization Name: School C.O. Category I - Buildings

ITEM NO. 3 D(5)a.

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance Appropriated	100,000	6,137,351	6,237,351

Total 100,000 6,137,351 6,237,351

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3836	406	School C.O. Category I	4,050,000	6,137,351	10,187,351

Total 4,050,000 6,137,351 10,187,351

**Justification:**

Revision to appropriate fund balance (sales tax in the amount of \$4,515,688.00, medicaid swap hold harmless funds in the amount of \$670,312.00, and all prior year approved but unused ADM funds in the amount of \$951,350.70) to budget Capital Outlay Category I expenditures as approved by the Cumberland County Board of Education on November 13, 2008.

**Funding Source:**

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

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

**Fund Balance:**

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

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

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

Department Head

Reviewed By: Bob Seader

Finance Department

Reviewed By: Amy A Cannon

Deputy Assistant County Mgr

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

Date: 11/25/08

Date: 11/25/08

Approved By:

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

County Manager

Board of County  
Commissioners

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



**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B09-221B
Date Received	11/18/2008
Date Completed	

Fund No. 106 Agency No. 470 Organ. No. 4708

Organization Name: School C.O. Category III - Vehicles

ITEM NO. 3DS(c)

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance Appropriated (Sales Tax)	0	255,000	255,000
Total		0	255,000	255,000

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3838	408	School Capital Outlay - Category III	635,000	255,000	890,000
Total			635,000	255,000	890,000

**Justification:**

Revision in the amount of \$255,000 to appropriate fund balance (Sales Tax) to budget Capital Outlay Category III expenditures as approved by the Cumberland County Board of Education on November 13, 2008.

**Funding Source:**

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

**Fund Balance:**

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

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

Department Head

Reviewed By: Bob Tucker

Date: 11/25/08

Budget Analyst

Reviewed By: Ammy Cannon  
Deputy Assistant County Mgr

Date: 11/25/08

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.	B09-221C
Date Received	11/18/2008
Date Completed	

Fund No. 106 Agency No. 470 Organ. No. 4718

Organization Name: School C.O. - Lottery

ITEM NO. 3D(5)d

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance Appropriated	0	1,376,219	1,376,219
Total		0	1,376,219	1,376,219

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
383B	410	School Capital Outlay - Lottery	600,000	1,376,219	1,976,219
Total			600,000	1,376,219	1,976,219

**Justification:**

Revision to budget \$1,976,218.75 of lottery funded projects as approved by the Cumberland County Board of Education on November 13, 2008 by appropriating \$1,376,219 of fund balance and reallocating \$600,000 of budgeted expenditures from undesignated roofing projects.

**Funding Source:**

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

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

**Fund Balance:**

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

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

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

Department Head

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

Reviewed By: HA

Bob Tucker

Date: 11/25/08

Finance Department

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

Amy Cannon

Date: 11/25/08

Deputy Assistant County Mgr

**Approved By:**

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

County Manager

Board of County  
Commissioners

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



ITEM NO. 4

**OFFICE OF THE COUNTY ATTORNEY**

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

November 25, 2008

**MEMORANDUM FOR BOARD OF COMMISSIONERS' AGENDA OF DECEMBER 1, 2008**

**TO: BOARD OF COMMISSIONERS**

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

**SUBJECT: CONSIDERATION OF APPROVAL OF LEASE AND SUBLEASE FOR  
WESTERN ELEMENTARY SCHOOL AND LIBRARY FINANCING**

**BACKGROUND:** County management hopes to go to market in December to close the financing for the Western Elementary School and Western Branch Library. The Board of Commissioners has previously approved a resolution authorizing issuing COPs for the project.

The Board of Education will convey the entire 60.702 site to the County at or prior to Closing. The County at Closing will lease the entire site to the Board of Education for a term co-extensive with the term of this financing. The lease will contain customary provisions regarding utilities, insurance, condemnation or casualty loss, maintenance, cross-licenses for parking, sidewalks and utilities, party wall provisions, etc. Simultaneously at Closing, the Board of Education will sublease a 3.625 acre portion of the property to the County for the branch public library, for a term co-extensive with the term of the lease. The lease and sublease will be subordinate and subject to the first lien on the Property to the Trustee to secure this financing. Upon full satisfaction of this financing, the lease will terminate and the County will re-convey the Property to the Board of Education in consideration of a lease for the branch public library from the Board of Education to the County for a term of 75 years on mutually satisfactory terms and conditions.

Attached are a proposed form of lease and sublease.

**RECOMMENDATION:** Consider whether to approve lease and sublease for the Western Elementary School and Western Branch Library substantially in the form as presented to this meeting, with such minor changes or revisions consistent with the spirit and intent of this approval as may be satisfactory to the County Manager and the County Attorney, and authorize the Chairperson or the County Manager to sign on behalf of the County together with such other documents as may be necessary or desirable to carry into effect the COPs financing transaction previously approved by the Board.

Attch.

*Celebrating Our Past... Embracing Our Future*



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LEASE

by and between

CUMBERLAND COUNTY, NORTH CAROLINA

AS LESSOR

And

THE CUMBERLAND COUNTY BOARD OF EDUCATION

AS LESSEE

Dated as of December \_\_, 2008

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After recording, please return to: This document was prepared by:

Grainger R. Barrett, Esq.  
County Attorney  
P.O. Box 1829  
Fayetteville, North Carolina 28302

Grainger R. Barrett,

## LEASE

THIS LEASE, dated as of December \_\_, 2008 and entered into by and between the County of Cumberland, North Carolina, a political subdivision of the State of North Carolina, as lessor (the "County"), and the Cumberland County Board of Education, a body politic of said State ("Board of Education"),

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

WHEREAS, the County and the BOARD OF EDUCATION desire to cooperate in a plan to finance the cost of a proposed Western Elementary together with a branch public library to be co-located with said school, which each has found to be necessary and desirable for public services in the County (the "Project"); and

WHEREAS, such Project consists of construction of a middle school and related facilities and improvements on a tract of land previously conveyed from the Board of Education to the County by a Special Warranty Deed, made the \_\_ day of December, 2008, conveying the Leased Property as more particularly described in Exhibit A hereto to the County, together with a branch public library to be co-located on such property (such real property identified herein being referred to herein as the "Leased Property"); and

WHEREAS, as a part of such financing plan, the County has entered into an Installment Financing Agreement, dated as of December \_\_, 2008, between the County and Cumberland County Finance Corporation providing for the financing of the cost of the Project (the "Installment Financing Agreement"), a copy of which is attached hereto as Exhibit B, by the issuance of certificates of participation pursuant to an Indenture between Cumberland County Finance Corporation and U.S. National Bank Association, as Trustee (the "Trustee"), a copy of which is attached hereto as Exhibit C, and pursuant to which financing Cumberland County Finance Corporation will assign its rights and obligations under the Installment Financing Agreement to the Trustee for the benefit of owners of the certificates of participation; and

WHEREAS, as a part of such plan, the County proposes to lease the Property (collectively the "Leased Property") to the BOARD OF EDUCATION and the BOARD OF EDUCATION has determined to lease the Leased Property from the County as provided in this Lease;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS; RULE OF CONSTRUCTION

All capitalized terms used in this Lease and not otherwise defined herein shall have the meanings assigned to them in the Installment Financing Agreement, unless the context clearly requires otherwise. In addition, the following terms will have the meanings specified below, unless the context clearly requires otherwise:

"The BOARD OF EDUCATION Representative" means Tim Kinlaw, Associate Superintendent, or any other person from time to time designated, by a written certificate furnished to the County and signed on the BOARD OF EDUCATION's behalf by its Chairman, to act on the BOARD OF EDUCATION's behalf for the purpose of performing any act under this Lease.

"Closing Date" means the date on which the Installment Financing Agreement takes effect.

"County Representative" means James Martin, County Manager, or any other person from time to time designated, by a written certificate furnished to THE BOARD OF EDUCATION and signed on the County's behalf by the Chairman of its Board of Commissioners, to act on the County's behalf for the purpose of performing any act under this Lease.

"Event of Default" means one or more events of default as defined in Section 12.1.

"Lease" means this Lease, as it may be duly amended.

"Lease Term" means the term of this Lease as determined pursuant to Article IV.

"Lease Year" means, initially, from the Closing Date through December 31, 2008, and, thereafter, means the twelve-month period of each year commencing on January 1 and ending on the next December 31.

"Leased Property" means all or any portion of the Property, as the context may require, and the improvements thereon, collectively.

"Subleased Property" means that 3.625 acre portion of the Subleased Property to be subleased to the County as provided herein, and more particular described in Exhibit D, which Exhibit is incorporated herein by reference as if fully set forth.

All references to articles or sections are references to articles or sections of this Lease, unless the context clearly indicates otherwise.

## ARTICLE II

### REPRESENTATIONS, COVENANTS AND WARRANTIES

The County and the BOARD OF EDUCATION each represent, covenant and warrant for the other's benefit as follows:

(1) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated hereby, results or will result in a breach of the terms, conditions and provisions of any agreement or instrument to which either is now a party or by which either is bound, or constitutes a default under any of the foregoing.

(2) To the knowledge of each party, there is no litigation or proceeding pending or threatened against such party (or against any other person) affecting the rights of such party to execute or deliver this Lease or to comply with its obligations under this Lease. Neither the execution and delivery of this Lease by such party, nor compliance by such party with its obligations under this Lease, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

## ARTICLE III

### DEMISING CLAUSE

The County hereby leases the Leased Property to the BOARD OF EDUCATION and the BOARD OF EDUCATION hereby leases the Leased Property from the County, in accordance with the provisions of this Lease, to have and to hold for the Lease Term.

## ARTICLE IV

### LEASE TERM

4.1 Commencement. The Lease Term shall commence on the Closing Date.

4.2 Termination. The Lease Term shall terminate upon the earlier of the following date or event:

- (a) December 31, 2028; or
- (b) when the Installment Financing Agreement has been satisfied and paid in full; or
- (c) an Event of Default and termination by the County pursuant to Article XII.

The County will convey the Property back to the BOARD OF EDUCATION by Special Warranty Deed when the term of this Lease expires or the Installment Financing Agreement has been satisfied and paid in full in consideration of a lease from the BOARD OF EDUCATION to the County for branch public library to be co-located on the Property, for a term of seventy-five (75) years, together with associated mutual and cross rights, privileges and licenses for utilities and access purposes, on such terms as may be mutually satisfactory to the parties. Termination of the Lease Term shall terminate the County's obligations under this Lease and the BOARD OF EDUCATION's rights of possession under this Lease.

## ARTICLE V

### QUIET ENJOYMENT; PURCHASE OPTION

5.1 Quiet Enjoyment. The County hereby covenants that the BOARD OF EDUCATION shall, during the Lease Term, peaceably and quietly have and hold and enjoy the Leased Property without suit, trouble or hindrance from the County, except as expressly required or permitted by this Lease. The County shall not interfere with the quiet use and enjoyment of the Leased Property during the Lease Term. The County shall, at the BOARD OF EDUCATION's request and the County's cost, join and cooperate fully in any legal action in which the BOARD OF EDUCATION asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with

the Leased Property. In addition, the BOARD OF EDUCATION may at its own expense join in any legal action affecting its possession and enjoyment of the Leased Property, and shall be joined (to the extent legally possible, and at the BOARD OF EDUCATION's expense) in any action affecting its liabilities hereunder.

The provisions of this Article shall be subject to rights to inspect the Leased Property granted to parties under the Installment Financing Agreement and to the right hereby reserved to the County to inspect the Leased Property at any reasonable time.

5.2 Purchase Option. The County shall re-convey the Leased Property back to the BOARD OF EDUCATION, and the BOARD OF EDUCATION and the County shall enter into the lease for the branch public library referenced in Section 4.2 above, within forty-five (45) days of the end of the Lease Term pursuant to Section 4.2(a) or (b) hereof. The County shall execute and deliver to the BOARD OF EDUCATION a Special Warranty Deed with a covenant against grantor's acts together with such other documents as are necessary to convey to the BOARD OF EDUCATION good and marketable title to the Leased Property, subject only to (a) Permitted Encumbrances and (b) any encumbrance or imperfection caused by or attributable to the BOARD OF EDUCATION.

## ARTICLE VI

### CONSIDERATION FOR LEASE

6.1 Use of Leased Property; Assumption of Obligations. In partial consideration for its acquisition of rights to use the Leased Property during the Lease Term and its option to purchase the Leased Property, the BOARD OF EDUCATION hereby agrees to (b) use the Leased Property as an elementary school and for related public education purposes in fulfillment of its obligation, shared by the County, to provide for improved public education in the County, and (b) to sub-lease back to the County the approximately 3.625 acre portion of the Leased Property for a branch public library facility and associated improvements and facilities as reflected and shown in Exhibit D. In addition, in consideration of its rights under this Lease, the BOARD OF EDUCATION undertakes the obligations imposed on it hereunder, including those imposed by Section 8.1.

6.2 Payments. In partial consideration for its acquisition of rights to use the Leased Property during the Lease Term and its

right to re-conveyance of the Leased Property, the BOARD OF EDUCATION hereby agrees to pay to the County rent in the amount of \$100 payable in advance on the Closing Date (receipt of which is hereby acknowledged). In further consideration for its acquisition of rights to use the Leased Property, the BOARD OF EDUCATION acknowledges and agrees that the County may and shall apply appropriations for capital purposes which the County otherwise would have made to and for the benefit of the Board of Education during the term hereof to repayment of amounts due under the Installment Financing Agreement.

## ARTICLE VII

### ACQUISITION OF THE PROPERTY AND CERTAIN RELATED COVENANTS

7.1 Acquisition of the Property Pursuant To Installment Financing Agreement. The Board of Education has previously conveyed the Property to the County. The BOARD OF EDUCATION represents that it has reviewed all provisions concerning the Leased Property in the Installment Financing Agreement and hereby approves such provisions. The BOARD OF EDUCATION shall take possession of the Leased Property upon execution of this Lease with respect thereto.

Title to the Leased Property shall be held by the County, subject only to Permitted Encumbrances, with a Deed of Trust to the Trustee as provided for in the Indenture being a first lien on the Leased Premises to secure the plan of financing above-referenced. The parties further acknowledge that the BOARD OF EDUCATION shall sub-lease to the County that portion of the Leased Property described in Exhibit D for use as a public library branch and associated improvements and facilities; the parties further agree and warrant that upon termination of this lease, the BOARD OF EDUCATION shall lease that portion of the Leased Property described in Exhibit D to the County for a term of seventy-five (75) years.

### 7.2 Maintenance, Repair, Taxes and Assessments.

(a) Maintenance; Repair. Subject to the obligations of the County contemplated by and to be set forth in the sub-lease above-referenced, the BOARD OF EDUCATION shall use, or cause to be used, the Leased Property in a careful and proper manner, in compliance with all applicable laws and regulations, and, at its sole expense, shall service, repair, maintain and insure, or cause to be serviced, repaired, maintained and insured, the Leased Property so as to keep the Leased

Property in good condition, repair, appearance and working order for the purposes intended, ordinary wear and tear excepted.

(b) Utility Charges, Taxes and Assessments. Subject to the obligations of the County contemplated by and to be set forth in the sub-lease above-referenced, the BOARD OF EDUCATION shall also pay, or cause to be paid, all taxes and assessments, including, but not limited to, utility charges, of any type or nature levied, assessed or charged against any portion of the Leased Property, provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, THE BOARD OF EDUCATION shall be obligated to pay only such installments as are required to be paid as and when the same become due.

(c) Contests. The BOARD OF EDUCATION may, at its sole expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided that prior to such nonpayment it shall furnish the County with the opinion of an Independent Counsel, to the effect that, by nonpayment of any such items, the interest of the County in the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. The County will cooperate fully in such contest upon the request and at the expense of THE BOARD OF EDUCATION.

### 7.3 Modification of Leased Property, Liens.

(a) Additions, Modifications and Improvements. The BOARD OF EDUCATION shall, at its own expense, have the right to make, or cause to be made, additions, modifications and improvements to any portion of the Leased Property, excepting only that portion of the Leased Premises to be sub-let to the County and described in Exhibit D, if such additions, modifications or improvements are necessary or beneficial for its use of such portion of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in any way which would cause the interest components of the Installment Payments to be includable in gross income for purposes of federal income taxation under Section 103 of the Internal Revenue Code of 1986, as amended.



(b) Liens. The BOARD OF EDUCATION will not permit any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any additions, modifications or improvements made by the BOARD OF EDUCATION pursuant to this Section; provided that, if any such lien is filed or established and the BOARD OF EDUCATION shall first notify, or cause to be notified, the County of the BOARD OF EDUCATION's intention to do so, the BOARD OF EDUCATION may in good faith contest any lien filed or established against the Leased Property and in such event may permit the items so contested to remain un-discharged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the County with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the County. The County will cooperate fully in any such contest upon the request and at the expense of the BOARD OF EDUCATION.

Except as provided in this Article and except as the County may consent thereto, which consent shall not be unreasonably withheld, the BOARD OF EDUCATION shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property, other than the respective rights of the BOARD OF EDUCATION and the County as herein provided. Except as provided in this Article, the BOARD OF EDUCATION shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim for which it is responsible, if the same shall arise at any time; provided that the BOARD OF EDUCATION may contest such liens, charges, encumbrances, or claims if it desires to do so. The BOARD OF EDUCATION shall reimburse the County for any expense incurred by the County in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

#### ARTICLE VIII

##### BOARD OF EDUCATION'S ASSUMPTION OF COUNTY'S OBLIGATIONS

8.1 Assumption of Obligations. The BOARD OF EDUCATION hereby assumes all the County's obligations under the Installment Financing Agreement regarding the maintenance of general liability insurance with respect to or condemnation of the Leased Property. The parties expressly acknowledge and understand, however, that the BOARD OF EDUCATION shall not assume the County's obligation under the Installment Financing Agreement to pay the Installment Payments and that the BOARD OF EDUCATION shall not indemnify the County or any other party to the Installment Financing Agreement for third-party

claims asserted against any party to the Installment Financing Agreement relating to the payment of the Installment Payments.

8.2 Transfer of Rights. In order to allow the BOARD OF EDUCATION to carry out the County's obligations under the Installment Financing Agreement to be assumed by the BOARD OF EDUCATION, the County hereby transfers its rights under the Installment Financing Agreement regarding such obligations to the BOARD OF EDUCATION. Nothing in this Section, however, shall be construed as in any way delegating to the BOARD OF EDUCATION any of the County's rights or responsibilities to make decisions regarding THE BOARD OF EDUCATION' capital and operating budgets or otherwise covenanting that funds for such purposes will be appropriated or available.

8.3 THE BOARD OF EDUCATION's General Covenant. The BOARD OF EDUCATION further undertakes not to take or omit to take any action the taking or omission of which would cause the County to be in default in any manner under the Installment Financing Agreement. In particular, the BOARD OF EDUCATION covenants not to make any use of the Leased Property that would cause the County's obligations to make Installment Payments under the Installment Financing Agreement to be "private activity bonds" within the meaning of the Internal Revenue Code of 1986, as amended. If the BOARD OF EDUCATION shall take or omit to take any such action, then the BOARD OF EDUCATION shall proceed with all due diligence to take such action as may be necessary to cure such default.

8.4 County's Cooperation. The County shall cooperate fully with the BOARD OF EDUCATION in filing any proof of loss or taking any other action under this Lease. In no event shall the County or the BOARD OF EDUCATION voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim with respect to the Leased Property without the other's written consent.

8.5 Advances; Performance of Obligations. If the BOARD OF EDUCATION shall fail to pay any amount required to be paid by it under this Lease, or fails to take any other action required of it under this Lease, then the County may (but shall be under no obligation to) pay such amount or perform such other obligation. The BOARD OF EDUCATION agrees to reimburse the County for any such payment or for its costs incurred in connection with performing such other obligation.

## ARTICLE IX

### DISCLAIMER OF WARRANTIES; OTHER COVENANTS

9.1 Disclaimer of Warranties. THE COUNTY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR A PARTICULAR USE OF THE LEASED PROPERTY OR ANY PART THEREOF OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED PROPERTY OR ANY PART THEREOF. In no event shall the County be liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or use by anyone of any item, product or service provided for herein.

9.2 Further Assurances; Corrective Instruments. The BOARD OF EDUCATION and the County agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased or intended so to be, or for otherwise carrying out the intention hereof.

9.3 The BOARD OF EDUCATION and County Representatives. Whenever under the provisions hereof the approval of the BOARD OF EDUCATION or the County is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the BOARD OF EDUCATION by the BOARD OF EDUCATION Representative and for the County by the County Representative, and the Board of Education and the County shall be authorized to act on any such approval or request of such representative of the other.

9.4 Compliance with Requirements. During the Lease Term, the BOARD OF EDUCATION and the County shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the Leased Property or any portion thereof (or be diligently and in good faith contesting such orders), and all current and future requirements of all insurance companies' written policies covering the Leased Property or any portion thereof.

#### ARTICLE X

##### TITLE TO LEASED PROPERTY; LIMITATIONS ON ENCUMBRANCES

10.1 Title to Leased Property. Except for personal property purchased by the BOARD OF EDUCATION at its own expense, title to the Leased Property and any and all additions and modifications to or replacements of any portion of the Leased Property shall be

held in the County's name, subject only to Permitted Encumbrances, until conveyed as provided in this Lease, notwithstanding (a) the occurrence of one or more events of default as defined in the Installment Financing Agreement; (b) the occurrence of any event of damage, destruction, condemnation or construction or title defect; or (c) the violation by the County of any provision of this Lease.

The BOARD OF EDUCATION shall have no right, title or interest in the Leased Property or any additions and modifications to or replacements of any portion of the Leased Property, except as expressly set forth in this Lease.

#### ARTICLE XI

##### MUTUAL GRANT OF RIGHTS, PRIVILEGES, AND LICENSES FOR ACCESS AND UTILITIES PRUPOSES

11.1 County Reservation of Access Rights. The County, for itself, its heirs, successors, assigns and grantees as the owner of the Leased Property reserves to itself, its heirs, successors, assigns and grantees, and to its patrons, customers, employees, invitees and tenants in and of the branch public library to be constructed on and co-located with the elementary school to be constructed by the BOARD OF EDUCATION (the "library"), a mutual, reciprocal and non-exclusive right, privilege and license of access, passage and use in the Leased Property, for the purpose of ingress, egress and regress in, to, upon and across, and for the purpose of walking upon and driving and parking vehicles upon, over and across all of those sidewalks, entrances, drives, lanes and parking areas of the Leased Property and available from time to time for use for parking and pedestrian and vehicular traffic, as a right, privilege and license ancillary to the County's use and operation of a branch public library on the Subleased Property. The County's and the BOARD OF EDUCATION's designated representatives shall establish written protocols from time to time setting forth policies and procedures to implement and coordinate joint and priority use(s) of areas to be so used in common from time to time, or at different times, by the parties.

11.2 County Grant of Access Rights. The County, for itself, its heirs, successors, assigns and grantees as the sublessee of the Subleased Property grants to the BOARD OF EDUCATION, its heirs, successors, assigns and grantees, and to its patrons, customers, employees, invitees and students in and of the elementary school to be constructed by the BOARD OF EDUCATION on

the Leased Property, a mutual, reciprocal and non-exclusive right, privilege and license of access, passage and use in the sidewalks, entrances, drives, lanes and parking areas of the Subleased Property, and for the purpose of ingress, egress and regress in, to, upon and across, for the purpose of walking upon and driving and parking vehicles upon, over and across all of those sidewalks, entrances, drives, lanes and parking areas of the Subleased Property and available from time to time for use for parking and pedestrian and vehicular traffic, as a right, privilege, and license ancillary to the BOARD OF EDUCATION's use and operation of an elementary school on the Leased Property. The County's and the BOARD OF EDUCATION's designated representatives shall establish written protocols from time to time setting forth policies and procedures to implement and coordinate joint and priority use(s) of areas to be so used in common from time to time, or at different times, by the parties.

11.3 County Reservation of Utility Rights. The County, for itself, its heirs, successors, assigns and grantees as the owner of the Leased Property reserves to itself, its heirs, successors, assigns and grantees, and to its patrons, customers, employees, invitees and tenants in and of the branch public library to be constructed on and co-located with the elementary school to be constructed by the BOARD OF EDUCATION on the Leased Property, a mutual, reciprocal and non-exclusive right, privilege and license of access, passage and use, for the purpose of, for the purpose of using, operating, inspecting, maintaining, repairing, reconstructing, re-installing, refurbishing, or restoring any utility lines, facilities or substations located as of the date hereof on the Leased Property and used for the benefit of the Subleased Property; provided however, that the said right, privilege and license shall not be used in such a manner as to substantially interfere with the activities or operations of the BOARD OF EDUCATION, its heirs, successors, assigns and grantees and any work pursuant thereto shall be pursued with reasonable dispatch under the circumstances; and provided further, the County or its employees, invitees, agents or tenants shall at the completion of any such work reasonably restore any area on the BOARD OF EDUCATION's Leased Property disturbed by such work.

11.4 County Grant of Utility Rights. The County, for itself, its heirs, successors, assigns and grantees as the owner of the Leased Property grants to the BOARD OF EDUCATION, its heirs, successors, assigns and grantees, and to its patrons, customers, employees, invitees and students in and of with the

elementary school to be constructed by the BOARD OF EDUCATION on the Leased Property, a mutual, reciprocal and non-exclusive right, privilege and license of access, passage and use, for the purpose of, for the purpose of using, operating, inspecting, maintaining, repairing, reconstructing, re-installing, refurbishing, or restoring any utility lines, facilities or substations located as of the date hereof on the Subleased Property and used for the benefit of the Leased Property; provided however, that the said right, privilege and license shall not be used in such a manner as to substantially interfere with the activities or operations of the County, its heirs, successors, assigns and grantees and any work pursuant thereto shall be pursued with reasonable dispatch under the circumstances; and provided further, the BOARD OF EDUCATION or its employees, invitees, agents shall at the completion of any such work reasonably restore any area on the County's Leased Property disturbed by such work.

11.5 Access Not To Be Impeded. No barriers or obstructions shall be erected or constructed which would prevent the reasonable flow of vehicular and pedestrian traffic between the Leased Property and the Subleased Property substantially as is shown on Exhibit D hereto.

11.6 Maintenance of Parking Areas and Pedestrian Ways, Etc. The BOARD OF EDUCATION shall be responsible at its own expense for the maintenance of all entrances, exits, access points, driveways, traffic lanes, parking areas and pedestrian ways, including, by way of example but not of limitation, cleaning, trash and debris removal, snow removal, repair and replacement, including resurfacing and re-striping, maintenance of lights and light standards, signage, and all other functions necessary for the proper maintenance, upkeep and operation of all entrances, exits, driveways, travel lanes, pedestrian walkways, and parking areas, whether located on the Leased Property or the Subleased Property.

11.7 No Dedication To Public. The rights, privileges and licenses granted herein are not intended and shall not be construed as a dedication to the public, and nothing herein shall be construed to give any right to the public generally.

11.8 Successors In Interest. The rights, privileges and licenses provided for herein shall inure to the benefit of, and shall be binding upon the successors, heirs, assigns and grantees of the County and the BOARD OF EDUCATION, respectively

and collectively. Said rights, privileges and licenses shall remain in full force and effect notwithstanding, and shall be unaffected by, any change in ownership of either of the Leased Property or the Subleased Property covered hereby or by any change of use of either the Leased Property or the Subleased Property, or by any demolition, reconstruction, expansion or other circumstances.

11.9 Consent Required For Any Amendment. The rights, privileges and licenses herein granted may not be amended, modified, revised, terminated or rescinded without the prior written consent of the County and the Board of Education, as well as of any first mortgagee(s) of all or any part of either the Leased Property or the Subleased Property.

11.10 Rights Specifically Enforceable. All of the rights, privileges and licenses created hereunder shall be specifically enforceable in a court of equity, all parties hereto recognizing and agreeing that damages at law would be inadequate.

## ARTICLE XII

### PARTY WALL AGREEMENT

12.1 Party Wall Recognized. The parties understand and acknowledge that the elementary school to be used and operated by the BOARD OF EDUCATION and the library to be used and operated by the County will have and share a common wall along a portion of the boundary between the Leased Premises and the Subleased Premises.

12.2 Party Wall To Be For Benefit of Both Parties. The said dividing wall as presently situated and constructed and placed on the boundary line between the Leased Property and the Subleased Property, as more particularly shown on Exhibit D, shall be a party wall for the benefit of both the Leased Property and the Subleased Property and for both the elementary school and the library. To the extent not inconsistent with the provisions hereof, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

12.3 Grant of Right For Maintenance, Repair, Etc. There is granted for the benefit of the County and the BOARD OF EDUCATION the right, privilege and license for the location, repair, re-

establishment, refurbishment, restoration, reconstruction, maintenance and installation of said dividing wall, together with the right, privilege and easement for lateral and subsurface support, as well as for utility chases, conduit, pipes or lines, with respect thereto.

12.4 No Right To Remove Party Wall. Neither party shall have the right to remove or detract from said dividing wall in any manner whatsoever, it being their intention that the said dividing wall shall remain in the same location as shown on Exhibit D.

12.5 Cost of Maintenance, Repair To Be Shared. The cost of repair and maintenance of the said dividing wall shall be shared equally by the parties.

12.6 Party Wall To Be Rebuilt In Same Location. If it shall become necessary to rebuild the said dividing wall or any portion thereof, it shall be rebuilt in the same location as it presently is located, and in the same size, unless otherwise unanimously agreed to in a written amendment to the Lease and the Sublease signed by the County and the BOARD OF EDUCATION, and/or their respective successors in interest, as well as of any first mortgagee(s) of all or any part of either the Leased Property or the Subleased Property.

12.7 Maintenance of Casualty Loss Insurance. In order to be protected from fire and other casualties, the County and the BOARD OF EDUCATION shall henceforth cause the buildings that they use and operate, that is, the library and the elementary school, respectively, to be fully insured from fire, casualties and with extended coverage, with only customary and usual exclusions, exemptions and deductions, at the replacement cost value of the respective premises, which fully insure all parties with insurable interests therein. Each party shall furnish any other such party upon request from time to time a copy of an insurance certificate or policy demonstrating that such insurance coverage is in full force and effect.

12.8 Buildings To Be Restored After Fire or Casualty Loss. The County and the BOARD OF EDUCATION, or their respective successors in interest, as the case may be, shall, in the event of fire or other casualty to said buildings, promptly after any such fire or casualty take action to restore the same to its former condition. If either party shall fail to commence such action within 120 days of such fire or casualty, the other party shall be entitled to cause said premises to be so restored and



the party failing so to take action shall be responsible and liable to the restoring party by way of contribution for all reasonable expenses incurred in said restoration of that portion of the building located on the property of the party failing to take such action. Said right of contribution shall be without prejudice to the right of any party to a larger contribution from any other party under any rule of law regarding liability for negligent or willful acts or omissions.

12.9 Parties To Maintain Respective Premises. For the mutual benefit of both parties, the County and the BOARD OF EDUCATION shall each maintain in good condition the roofs and exteriors of their respective premises. Each party shall maintain the exterior of their respective premises sharing the said dividing wall and their respective premises in a clean and neat condition and shall promptly remove all trash and/or debris that may from time to time accumulate thereon.

#### ARTICLE XIII

##### SUBLEASING AND INDEMNIFICATION

13.1 Sublease. The parties have agreed to and will contemporaneously herewith enter into a sublease of that portion of the Leased Property described in Exhibit D for the purpose of the County operating a branch public library. The BOARD OF EDUCATION may not assign its rights and obligations under this lease or otherwise sublease the Leased Property, in whole or in part.

13.2 Indemnification. Except as provided in Section 8.1 hereof, to the extent permitted and only if allowed by law, the BOARD OF EDUCATION shall and hereby agrees to indemnify and save the County harmless against and from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the operation or management of the Leased Property by THE BOARD OF EDUCATION during the Lease Term, including any claims arising from: (a) any condition of the Leased Property, (b) any act of negligence of the BOARD OF EDUCATION or of any of its agents, contractors or employees or any violation of law by the BOARD OF EDUCATION or breach of any covenant or warranty by the BOARD OF EDUCATION hereunder; or (c) the incurrence of any cost or expense in connection with the BOARD OF EDUCATION' use or lease of the Property other than as a result of the gross negligence of the County or its agents. The BOARD OF EDUCATION shall be notified promptly by the County of any action or proceeding brought in connection with any claims arising out of circumstances described in (a), (b) or (c) above.

## ARTICLE XIV

### EVENTS OF DEFAULT

14.1 Events of Default. Each of the following shall be an "Event of Default" under this Lease and the term "Default" shall mean, whenever it is used in this Lease, any one or more of the following events:

(a) The BOARD OF EDUCATION's failure to make any payment hereunder when due.

(b) The BOARD OF EDUCATION's failure to observe and perform any covenant, condition or agreement on its part to be observed or performed for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied shall have been given to the BOARD OF EDUCATION by the County, unless the County shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in such notice cannot be corrected within the applicable period, the County shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by THE BOARD OF EDUCATION within the applicable period and diligently pursued until such failure is corrected and, further, that if by reason of any event or occurrence constituting force majeure the BOARD OF EDUCATION is unable in whole or in part to carry out any of its agreements contained herein (other than its obligations contained in Section 6.2 or 8.1 hereof), the BOARD OF EDUCATION shall not be deemed in default during the continuance of such event or occurrence.

(c) The dissolution or liquidation, or other or similar termination of the legal existence, of the BOARD OF EDUCATION or the voluntary initiation by THE BOARD OF EDUCATION of any proceeding under any federal or state law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the BOARD OF EDUCATION of any such proceeding which shall remain undismissed for sixty (60) days, or the entry by the BOARD OF EDUCATION into an agreement of composition with creditors or THE BOARD OF EDUCATION's failure generally to pay its debts as they become due.

14.2 Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the County may take one or any combination of the following remedial steps:

(a) Terminate this Lease, evict the BOARD OF EDUCATION from the Leased Property or any portion thereof, and re-lease the Leased Property or any portion thereof.

(b) Have reasonable access to and inspect, examine and make copies of the BOARD OF EDUCATION's books and records and accounts during the BOARD OF EDUCATION's regular business hours, if reasonably necessary in the County's opinion.

(c) Take whatever action at law or in equity may appear necessary or desirable, including the appointment of a receiver, to collect the amounts then due, or to enforce performance and observance of any obligation, agreement or covenant of the BOARD OF EDUCATION under this Lease.

Any amount collected pursuant to action taken under this Section shall be applied as the County may determine.

14.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the County is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, and any such right and power may be exercised from time to time as may be deemed expedient. In order to entitle the County to exercise any remedy reserved in this Article XIV, it shall not be necessary to give any notice, other than such notice as may be required in this Article XIV.

14.4 Waivers. If any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

14.5 Waiver of Appraisement, Valuation, Stay, Extension and Redemption Laws. The BOARD OF EDUCATION and County agree, to the extent permitted by law, that in the case of a termination of the Lease Term by reason of an Event of Default, neither the BOARD OF EDUCATION nor the County nor any one claiming through or under either of them shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force in order to prevent or hinder the enforcement of any remedy provided hereunder; and the BOARD OF EDUCATION and the County, for themselves and all who may at any time claim through or under either of them, each hereby waives, to the full extent that it may lawfully do so, the benefit of such laws.

ARTICLE XV

MISCELLANEOUS

15.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given if given by United States Postal Service certified mail return receipt requested, postage prepaid, and shall be deemed to have been received five (5) Business Days (as defined in the Deed of Trust) after deposit in the United States mail, as follows:

(a) If intended for the County, addressed to it at the following address:

County of Cumberland, North Carolina  
P.O. Box 1829  
Fayetteville, North Carolina 28302  
Attention: County Manager

(b) If intended for THE BOARD OF EDUCATION, addressed to it at the following address:

Cumberland County Board of Education  
P.O. Box 2357  
Fayetteville, North Carolina 28302  
Attention: Superintendent

15.2 Binding Effect. This Lease shall be binding upon and inure to the benefit of the BOARD OF EDUCATION and the County.

15.3 Net Lease. This Lease shall be deemed and construed to be a "net lease," and the BOARD OF EDUCATION shall pay absolutely net during the Lease Term all other payments required hereunder, free of any deductions, and without abatement or setoff.

15.4 Payments Due on Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Lease, shall not be a Business Day, such payment may be made or act performed or right exercised on the next following day that is a Business Day with the same force and effect as if done on the nominal date provided in this Lease.

15.5 Severability. In the event that any provision of this Lease, other than the requirement of the County to provide quiet enjoyment of the Leased Property, shall be held invalid or

unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

15.6 Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

15.7 Applicable Law. This Lease shall be governed by and construed in accordance with the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof.

15.8 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

15.9 Memorandum of Lease. At the request of either party, the County and the BOARD OF EDUCATION shall, on or before the Closing Date, execute a memorandum of this Lease legally sufficient to comply with the relevant provisions of the North Carolina General Statutes.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their corporate names by their duly authorized officers, all as of the day and year first above written.

CUMBERLAND COUNTY, NORTH CAROLINA

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

Attest:

\_\_\_\_\_  
Clerk to the Board Of Commissioners

Approved as to Form:

\_\_\_\_\_  
County Attorney

CUMBERLAND COUNTY BOARD OF EDUCATION

By: \_\_\_\_\_  
Chairperson

[SEAL]

ATTEST:

\_\_\_\_\_  
Secretary

STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that she is the \_\_\_\_\_ Clerk to the Board of Commissioners for Cumberland County and that by authority duly given and as the act of said County, the foregoing instrument was signed in its name by the County Manager, its official seal affixed thereto, and attested by her as \_\_\_\_\_ Clerk to said Board of Commissioners.

Witness my hand and official stamp or seal, this the \_\_ day of December, 2008.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that he is the Secretary of the Cumberland County Board of Education and that by authority duly given and as the act of said Board, the foregoing instrument was signed in its name by the Chairperson of said Board, its official seal affixed thereto and attested by him as Secretary of said Board.

Witness my hand and official stamp or seal, this the \_\_\_\_\_ day of December, 2008.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF THE LEASED PROPERTY

BEING ALL of that property conveyed by Special Warranty Deed from the Cumberland County Board of Education, Grantor, to the County of Cumberland, Grantee, and recorded in the Cumberland County Registry at Book \_\_\_\_, Page \_\_\_\_, the description of which is incorporated by reference as if fully set forth herein.

EXHIBIT B

[Copy of Installment Financing Agreement to be attached.]



EXHIBIT C

[Copy of Indenture to be attached.]

Exhibit D

[To be inserted]

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SUBLEASE

By and between

THE CUMBERLAND COUNTY BOARD OF EDUCATION

AS LESSOR

And

CUMBERLAND COUNTY, NORTH CAROLINA

AS LESSEE

Dated as of December \_\_, 2008

---

After recording, please return to: This document was prepared by:

Grainger R. Barrett, Esq.  
Esq.

Grainger R. Barrett,

County Attorney

P.O. Box 1829

Fayetteville, North Carolina 28302

SUBLEASE

THIS SUBLEASE, dated as of December \_\_, 2008 and entered into by and between the Cumberland County Board of Education, a body politic of the State of North Carolina ("Board of Education") as lesser, and the County of Cumberland, North Carolina, a political subdivision of the State of North Carolina, (the "County") as lessee,

W I T N E S S E T H:

WHEREAS, the County and the BOARD OF EDUCATION desire to cooperate in a plan to finance the cost of a proposed Western Elementary together with a branch public library to be co-located with said school, which each has found to be necessary and desirable for public services in the County (the "Project"); and

WHEREAS, such Project consists of construction of a middle school and related facilities and improvements on a tract of land previously conveyed from the Board of Education to the County by a Special Warranty Deed, made the \_\_ day of December, 2008, (the "Leased Property") conveying the Leased Property as more particularly described in Exhibit A hereto to the County, together with a branch public library to be co-located on such property (such real property identified herein being referred to herein as the "Leased Property"); and

WHEREAS, as a part of such financing plan, the County has entered into an Installment Financing Agreement, dated as of December \_\_, 2008, between the County and Cumberland County Finance Corporation providing for the financing of the cost of the Project (the "Installment Financing Agreement"), a copy of which is attached hereto as Exhibit B, by the issuance of certificates of participation pursuant to an Indenture between Cumberland County Finance Corporation and U.S. National Bank Association, as Trustee (the "Trustee"), a copy of which is attached hereto as Exhibit C, and pursuant to which financing Cumberland County Finance Corporation will assign its rights and obligations under the Installment Financing Agreement to the Trustee for the benefit of owners of the certificates of participation; and

WHEREAS, as a part of such plan, the BOARD OF EDUCATION proposes to lease the Property (collectively the "Subleased Property" a copy of which is attached hereto as Exhibit D) to the County and the County has determined to lease the Subleased

Property from the Board of Education as provided in this Sublease;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS; RULE OF CONSTRUCTION

All capitalized terms used in this Lease and not otherwise defined herein shall have the meanings assigned to them in the Installment Financing Agreement, unless the context clearly requires otherwise. In addition, the following terms will have the meanings specified below, unless the context clearly requires otherwise:

"The BOARD OF EDUCATION Representative" means Tim Kinlaw, Associate Superintendent, or any other person from time to time designated, by a written certificate furnished to the County and signed on the BOARD OF EDUCATION's behalf by its Chairman, to act on the BOARD OF EDUCATION's behalf for the purpose of performing any act under this Lease.

"Closing Date" means the date on which the Installment Financing Agreement takes effect.

"County Representative" means James Martin, County Manager, or any other person from time to time designated, by a written certificate furnished to THE BOARD OF EDUCATION and signed on the County's behalf by the Chairman of its Board of Commissioners, to act on the County's behalf for the purpose of performing any act under this Lease.

"Event of Default" means one or more events of default as defined in Section 12.1.

"Sublease" means this Sublease, as it may be duly amended.

"Sublease Term" means the term of this Sublease as determined pursuant to Article IV.

"Sublease Year" means, initially, from the Closing Date through December 31, 2008, and, thereafter, means the twelve-month period of each year commencing on January 1 and ending on the next December 31.

"Leased Property" means all or any portion of the Property described in Exhibit A, as the context may require, and the improvements thereon, collectively.

"Subleased Property" means that 3.58 acre portion of the Subleased Property to be subleased to the County as provided herein, and more particular described in Exhibit D, which Exhibit is incorporated herein by reference as if fully set forth.

All references to articles or sections are references to articles or sections of this Lease, unless the context clearly indicates otherwise.

## ARTICLE II

### REPRESENTATIONS, COVENANTS AND WARRANTIES

The County and the BOARD OF EDUCATION each represent, covenant and warrant for the other's benefit as follows:

(1) Neither the execution and delivery of this Sublease, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated hereby, results or will result in a breach of the terms, conditions and provisions of any agreement or instrument to which either is now a party or by which either is bound, or constitutes a default under any of the foregoing.

(2) To the knowledge of each party, there is no litigation or proceeding pending or threatened against such party (or against any other person) affecting the rights of such party to execute or deliver this Sublease or to comply with its obligations under this Sublease. Neither the execution and delivery of this Sublease by such party, nor compliance by such party with its obligations under this Sublease, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

## ARTICLE III

### DEMISING CLAUSE

The BOARD OF EDUCATION hereby leases the Leased Property to the County and the County hereby leases the Leased Property from

the Board of Education, in accordance with the provisions of this Sublease, to have and to hold for the Sublease Term.

#### ARTICLE IV

##### LEASE TERM

4.1 Commencement. The Sublease Term shall commence on the Closing Date.

4.2 Termination. The Sublease Term shall terminate upon the earlier of the following date or event:

- (a) December 31, 2028; or
- (b) when the Installment Financing Agreement has been satisfied and paid in full; or
- (c) an Event of Default and termination by the County pursuant to Article XII.

The County will convey the Property back to the BOARD OF EDUCATION by Special Warranty Deed when the term of this Sublease expires or the Installment Financing Agreement has been satisfied and paid in full in consideration of a lease from the BOARD OF EDUCATION to the County for branch public library to be co-located on the Property, for a term of seventy-five (75) years, together with associated mutual and cross rights, privileges and licenses for utilities and access purposes, on such terms as may be mutually satisfactory to the parties. Termination of the Sublease Term shall terminate the BOARD OF EDUCATION's obligations under this Sublease and the County's rights of possession under this Sublease.

#### ARTICLE V

##### QUIET ENJOYMENT; PURCHASE OPTION

5.1 Quiet Enjoyment. The BOARD OF EDUCATION hereby covenants that the County shall, during the Sublease Term, peaceably and quietly have and hold and enjoy the Leased Property without suit, trouble or hindrance from the Board of Education, except as expressly required or permitted by this Sublease. The Board of Education shall not interfere with the quiet use and enjoyment of the Subleased Property during the Lease Term. The Board of Education shall, at the County's request and the Board



of Education's cost, join and cooperate fully in any legal action in which the County asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the Leased Property. In addition, the County may at its own expense join in any legal action affecting its possession and enjoyment of the Leased Property, and shall be joined (to the extent legally possible and at the County's expense) in any action affecting its liabilities hereunder.

The provisions of this Article shall be subject to rights to inspect the Leased Property granted to parties under the Installment Financing Agreement and to the right hereby reserved to the Board of Education to inspect the Subleased Property at any reasonable time.

5.2 Purchase Option. The BOARD OF EDUCATION and the County shall enter into the lease for the branch public library referenced in Section 4.2 above, within forty-five (45) days of the end of the Sublease Term pursuant to Section 4.2(a) or (b) hereof.

## ARTICLE VI

### CONSIDERATION FOR SUBLEASE

6.1 Use of Subleased Property; Assumption of Obligations. In consideration of its rights under this Sublease, the County undertakes the obligations imposed on it hereunder, including those imposed by Section 8.1.

6.2 Payments. In consideration for this Sublease, receipt of which is hereby acknowledged, the County pays unto the Board of Education ten (410.00) dollars and other good and valuable consideration.

## ARTICLE VII

### ACQUISITION OF THE PROPERTY AND CERTAIN RELATED COVENANTS

7.1 Acquisition of the Property Pursuant To Installment Financing Agreement. The Board of Education has previously conveyed the Property to the County. The BOARD OF EDUCATION represents that it has reviewed all provisions concerning the Leased Property in the Installment Financing Agreement and hereby approves such provisions. The BOARD OF EDUCATION shall take

possession of the Leased Property upon execution of a Lease with respect thereto.

Title to the Leased Property shall be held by the County, subject only to Permitted Encumbrances, with a Deed of Trust to the Trustee as provided for in the Indenture being a first lien on the Leased Premises to secure the plan of financing above-referenced. The parties further acknowledge that the BOARD OF EDUCATION shall sub-lease to the County that portion of the Leased Property described in Exhibit D for use as a public library branch and associated improvements and facilities; the parties further agree and warrant that upon termination of this lease, the BOARD OF EDUCATION shall lease that portion of the Leased Property described in Exhibit D to the County for a term of seventy-five (75) years.

#### 7.2 Maintenance, Repair, Taxes and Assessments.

(a) Maintenance; Repair. Subject to the obligations of the Board of Education contemplated by and to be set forth in the lease between the County and the Board of Education for the Leased Property, the County shall use, or cause to be used, the Subleased Property in a careful and proper manner, in compliance with all applicable laws and regulations, and, at its sole expense, shall service, repair, maintain and insure, or cause to be serviced, repaired, maintained and insured, the Subleased Property so as to keep the Subleased Property in good condition, repair, appearance and working order for the purposes intended, ordinary wear and tear excepted.

(b) Utility Charges and Assements. Subject to the obligations of the Board of Education contemplated by and to be set forth in the lease above-referenced, the County shall also pay, or cause to be paid, all utility charges, of any type or nature levied, assessed or charged against any portion of the Subleased Property, provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, County shall be obligated to pay only such installments as are required to be paid as and when the same become due.

(c) Contests. The County may, at its sole expense and in its name, in good faith contest any such assessments, utility and other charges and, in the event of any such contest, may permit the assessments or other charges so contested to remain unpaid during the period of such contest and any appeal there from; provided that prior to such nonpayment it shall furnish the County with the opinion of an Independent Counsel, to the effect that, by nonpayment of any such items, the interest of the Board of Education in the Leased Property

will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. The Board of Education will cooperate fully in such contest upon the request and at the expense of the County.

### 7.3 Modification of Subleased Property, Liens.

(a) Additions, Modifications and Improvements. The County shall, at its own expense, have the right to make, or cause to be made, additions, modifications and improvements to any portion of the Subleased Property, if such additions, modifications or improvements are necessary or beneficial for its use of such portion of the Subleased Property. All such additions, modifications and improvements shall thereafter comprise part of the Subleased Property and be subject to the provisions of this Sublease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in any way which would cause the interest components of the Installment Payments to be includable in gross income for purposes of federal income taxation under Section 103 of the Internal Revenue Code of 1986, as amended.

(b) Liens. The County will not permit any mechanic's or other lien to be established or remain against the Subleased Property for labor or materials furnished in connection with any additions, modifications or improvements made by the County pursuant to this Section; provided that, if any such lien is filed or established and the County shall first notify, or cause to be notified, the BOARD OF EDUCATION of the County's intention to do so, the County may in good faith contest any lien filed or established against the Subleased Property and in such event may permit the items so contested to remain un-discharged and unsatisfied during the period of such contest and any appeal there from. The Board of Education will cooperate fully in any such contest upon the request and at the expense of the County.

## ARTICLE VIII

### GENERAL COVENANT

8.1 THE COUNTY'S General Covenant. The County further undertakes not to take or omits to take any action the taking or omission of which would cause the Board of Education to be in default in any manner under the Installment Financing Agreement. In particular, the County covenants not to make any use of the Subleased Property that would cause the Board of Education's obligations to make

Installment Payments under the Installment Financing Agreement to be "private activity bonds" within the meaning of the Internal Revenue Code of 1986, as amended. If the County shall take or omit to take any such action, then the County shall proceed with all due diligence to take such action as may be necessary to cure such default.

8.2 Board of Education's Cooperation. The Board of Education shall cooperate fully with the County in filing any proof of loss or taking any other action under this Sublease. In no event shall the County or the BOARD OF EDUCATION voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim with respect to the Subleased Property without the other's written consent.

8.3 Advances; Performance of Obligations. If the County shall fail to pay any amount required to be paid by it under this Lease, or fails to take any other action required of it under this Lease, then the Board of Education may (but shall be under no obligation to) pay such amount or perform such other obligation. The County agrees to reimburse the Board of Education for any such payment or for its costs incurred in connection with performing such other obligation.

## ARTICLE IX

### DISCLAIMER OF WARRANTIES; OTHER COVENANTS

9.1 Disclaimer of Warranties. THE Board of Education MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR A PARTICULAR USE OF THE LEASED PROPERTY OR ANY PART THEREOF OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUBLEASED PROPERTY OR ANY PART THEREOF. In no event shall the Board of Education be liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of this Sublease or the existence, furnishing, functioning or use by anyone of any item, product or service provided for herein.

9.2 Further Assurances; Corrective Instruments. The County and the BOARD OF EDUCATION agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased or intended so to be, or for otherwise carrying out the intention hereof.

9.3 The BOARD OF EDUCATION and County Representatives. Whenever under the provisions hereof the approval of the BOARD OF EDUCATION or the County is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the BOARD OF EDUCATION by the BOARD OF EDUCATION Representative and for the County by the County Representative, and the Board of Education and the County shall be authorized to act on any such approval or request of such representative of the other.

9.4 Compliance with Requirements. During the Lease Term, the BOARD OF EDUCATION and the County shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the Leased Property or any portion thereof (or be diligently and in good faith contesting such orders), and all current and future requirements of all insurance companies' written policies covering the Leased Property or any portion thereof.

## ARTICLE X

### MUTUAL GRANT OF RIGHTS, PRIVILEGES, AND LICENSES FOR ACCESS AND UTILITIES PROPOSES

11.1 County Reservation of Access Rights. The County, for itself, its heirs, successors, assigns and grantees as the owner of the Leased Property reserves to itself, its heirs, successors, assigns and grantees, and to its patrons, customers, employees, invitees and tenants in and of the branch public library to be constructed on and co-located with the elementary school to be constructed by the BOARD OF EDUCATION (the "library"), a mutual, reciprocal and non-exclusive right, privilege and license of access, passage and use in the Leased Property, for the purpose of ingress, egress and regress in, to, upon and across, and for the purpose of walking upon and driving and parking vehicles upon, over and across all of those sidewalks, entrances, drives, lanes and parking areas of the Leased Property and available from time to time for use for parking and pedestrian and vehicular traffic, as a right, privilege and license ancillary to the County's use and operation of a branch public library on the Subleased Property. The County's and the BOARD OF Education's designated representatives shall establish written protocols from time to time setting forth policies and procedures to implement and coordinate joint and priority use(s) of areas to be so used in common from time to time, or at different times, by the parties.

11.2 County Grant of Access Rights. The County, for itself, its heirs, successors, assigns and grantees as the sublessee of the Subleased Property grants to the BOARD OF EDUCATION, its heirs, successors, assigns and grantees, and to its patrons, customers, employees, invitees and students in and of the elementary school to be constructed by the BOARD OF EDUCATION on the Leased Property, a mutual, reciprocal and non-exclusive right, privilege and license of access, passage and use in the sidewalks, entrances, drives, lanes and parking areas of the Subleased Property, and for the purpose of ingress, egress and regress in, to, upon and across, for the purpose of walking upon and driving and parking vehicles upon, over and across all of those sidewalks, entrances, drives, lanes and parking areas of the Subleased Property and available from time to time for use for parking and pedestrian and vehicular traffic, as a right, privilege, and license ancillary to the BOARD OF EDUCATION's use and operation of an elementary school on the Leased Property. The County's and the BOARD OF EDUCATION's designated representatives shall establish written protocols from time to time setting forth policies and procedures to implement and coordinate joint and priority use(s) of areas to be so used in common from time to time, or at different times, by the parties.

11.3 County Reservation of Utility Rights. The County, for itself, its heirs, successors, assigns and grantees as the owner of the Leased Property reserves to itself, its heirs, successors, assigns and grantees, and to its patrons, customers, employees, invitees and tenants in and of the branch public library to be constructed on and co-located with the elementary school to be constructed by the BOARD OF EDUCATION on the Leased Property, a mutual, reciprocal and non-exclusive right, privilege and license of access, passage and use, for the purpose of, for the purpose of using, operating, inspecting, maintaining, repairing, reconstructing, re-installing, refurbishing, or restoring any utility lines, facilities or substations located as of the date hereof on the Leased Property and used for the benefit of the Subleased Property; provided however, that the said right, privilege and license shall not be used in such a manner as to substantially interfere with the activities or operations of the BOARD OF EDUCATION, its heirs, successors, assigns and grantees and any work pursuant thereto shall be pursued with reasonable dispatch under the circumstances; and provided further, the County or its employees, invitees, agents or tenants shall at the completion of any such work reasonably restore any area on the BOARD OF EDUCATION's Leased Property disturbed by such work.

The term utility shall be given the broadest possible definition when interpreting this Sublease.

11.4 County Grant of Utility Rights. The County, for itself, its heirs, successors, assigns and grantees as the owner of the Leased Property grants to the BOARD OF EDUCATION, its heirs, successors, assigns and grantees, and to its patrons, customers, employees, invitees and students in and of with the elementary school to be constructed by the BOARD OF EDUCATION on the Leased Property, a mutual, reciprocal and non-exclusive right, privilege and license of access, passage and use, for the purpose of, for the purpose of using, operating, inspecting, maintaining, repairing, reconstructing, re-installing, refurbishing, or restoring any utility lines, facilities or substations located as of the date hereof on the Subleased Property and used for the benefit of the Leased Property; provided however, that the said right, privilege and license shall not be used in such a manner as to substantially interfere with the activities or operations of the County, its heirs, successors, assigns and grantees and any work pursuant thereto shall be pursued with reasonable dispatch under the circumstances; and provided further, the BOARD OF EDUCATION or its employees, invitees, agents shall at the completion of any such work reasonably restore any area on the County's Leased Property disturbed by such work.

11.5 Access Not To Be Impeded. No barriers or obstructions shall be erected or constructed which would prevent the reasonable flow of vehicular and pedestrian traffic between the Leased Property and the Subleased Property substantially as is shown on Exhibit D hereto.

11.6 Maintenance of Parking Areas and Pedestrian Ways, Etc. The BOARD OF EDUCATION shall be responsible at its own expense for the maintenance of all entrances, exits, access points, driveways, traffic lanes, parking areas and pedestrian ways, including, by way of example but not of limitation, cleaning, trash and debris removal, snow removal, repair and replacement, including resurfacing and re-striping, maintenance of lights and light standards, signage, and all other functions necessary for the proper maintenance, upkeep and operation of all entrances, exits, driveways, travel lanes, pedestrian walkways, and parking areas, whether located on the Leased Property or the Subleased Property.

11.7 No Dedication To Public. The rights, privileges and licenses granted herein are not intended and shall not be

construed as a dedication to the public, and nothing herein shall be construed to give any right to the public generally.

11.8 Successors In Interest. The rights, privileges and licenses provided for herein shall inure to the benefit of, and shall be binding upon the successors, heirs, assigns and grantees of the County and the BOARD OF EDUCATION, respectively and collectively. Said rights, privileges and licenses shall remain in full force and effect notwithstanding, and shall be unaffected by, any change in ownership of either of the Leased Property or the Subleased Property covered hereby or by any change of use of either the Leased Property or the Subleased Property, or by any demolition, reconstruction, expansion or other circumstances.

11.9 Consent Required For Any Amendment. The rights, privileges and licenses herein granted may not be amended, modified, revised, terminated or rescinded without the prior written consent of the County and the Board of Education, as well as of any first mortgagee(s) of all or any part of either the Leased Property or the Subleased Property.

11.10 Rights Specifically Enforceable. All of the rights, privileges and licenses created hereunder shall be specifically enforceable in a court of equity, all parties hereto recognizing and agreeing that damages at law would be inadequate.

## ARTICLE XII

### PARTY WALL AGREEMENT

12.1 Party Wall Recognized. The parties understand and acknowledge that the elementary school to be used and operated by the BOARD OF EDUCATION and the library to be used and operated by the County will have and share a common wall along a portion of the boundary between the Leased Premises and the Subleased Premises.

12.2 Party Wall To Be For Benefit of Both Parties. The said dividing wall as presently situated and constructed and placed on the boundary line between the Leased Property and the Subleased Property, as more particularly shown on Exhibit D, shall be a party wall for the benefit of both the Leased Property and the Subleased Property and for both the elementary



school and the library. To the extent not inconsistent with the provisions hereof, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

12.3 Grant of Right For Maintenance, Repair, Etc. There is granted for the benefit of the County and the BOARD OF EDUCATION the right, privilege and license for the location, repair, re-establishment, refurbishment, restoration, reconstruction, maintenance and installation of said dividing wall, together with the right, privilege and easement for lateral and subsurface support, as well as for utility chases, conduit, pipes or lines, with respect thereto.

12.4 No Right To Remove Party Wall. Neither party shall have the right to remove or detract from said dividing wall in any manner whatsoever, it being their intention that the said dividing wall shall remain in the same location as shown on Exhibit D.

12.5 Cost of Maintenance, Repair To Be Shared. The cost of repair and maintenance of the said dividing wall shall be shared equally by the parties.

12.6 Party Wall To Be Rebuilt In Same Location. If it shall become necessary to rebuild the said dividing wall or any portion thereof, it shall be rebuilt in the same location as it presently is located, and in the same size, unless otherwise unanimously agreed to in a written amendment to the Lease and the Sublease signed by the County and the BOARD OF EDUCATION, and/or their respective successors in interest, as well as of any first mortgagee(s) of all or any part of either the Leased Property or the Subleased Property.

12.7 Maintenance of Casualty Loss Insurance. In order to be protected from fire and other casualties, the County and the BOARD OF EDUCATION shall henceforth cause the buildings that they use and operate, that is, the library and the elementary school, respectively, to be fully insured from fire, casualties and with extended coverage, with only customary and usual exclusions, exemptions and deductions, at the replacement cost value of the respective premises, which fully insure all parties with insurable interests therein. Each party shall furnish any other such party upon request from time to time a copy of an insurance certificate or policy demonstrating that such insurance coverage is in full force and effect.

12.8 Buildings To Be Restored After Fire or Casualty Loss. The County and the BOARD OF EDUCATION, or their respective successors in interest, as the case may be, shall, in the event of fire or other casualty to said buildings, promptly after any such fire or casualty take action to restore the same to its former condition. If either party shall fail to commence such action within 120 days of such fire or casualty, the other party shall be entitled to cause said premises to be so restored and the party failing so to take action shall be responsible and liable to the restoring party by way of contribution for all reasonable expenses incurred in said restoration of that portion of the building located on the property of the party failing to take such action. Said right of contribution shall be without prejudice to the right of any party to a larger contribution from any other party under any rule of law regarding liability for negligent or willful acts or omissions.

12.9 Parties To Maintain Respective Premises. For the mutual benefit of both parties, the County and the BOARD OF EDUCATION shall each maintain in good condition the roofs and exteriors of their respective premises. Each party shall maintain the exterior of their respective premises sharing the said dividing wall and their respective premises in a clean and neat condition and shall promptly remove all trash and/or debris that may from time to time accumulate thereon.

### ARTICLE XIII

#### INDEMNIFICATION

13.1 Indemnification. Except as provided in Section 8.1 hereof, to the extent permitted and only if allowed by law, the County shall and hereby agrees to indemnify and save the BOARD OF EDUCATION harmless against and from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the operation or management of the Subleased Property by County during the Sublease Term, including any claims arising from: (a) any condition of the Subleased Property, (b) any act of negligence of the County or of any of its agents, contractors or employees or any violation of law by the County or breach of any covenant or warranty by the County hereunder; or (c) the incurrence of any cost or expense in connection with the County's use or lease of the Property other than as a result of the gross negligence of the Board of Education or its agents. The County shall be notified promptly by the Board of Education of any action or proceeding brought in connection with any claims arising out of the Board of Education's real property interest in the Lease Property.

## ARTICLE XIV

### EVENTS OF DEFAULT

14.1 Events of Default. Each of the following shall be an "Event of Default" under this Sublease and the term "Default" shall mean, whenever it is used in this Lease, any one or more of the following events:

(a) The County's failure to observe and perform any covenant, condition or agreement on its part to be observed or performed for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied shall have been given to the County by the Board of Education, unless the Board of Education shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in such notice cannot be corrected within the applicable period, the County shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the County within the applicable period and diligently pursued until such failure is corrected and, further, that if by reason of any event or occurrence constituting force majeure the County is unable in whole or in part to carry out any of its agreements contained herein (other than its obligations contained in Section 6.2 or 8.1 hereof), the County shall not be deemed in default during the continuance of such event or occurrence.

(b) The dissolution or liquidation, or other or similar termination of the legal existence, of the County or the voluntary initiation by the County of any proceeding under any federal or state law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the County of any such proceeding which shall remain un-dismissed for sixty (60) days, or the entry by the County into an agreement of composition with creditors or the County's failure generally to pay its debts as they become due.

14.2 Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the Board of Education may take one or any combination of the following remedial steps:

(a) Terminate this Sublease, evict the County from the Subleased Property or any portion thereof, and re-lease the Subleased Property or any portion thereof.

(b) Have reasonable access to and inspect, examine and make copies of the County's books and records and accounts during the County's regular business hours, if reasonably necessary.

(c) Take whatever action at law or in equity may appear necessary or desirable, including the appointment of a receiver, to collect the amounts then due, or to enforce performance and observance of any obligation, agreement or covenant of the County under this Sublease.

Any amount collected pursuant to action taken under this Section shall be applied as the Board of Education may determine.

14.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Board of Education is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, and any such right and power may be exercised from time to time as may be deemed expedient. In order to entitle the Board of Education to exercise any remedy reserved in this Article XIV, it shall not be necessary to give any notice, other than such notice as may be required in this Article XIV.

14.4 Waivers. If any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

14.5 Waiver of Appraisement, Valuation, Stay, Extension and Redemption Laws. The BOARD OF EDUCATION and County agree, to the extent permitted by law, that in the case of a termination of the Sublease Term by reason of an Event of Default, neither the BOARD OF EDUCATION nor the County nor any one claiming through or under either of them shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force in order to prevent or hinder the enforcement of any remedy provided hereunder; and the BOARD OF EDUCATION and the County, for themselves and all who may at any time claim through or under either of them, each hereby waives, to the full extent that it may lawfully do so, the benefit of such laws.

## ARTICLE XV

## MISCELLANEOUS

15.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given if given by United States Postal Service certified mail return receipt requested, postage prepaid, and shall be deemed to have been received five (5) Business Days (as defined in the Deed of Trust) after deposit in the United States mail, as follows:

(a) If intended for the County, addressed to it at the following address:

County of Cumberland, North Carolina  
P.O. Box 1829  
Fayetteville, North Carolina 28302  
Attention: County Manager

(b) If intended for THE BOARD OF EDUCATION, addressed to it at the following address:

Cumberland County Board of Education  
P.O. Box 2357  
Fayetteville, North Carolina 28302  
Attention: Superintendent

15.2 Binding Effect. This Sublease shall be binding upon and inure to the benefit of the BOARD OF EDUCATION and the County.

15.3 Net Lease. This Sublease shall be deemed and construed to be a "net lease," and the County shall pay absolutely net during the Lease Term all other payments required hereunder, free of any deductions, and without abatement or setoff.

15.4 Payments Due on Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Lease, shall not be a Business Day, such payment may be made or act performed or right exercised on the next following day that is a Business Day with the same force and effect as if done on the nominal date provided in this Lease.

15.5 Severability. In the event that any provision of this Lease, other than the requirement of the Board of Education to provide quiet enjoyment of the Subleased Property, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

15.6 Execution in Counterparts. This Sublease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

15.7 Applicable Law. This Sublease shall be governed by and construed in accordance with the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof.

15.8 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

15.9 Memorandum of Sublease. At the request of either party, the County and the BOARD OF EDUCATION shall, on or before the Closing Date, execute a memorandum of this Sublease legally sufficient to comply with the relevant provisions of the North Carolina General Statutes.

IN WITNESS WHEREOF, the parties hereto have caused this Sublease to be executed in their corporate names by their duly authorized officers, all as of the day and year first above written.

CUMBERLAND COUNTY, NORTH CAROLINA

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

Attest:

\_\_\_\_\_  
Clerk to the Board of Commissioners

Approved as to Form:

\_\_\_\_\_  
County Attorney

CUMBERLAND COUNTY BOARD OF EDUCATION

By: \_\_\_\_\_  
Chairperson

[SEAL]

ATTEST:

\_\_\_\_\_  
Secretary

STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that she is the \_\_\_\_\_ Clerk to the Board of Commissioners for Cumberland County and that by authority duly given and as the act of said County, the foregoing instrument was signed in its name by the County Manager, its official seal affixed thereto, and attested by her as \_\_\_\_\_ Clerk to said Board of Commissioners.

Witness my hand and official stamp or seal, this the \_\_\_\_ day of December, 2008.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that he is the Secretary of the Cumberland County Board of Education and that by authority duly given and as the act of said Board, the foregoing instrument was signed in its name by the Chairperson of said Board, its official seal affixed thereto and attested by him as Secretary of said Board.

Witness my hand and official stamp or seal, this the \_\_\_\_\_ day of December, 2008.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF THE LEASED PROPERTY

BEING ALL of that property conveyed by Special Warranty Deed from the Cumberland County Board of Education, Grantor, to the County of Cumberland, Grantee, and recorded in the Cumberland County Registry at Book \_\_\_\_\_, Page \_\_\_\_\_, the description of which is incorporated by reference as if fully set forth herein.



EXHIBIT B

[Copy of Installment Financing Agreement to be attached.]

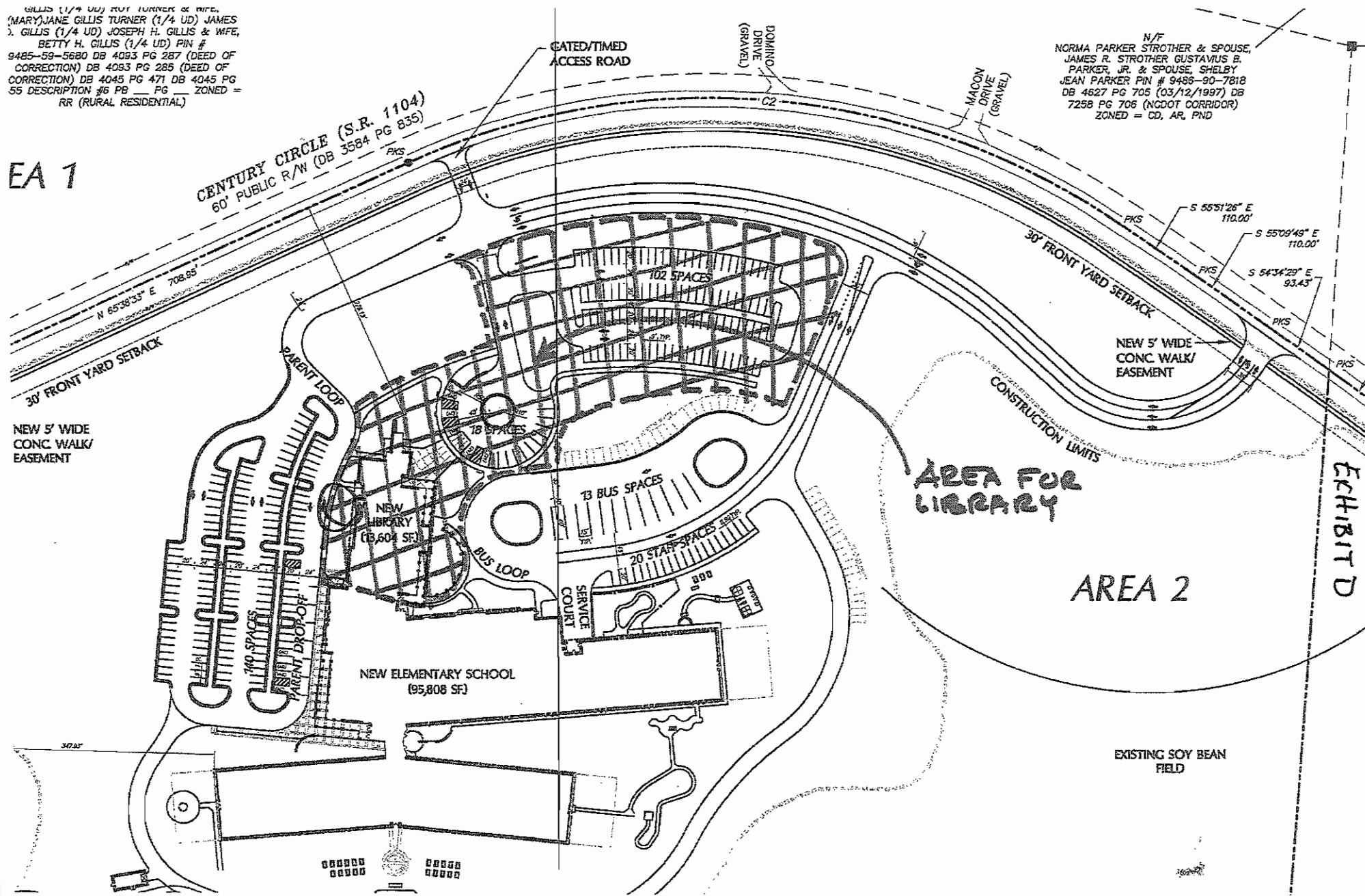
EXHIBIT C

[Copy of Indenture to be attached.]

GILLIS (1/4 UD) ROT TURNER & WIFE,  
 (MARY)JANE GILLIS TURNER (1/4 UD) JAMES  
 J. GILLIS (1/4 UD) JOSEPH H. GILLIS & WIFE,  
 BETTY H. GILLIS (1/4 UD) PIN #  
 9485-59-5680 DB 4083 PG 287 (DEED OF  
 CORRECTION) DB 4083 PG 285 (DEED OF  
 CORRECTION) DB 4045 PG 471 DB 4045 PG  
 55 DESCRIPTION #6 PB PG ZONED =  
 RR (RURAL RESIDENTIAL)

N/F  
 NORMA PARKER STROTHER & SPOUSE,  
 JAMES R. STROTHER GUSTAVUS B.  
 PARKER, JR. & SPOUSE, SHELBY  
 JEAN PARKER PIN # 9486-90-7818  
 DB 4627 PG 705 (03/12/1997) DB  
 7258 PG 706 (NCDOT CORRIDOR)  
 ZONED = CD, AR, PND

EA 1



J. BREEDEN BLACKWELL  
Chairman

JEANNETTE M. COUNCIL  
Vice Chairman

KENNETH S. EDGE  
JOHN T. HENLEY, JR.  
BILLY R. KING  
EDWARD G. MELVIN  
DIANE WHEATLEY



MARSHA S. FOGLE  
Clerk to the Board

MARIE COLGAN  
Deputy Clerk

**BOARD OF COMMISSIONERS**

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

November 26, 2008

ITEM NO. 5

TO: Board of Commissioners

FROM: Marsha Fogle, Clerk

RE: COMMISSIONERS' REGULAR MEETING DATES FOR 2009

BACKGROUND: Attached is a list of the proposed meeting dates for 2009. Please review.

ACTION: Adopt meeting dates for 2009.

Attached

*Celebrating Our Past...Embracing Our Future*

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

PROPOSED COMMISSIONERS' MEETING DATES  
2009

January 5, 2009, 9:00AM  
January 20, 2009, 6:45PM (Tuesday)

February 2, 2009, 9:00AM  
February 17, 2009, 6:45PM (Tuesday)

March 2, 2009, 9:00AM  
March 16, 2009, 6:45PM

April 6, 2009, 9:00AM  
April 20, 2009, 6:45PM

May 4, 2009, 9:00AM  
May 18, 2009, 6:45PM

June 1, 2009, 9:00AM  
June 15, 2009, 6:45PM

July - NO MEETINGS

August 3, 2009, 9:00AM  
August 17, 2009, 6:45PM

September 8, 2009, 9:00AM (Tuesday)  
September 21, 2009, 6:45PM

October 5, 2009, 9:00AM  
October 19, 2009, 6:45PM

November 2, 2009, 9:00AM  
November 16, 2009, 6:45PM

December 7, 2009, 9:00AM  
December 21, 2009, 6:45PM

Note: All meetings are on Monday except as noted above.

J. BREEDEN BLACKWELL  
Chairman

JEANNETTE M. COUNCIL  
Vice Chairman

KENNETH S. EDGE  
JOHN T. HENLEY, JR.  
BILLY R. KING  
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**BOARD OF COMMISSIONERS**

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(910) 678-7771 • Fax: (910) 678-7770

November 26, 2008

ITEM NO. 6A

**December 1, 2008 Agenda Item**

TO: Board of Commissioners  
FROM: Marie Colgan, Deputy Clerk *MC*  
SUBJECT: Civic Center Commission

The Civic Center Commission will have the following vacancies on 1-1-09:

**Elizabeth Varnedoe** – Completes first term and is eligible for reappointment.  
Ann Mitchell – Completes second term and is not eligible for reappointment. The Civic Center recommends **Olivia Chavis** fill this vacancy.  
Robert Smith – Completes second term and is not eligible for reappointment. The Civic Center recommends **Pat Williford** fill this vacancy.  
Jon Warren – Completes second term and is not eligible for reappointment. The Civic Center Commission recommends **Ramona Moore** fill this vacancy.  
William E. Tew – Completes second term and is not eligible for reappointment. The Civic Center commission recommends **Wayne Beard, Sr.**, fill this vacancy.

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

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

Attachments

pc: CEO – Civic Center

*Celebrating Our Past, . . . Embracing Our Future*



## CROWN CENTER

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### MEMORANDUM

**TO:** CUMBERLAND COUNTY BOARD OF COMMISSIONERS  
**FROM:** BOB SMITH, CHAIRMAN, CIVIC CENTER COMMISSION  
**DATE:** NOVEMBER 25, 2008  
**RE:** BOARD APPOINTMENT RECOMMENDATION

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Please see below the nominations for three year appointments to the Cumberland County Civic Center Commission Board as recommended by the Nominating Committee and confirmed by the full Board.

Olivia Chavis to fill the vacancy left by Ann Mitchell.

Pat Williford to fill the vacancy left by Robert Smith.

Ramona Moore to fill the vacancy left by Jon Warren.

Wayne Beard, Sr. to fill the vacancy left by William E. Tew.

In addition, the Commission would like to make the following reappointment for a three year term:

Elizabeth Varnadoe

Thank you for your consideration of this request.

BS/an

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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>
Alicia S. Chisolm (AA/F) 1855 Cascade Street Fayetteville, NC 28301 488-7820/488-5935(W)	02/07	1 <sup>st</sup>	Jan/10 1/1/10	Yes
Ryan C. Aul (W/M) 163 S. Churchill Drive Fayetteville, NC 28303 487-1000/321-7772 (W)	1/08	1 <sup>st</sup>	Jan/11 1/1/11	Yes
George Turner (W/M) 1012 Cain Road Fayetteville, NC 28303 977-3228, 867-1100/867-2116 (W)	1/08	1 <sup>st</sup>	Jan/11 1/1/11	Yes
Ken Lancaster Lancaster Real Estate 2413 Robeson Street, Unit 1 Fayetteville, NC 28305 323-2181(W)	1/04	2 <sup>nd</sup>	Jan/10 1/1/10	No
Dr. Jack Freeman 203 Chloe Drive Fayetteville, NC 28301 488-4744/672-1797(W)	01/04	2 <sup>nd</sup>	Jan/10 1/1/10	No
Richard L. Player, III (W/M) 2220 Bayview Drive Fayetteville, NC 28305 678-8772/868-2121(W)	12/07	2 <sup>nd</sup>	Jan/11 1/1/11	No
Ralph Spivey (W/M) 3113 Baker Street Fayetteville, NC 28303 867-3201	12/07	2 <sup>nd</sup>	Jan/11 1/1/11	No
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
Floyd L. Shorter (AA/M) 6438 Touchstone Drive Fayetteville, NC 28311 822-6403/222-8915(W)	02/07	1 <sup>st</sup>	Jan/10 1/1/10	Yes
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 822-4458/678-2257	12/07	2 <sup>nd</sup>	Jan/11 1/1/11	No
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	2 <sup>nd</sup>	Jan/10 1/1/10	No

Commissioner Liaisons: Diane Wheatley & Kenneth Edge

Ex Officio Member: James Martin, County Manager

Meetings: 4th Tuesday of the month at 5:30 PM, Coliseum Board Room

Contact: Paul Beard, CEO, Coliseum Complex (or Annette Nunnery – 438-4102/Fax 323-8423)

APPLICANTS FOR  
CIVIC CENTER COMMISSION

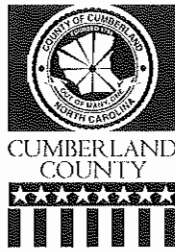
<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCOUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
BEARD SR., WAYNE (W/M) 1514 MIDDLE ROAD EASTOVER, NC 28312 483-9165	SELF EMPLOYED-FARMER RETIRED CC SCHOOL TEACHER	BA
CHAVIS, OLIVIA (B/F) 309 SPRINGBROOKE PLACE FAYETTEVILLE, NC 28305 483-2200/672-2503/672-1201 (W)	UNIVERSITY ADMISTRATOR FSU	MASTERS
FADDIS, JAMES M. (W/M) 1871 WINDLOCK DRIVE FAYETTEVILLE, NC 28304 425-5739/396-6511 (W)	INFO TECH SUPERV. FT. BRAGG	AS – ELECTRONICS TECH AA – GENERAL EDUCATION
FLEMING JR., DR REV JOE (B/M) 7235 RYAN STREET FAYETTEVILLE, NC 28304 339-5648	CHURCH PASTOR CHURCH OF GOD	SOME COLLEGE
HIGHT, ROBERT K. (W/M) 3210 PLAYER AVENUE FAYETTEVILLE, NC 28304 322-2414/484-1151 X620 (W)	TEACHER TERRY SANFORD HS	BA & MA – POLITICAL SCIENCE
INGRAM, JAMES (B/M) PO BOX 87671 FAYETTEVILLE, NC 28304 257-1831/488-8415(W) <b>**SERVES ON THE ADULT CARE HOME COMMUNITY ADVISORY COUNCIL**</b>	EDUCATION ADMIN.	BA/MA/ED.S
JAMES, THEADY E. ( / ) 3523 WORLEY STREET FAYETTEVILLE, NC 28311 339-5312	RETIRED (UNKNOWN)	HS GRAD, 1 YR-FTCC
MACK, DAVID J. (B/M) 5479 LYNBROOK COURT FAYETTEVILLE, NC 28314 867-1214 <b>**SERVES ON THE EQUALIZATION &amp; REVIEW BOARD**</b>	RETIRED	MASTERS – ED.
McLAMB, CHRIS (W/M) 5005 SOUTH RIVER SCHOOL RD WADE, NC 28395 483-0973/(919)716-3039 (W) <b>**SERVES ON THE JUVENILE CRIME PREVENTION COUNCIL**</b>	PROGRAM DIRECTOR NC DEPT OF CORRECTIONS	BA – SOCIOLOGY

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
MERCER, CARLON G. (W/M) 1846 WAYNE LANE FAYETTEVILLE, NC 28304 425-0243/624-4334 (C) <b>**SERVES ON THE STORM WATER ADVISORY BOARD**</b>	RETIRED CC SCHOOLS	HS, CONTINUING EDUC COURSES
MOORE, RAMONA (-/F) 602 PILOT AVENUE FAYETTEVILLE, NC 28303 527-3015/323-0871/323-0111	DIRECTOR OF SALES HOLIDAY INN-BORDEAUX	HS; SALES COURSES
OXENDINE, LAVERN S. (I/M) 2361 WILMINGTON HIGHWAY FAYETTEVILLE, NC 28306-3119 618-3834/739-6624 (W)	PUBLIC RELATIONS; MGT PSYCHIATRIC AND ADDICTION SERVICES FAMILY ALTERNATIVES, INC	MASTERS – SOCIAL WORK
WHEATLEY, DIANE (W/F) 9774 RAMSEY STREET LINDEN, NC 28356 980-0161/728-7126 (C)	NURSE	(NOT LISTED)
WILLIFORD, CARL P. (PAT)(W/M) 951 S. MCPHERSON CHURCH ROAD FAYETTEVILLE, NC 28303 223-0223/484-2168 (W)	CPA WILLIFORD, HIGH & CO.	BS/BA

J. BREEDEN BLACKWELL  
Chairman

JEANNETTE M. COUNCIL  
Vice Chairman

KENNETH S. EDGE  
JOHN T. HENLEY, JR.  
BILLY R. KING  
EDWARD G. MELVIN  
DIANE WHEATLEY



MARSHA S. FOGLE  
Clerk to the Board

MARIE COLGAN  
Deputy Clerk

**BOARD OF COMMISSIONERS**

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ITEM NO. 6B

November 24, 2008

**December 1, 2008 Agenda Item**

TO: Board of Commissioners  
FROM: Marie Colgan, Deputy Clerk *mc*  
SUBJECT: Local Emergency Planning Committee

The Local Emergency Planning Committee will have the following vacancy on November 30, 2008:

Fire Fighting Representative:

Captain Benjamin Major – completing second term. No eligible for reappointment. The Local Emergency Planning Committee has recommended **Assistant Chief Thomas “Mike” Allen** to fill this position.

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

**PROPOSED ACTION:** Make nomination to fill the vacancy.

pc: Kenny Currie, Emergency Services Director

Attachments

*Celebrating Our Past...Embracing Our Future*

11/08

CUMBERLAND COUNTY  
EMERGENCY PLANNING COMMITTEE  
3 Year Term  
(Staggered Terms Initially)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Print and Broadcast Media Representative</u>				
Doug Hewett, Director City of Fayetteville Management Services 433 Hay Street Fayetteville, NC 28301 Phone: 433-1978	8/07	1 <sup>st</sup> full	Aug/10 8/31/10	Yes
Sarah VanderClute CC Public Information Officer P.O. Box 1829 Fayetteville, NC 28302 Phone: 437-1921	8/07	2 <sup>nd</sup>	Aug/10 8/31/10	No
<u>Operators of Facilities Representative</u>				
Catherine Grazioli Safety Manager Hexion Specialty Chemicals 1411 Industrial Drive Fayetteville, NC 28301 485-9269	11/08	1 <sup>st</sup>	Nov/11 11/30/11	Yes
(vacant) Univar, Inc. 420 Worth Street Fayetteville, NC 28304 483-2107/988-2801	9/03	1 <sup>st</sup>	Sept/06 9/30/06	Yes
Joel Blake Dupont 22828 NC Hwy 87W Fayetteville, NC 28306 424-4083/678-1285(W)	4/07	2 <sup>nd</sup>	Dec/09 12/31/09	No
(vacant) Purolator Corp. 3200 Natal Road Fayetteville, NC 28306 423-5691/426-4283(W)	4/07	2 <sup>nd</sup>	Dec/09 12/31/09	No

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Law Enforcement Representative</u>				
Sgt. Erwin Montgomery NC Highway Patrol 2435 Gillespie Street (filling unexpired term) Fayetteville, NC 28306-3053 486-1334	6/08	1 <sup>st</sup>	Sept/09 9/30/09	Yes
Lt. Charles Parker Cumberland Co. Sheriff's Office 131 Dick Street Fayetteville, NC 28301-5750 (filling unexpired term) 677-5412	5/08	1 <sup>st</sup>	Aug/10 8/31/10	Yes
Lt. Charles F. Kimble Fayetteville Police Department 467 Hay Street (filling unexpired term) Fayetteville, NC 28301 433-1850	6/08	1 <sup>st</sup>	Sept/09 9/30/09	Yes
<u>Emergency Management Representative</u>				
Greg Phillips Cumberland County Emergency Services 131 Dick Street Fayetteville, NC 28301 (filling unexpired term) 321-6736	5/08	1 <sup>st</sup>	Sept/10 9/30/10	Yes
<u>Community Group Representative</u>				
Jeffrey Womble Fayetteville State University Office of Public Relations 1200 Murchison Road Fayetteville, NC 28301 Phone:	8/07	2 <sup>nd</sup>	Aug/10 8/31/10	No
<u>Transportation Representative</u>				
David Boyette 466 Baywood Road Fayetteville, NC 28301 485-2439/433-4468(W)/670-0954 (C)	4/07	2 <sup>nd</sup>	Dec/09 12/31/09	No
<u>Health Representative</u>				
Jane Stevens Cumberland County Health Dept. 227 Fountainhead Lane Fayetteville, NC 28301-5417 433-3673(W)/987-2892(Cell)	2/06	1 <sup>st</sup>	Jan/09 1/31/09	Yes

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Hospital Representative</u>				
Steve Schultz Cape Fear Valley Health System P.O. Box 2000 1638 Owen Drive Fayetteville, NC 28302-2000 Phone: 609-6170	9/06	2 <sup>nd</sup>	Sept/09 9/30/09	No
<u>Fire Fighting Representative</u>				
Capt. Benjamin Major Fire/Emergency Management City of Fayetteville 433 Hay Street Fayetteville, NC 28301 433-1730	10/05	2 <sup>nd</sup>	Nov/08 11/30/08	No
<u>First Aid Representative</u>				
Wally Ainsworth Cumberland County EMS 610 Gillespie Street Fayetteville, NC 28306-1544 609-5600	11/07	1 <sup>st</sup>	Nov/10 11/30/10	Yes
<u>At-Large Representative</u>				
Bill Cross 2086 Tailwinds Road Fayetteville, NC 28312 (filling unexpired term) 222/8893/429-4217	6/08	1 <sup>st</sup>	Dec/09 12/31/09	Yes
Dawn O'Donnell 2072 Birchcreeft Drive Fayetteville, NC 28304 425-3619/864-2470(W)	8/07	2 <sup>nd</sup>	Aug/10 8/31/10	No
<u>Local Environmental Representative</u>				
Hughie White NC Dept. of Environment, Health & Natural Resources 225 Green Street, Suite 714 Fayetteville, NC 28301-5043 486-1541	9/06	2 <sup>nd</sup>	Sept/09 9/30/09	No

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Utilities Representative</u>				
John Ezzelle Public Works Commission 955 Old Wilmington Road Fayetteville, NC 28301 223-4116	9/06	1 <sup>st</sup>	Sept/09 9/30/09	Yes
Suzanne Rohrs Attn: Environmental Branch HQ XVIII Airborne Corps Public Works Business Center (filling unexpired term) Fort Bragg, NC 28307 396-7432	6/08	1 <sup>st</sup>	Aug/10 8/31/10	Yes

Ex-Officio Members

Elected Official Representative (Liaison)

Ed Melvin, County Commissioner

Emergency Management

Kenny Currie, Cumberland County Emergency Services

Fayetteville Fire/Emergency Management

Bennie Nichols, Chief, Fayetteville Fire Department

Dale Iman, City Manager

James Martin, County Manager

Contact: Kenny Currie, Director – Emergency Services – x7688 or Gloria Simms

Meets quarterly, 4<sup>th</sup> Thursday in January, April, July & October at 10:00 am – PWC Bldg.



APPLICANTS FOR  
EMERGENCY PLANNING COMMITTEE

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
ANDERSON, LARRY D. (AA/M) 7669 WILKINS DRIVE FAYETTEVILLE, NC 28311 488-6099/396-8991 (W)	PASTOR/NEW CALVARY CHURCH; CHEMICAL BIOLOGICAL, RADIOLOGY DEFENSE INSTRUCTOR/FT. BRAGG	BS – PSYCHOLOGY MPA- ENVIRONMENTAL MANAGEMENT
BURGESS, PAUL F. (??) 5620-C CHASON RIDGE DRIVE FAYETTEVILLE, NC 28314 864-2186	RETIRED MILITARY	AS – BUSINESS MGT AS – CRIMINAL JUSTICE
LEONARD, JOHN (JAY) (W/M) 3999 SANDEROSA ROAD FAYETTEVILLE, NC 28312 483-7873/237-3519 (W)	CAPT-FAY FIRE DEPARTMENT SELF EMPLOYED –JTL SERVICES	HS GRADUATE; STATE OF NC HAZARDOUS MATERIALS SPECIALIST
NEWMAN, RONALD H. (W/M) 1544 ROSSMORE DRIVE FAYETTEVILLE, NC 28314 494-0201	COMPUTER SERVICE TECH SELF-EMPLOYED	BS – BUSINESS MGT. AS – DIGITAL ELECTRONICS
WILLIAMS, ARNOLD (W/M) 1610 HICKORY RIDGE COURT FAYETTEVILLE, NC 28304 864-5152	CONSULTANT RETIRED ARMY	AA – BUSINESS

J. BREEDEN BLACKWELL  
Chairman

JEANNETTE M. COUNCIL  
Vice Chairman

KENNETH S. EDGE  
JOHN T. HENLEY, JR.  
BILLY R. KING  
EDWARD G. MELVIN  
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Deputy Clerk

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ITEM NO. 6C

November 24, 2008

**December 1, 2008 Agenda Item**

TO: Board of Commissioners  
FROM: Marie Colgan, Deputy Clerk *MC*  
SUBJECT: Transportation Advisory Board

The Transportation Advisory Board has the following vacancy:

County Health Director or Designee

The Transportation Advisory Board has recommended that **Terresio Pope** replace the position vacated by Sharon Stanley.

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

**PROPOSED ACTION:** Make nomination to fill the vacancy.

pc: Kristine Wagner, Transportation Program Coordinator  
Planning & Inspections Department

*Celebrating Our Past...Embracing Our Future*

TRANSPORTATION ADVISORY BOARD  
2 Year Term  
(Staggered 2 & 3 Year Terms Initially)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>City of Fayetteville Representative</u>				
Victor Sharpe	11/06	2 <sup>nd</sup>	Nov/08	No
Community Development Director			11/30/08	
City of Fayetteville				
433 Hay Street				
Fayetteville, NC 28301				
433-1601				
<u>Urban Transit Provider Representative</u>				
Vacant (not required by State)				
<u>Mid-Carolina Council of Governments Director or Designee</u>				
Carolyn Tracy	11/07	2 <sup>nd</sup>	Nov/09	No
Mid-Carolina Council of Governments			11/30/09	
P.O. Box 1510				
Fayetteville, North Carolina 28302-1510				
<u>County DSS Director or Designee</u>				
Crystal Black	11/07	2 <sup>nd</sup>	Nov/09	No
Cumberland County DSS			11/30/09	
P.O. Box 2429				
Fayetteville, North Carolina 28302-2429				
<u>DSS Work First Representative</u>				
Ann Farrell	11/07	2 <sup>nd</sup>	Nov/09	No
Cumberland County DSS			11/30/09	
P.O. Box 2429				
Fayetteville, North Carolina 28302-2429				
<u>Workforce Development Center Director or Designee</u>				
Geneva Mixon	11/07	2 <sup>nd</sup>	Nov/09	No
Workforce Development Center			11/30/09	
410 Ray Avenue				
Fayetteville, North Carolina 28301				
<u>Vocational Rehab Representative</u>				
Tammy Jackson	11/08	2 <sup>nd</sup>	Nov/10	No
Vocational Rehab – Independent Living			11/30/10	
1200 Fairmont Court				
Fayetteville, NC 28304				
486-1717				

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Sheltered Workshop Director or Designee</u>				
Betsy Torsell	11/07	1 <sup>st</sup>	Nov/09	Yes
Employment Source			11/30/09	
600 Ames Street				
Fayetteville, NC 28301				
<u>Aging Programs Representative</u>				
Catherine VanSickle	11/07	2 <sup>nd</sup>	Nov/09	No
Cumberland County Coordinating Council On Older Adults			11/30/09	
339 Devers Street				
Fayetteville, North Carolina 28303				
<u>County Mental Health Director or Designee</u>				
William H. Robinson	11/07	1 <sup>st</sup>	Nov/09	Yes
CC Area Mental Health Center			11/30/09	
109 Bradford Avenue				
Fayetteville, North Carolina 28301-5496				
323-0601(W)				
<u>Emergency Medical Services Representative</u>				
Wally Ainsworth	11/06	2 <sup>nd</sup>	Nov/08	No
Cumberland County EMS			11/30/08	
610 Gillespie Street				
Fayetteville, North Carolina 28306				
609-5600 (W)				
<u>County Representative</u>				
Vacant (not required)				
<u>County Planning Department Director or Designee</u>				
Tom Lloyd	11/06	2 <sup>nd</sup>	Nov/08	No
Cumberland County Planning Department			11/30/08	
P.O. Box 1829				
Fayetteville, North Carolina 28302-1829				
<u>County Health Director or Designee</u>				
(vacant)	11/05	2 <sup>nd</sup>	Nov/07	No
Cumberland County Health Dept.			11/30/07	
227 Fountainhead Lane				
Fayetteville, North Carolina 28301				

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>At-Large Representatives</u>				
Charles Luther, Jr. LaFayette Council of the Blind 1509 Cardiff Drive Fayetteville, NC 28304 867-5554	11/08	2 <sup>nd</sup>	Nov/10 11/30/10	No
Dianne Grumelot Cumberland County Schools 1014 Gillespie Street Fayetteville, North Carolina 28306 678-2586	11/08	2 <sup>nd</sup>	Nov/10 11/30/10	No
Timothy Joel Strickland Mid-Carolina COG P.O. Drawer 1510 Fayetteville, NC 28302 323-4191, ext. 34(W)	11/08	2 <sup>nd</sup>	Nov/10 11/30/10	No
Ifetayo Farrakhan Dept. of Social Services 1225 Ramsey Street Fayetteville, North Carolina 28301 677-2531	11/08	1 <sup>st</sup>	Nov/10 11/30/10	Yes

\*\*Board was created by the Commissioners on 11/6/00.

Meetings: Second Tuesday in first month of Quarter at 11:00 AM.

Location: Historic Courthouse, Courtroom #3

Contact: Kristine Wagner (Planning & Inspections) x7624, fax # 678-7601

(Terms must expire in November according to Bylaws.)

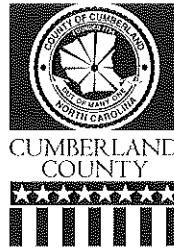
APPLICANTS FOR  
TRANSPORTATION ADVISORY BOARD

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
COLLINS, RICKEY (W/M) 4876 US HWY 3015 HOPE MILLS, NC 28348 425-9990	RETIRED ELECTRICIAN NC	SOME COLLEGE ELEC. LICENSE
COMBS, CECIL P. (- /M) 5501 BIRDIE COURT HOPE MILLS, NC 28348	DEPUTY DIRECTOR, CC PLANNING & INSPECTIONS	BA – HISTORY
MARSHALL, BARBARA SUMMEY (B/F) 7640 WILKINS DRIVE FAYETTEVILLE, NC 28311 488-2615/977-2303 (W)	VOLUNTEER/ADVOCATE RETIRED MILITARY  **SERVES ON BOARD OF HEALTH**	MASTERS - RELIGIOUS EDUCATION
McALLISTER, MEREDITH (B/F) 553 HOLLYBERRY LANE FAYETTEVILLE, NC 28314 867-8564/222-8751 (W)	CERTIFIED PERSONAL FINANCE COUNSELOR - CONSUMER EDUCATION SERVICES	BUSINESS – UNC AT CHAPELL HILL
MITCHELL, SANDRA (B/F) 121 MULLINS AVENUE FAYETTEVILLE, NC 28301 483-2978/323-2732 (W)	BUSINESS OWNER SANDY'S FASHION BOUTIQUE	HS; VOCATIONAL TRNG
OKHOMINA, DR. DON A. (B/M) 494 DUNLOE COURT FAYETTEVILLE, NC 28311 868-1618/672-2148 (W)	ASST PROFESSOR OF MANAGEMENT - FSU	BS – BUSINESS ADMIN MBA, PHD – MGT.
PITTMAN, RONALD (WM) 813 KATIE STREET FAYETTEVILLE, NC 28306 485-1230/624-0754	REALTOR/BROKER	NOT LISTED
POPE, TERRESIO (B/F) 414 DURANT DRIVE FAYETTEVILLE, NC 28304 339-0560/433-3898 (W)	REGISTERED NURSE CC HEALTH DEPT.	AS – NURSING
SANTIAGO, JOSEPH (B/M) 7935 LESTER DRIVE FAYETTEVILLE, NC 28311-7420 213-5345/670-4143 (W)	PAINT & BODY RESTORATION BULLY BREED CUSTOM PAINT & BODY	NOT LISTED
THOMAS, ADOLPHUS (B/M) 9428 GOODEN DRIVE FAYETTEVILLE, NC 28314 867-0249/433-1935 (W)	COMMUNITY RELATIONS SPEC. CITY OF FAYETTEVILLE	BA – SOCIOLOGY

J. BREEDEN BLACKWELL  
Chairman

JEANNETTE M. COUNCIL  
Vice Chairman

KENNETH S. EDGE  
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BILLY R. KING  
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ITEM NO. 7A

November 18, 2008

**December 1, 2008 Agenda Item**

TO: Board of Commissioners  
FROM: Marie Colgan, Deputy Clerk *MC*  
SUBJECT: Adult Care Home Community Advisory Committee

BACKGROUND: On November 17, 2008, the Board of Commissioners nominated the following to fill two vacancies on the Adult Care Home Community Advisory Committee:

**Sandra Ebron** (new appointment)  
**Cassandra Haire** (new appointment)

I have attached the current membership list for this committee.

**PROPOSED ACTION: Appoint the above two (2) vacancies.**

Attachment

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

*Celebrating Our Past...Embracing Our Future*

ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE  
Initial Appointment 1 Year/Subsequent Term 3 Years

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Marian J. Hackett (B /F) 4184 Ferncreek Drive Fayetteville, NC 28314 323-3060/672-2129	4/08	Initial	Apr/09 4/30/09	Yes
Toney Edwards (B/M) 3622 Clearwater Drive Fayetteville, NC 28311 822-4261/864-6262	04/08	Initial	Apr/09 4/30/09	Yes
Mary Ann Brown-Jackson 1959B James Hamner Way Fayetteville, NC 28311 822-1311/893-8151 x330 (W)	1/06	1 <sup>st</sup>	Jan/09 1/31/09	Yes
Rev. Nanette Tomlinson-Knoell (W/F) 609 Tallstone Drive Fayetteville, NC 28311 339-2201/489-2198(W)	02/08	Initial	Feb/09 2/28/09	Yes
Herma Jean Bradley ( /F) 714 Topeka Street Fayetteville, NC 28301 822-3689	6/06	1 <sup>st</sup>	June/09 6/30/09	Yes
Mexie Fields ( /F) 1815 Primrose Drive Fayetteville, NC 28301 488-8432	1/06	1 <sup>st</sup>	Jan/10 1/31/10	Yes
Yvonne Booth (B/F) 4568 Turquoise Road Fayetteville, NC 28311 488-7260	8/08	Initial	Aug/09 8/31/09	Yes
Brenda Douglas (B/F) 6109 Garden Court Fayetteville, NC 28311 717/0123/677-2965 (W)	5/08	Initial	May/09 5/31/09	Yes



Adult Care Home Community Advisory Committee, page 2

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Dell Caramanno (W/F) 5578 Quietwood Place Fayetteville, NC 28304 423-2622	4/08	Initial	Apr/09 4/30/09	Yes
Stephanie Hodges (W/F) 3424 Harrisburg Road Fayetteville, NC 28306 429-9300/584-0358 (C)	10/06	1 <sup>st</sup>	Nov/09 11/30/09	Yes
Wynella A. Myers (B/F) 706 Sarazan Drive Fayetteville, NC 28303 822-5526/273-8483 (C)	8/07	1 <sup>st</sup>	Aug/10 8/31/10	Yes
Janet Pelley 18 Adams Street Ft. Bragg, NC 28307 497-4947	4/06	2 <sup>nd</sup>	April/09 4/30/09	No
John Poulos (W/M) 3025 Brechin Road Fayetteville, NC 28303 867-2622/424-4242(W)	6/06	2 <sup>nd</sup>	June/09 6/30/09	No
Teresa R. McNeill (B/F) 3518 Pickerel Street Fayetteville, NC 28306 480-0313/483-3648, Ext. 1109 (W)	2/08	1 <sup>st</sup>	Feb/11 2/28/11	Yes
Dr. Claudett Tompkins (B/F) 260 Old Farm Road Fayetteville, NC 28314 864-5336/424-4797(W)	9/06	2 <sup>nd</sup>	Aug/09 8/31/09	No
Kim Howard (_/F) 6018 Lakaway Drive Fayetteville, NC 28306 308-5974	4/08	1 <sup>st</sup>	Apr/11 4/30/11	Yes

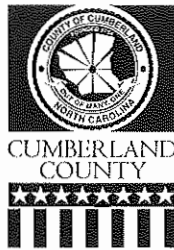
CONTACT: Andrea Wright-Valdez, Regional Ombudsman, Mid-Carolina Area Agency on Aging,  
P. O. Box 1510, Fayetteville, NC 28302. Phone: 323-4191, x 25, fax # 323-9330

MEETINGS: Quarterly: March, June, September, December 3<sup>rd</sup> Thursday of Particular Month,  
10:00 AM, Blue Street Senior Center

J. BREEDEN BLACKWELL  
Chairman

JEANNETTE M. COUNCIL  
Vice Chairman

KENNETH S. EDGE  
JOHN T. HENLEY, JR.  
BILLY R. KING  
EDWARD G. MELVIN  
DIANE WHEATLEY



MARSHA S. FOGLE  
Clerk to the Board

MARIE COLGAN  
Deputy Clerk

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ITEM NO. 7B

November 18, 2008

**December 1, 2008 Agenda Item**

TO: Board of Commissioners  
FROM: Marie Colgan, Deputy Clerk *MC*  
SUBJECT: Board of Health

**BACKGROUND:** On November 17, 2008, the Board of Commissioners nominated the following to fill three vacancies on the Board of Health:

General Public Representative: **Rev. Dr. Cureton L. Johnson**  
(reappointment)

Pharmacist: **Tom Nicholson** (reappointment)

Physician: **Dr. Cynthia Norris** (reappointment)

I have attached the current membership list for this board.

**PROPOSED ACTION:** **Appoint the above three (3) vacancies.**

Attachment

pc: Wayne Raynor, Health Director

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BOARD OF HEALTH  
3 Year Term

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Veterinarian</u>				
Dr. Ennis V. Williams (B/M) 4617 Bent Grass Drive Fayetteville, NC 28312 867-2248/578-1877(W)	01/07	1 <sup>st</sup>	Dec/09 12/31/09	No
(already served a term as a General Public Rep)				
<u>Physician</u>				
Dr. Cynthia Norris (W/F) 6525 Windy Creek Way Fayetteville, NC 28306 429-3258/323-9111 (W)	06/07	1 <sup>st</sup>	Dec/08 12/31/08	Yes
(filling unexpired term)				
<u>Dentist</u>				
Dr. Walter S. Scott, III (B/M) 686 Stockbridge Court Fayetteville, NC 28311 811-3543/323-3133(W)	01/07	1 <sup>st</sup>	Dec/09 12/31/09	Yes
<u>Registered Nurse</u>				
Kim S. McDonald (W/F) VA Medical Center 2300 Ramsey Street Fayetteville, NC 28311 822-9703/482-5262(W)	01/07	1 <sup>st</sup>	Dec/09 12/31/09	Yes
<u>Optometrist</u>				
Barbara Ciampa (W/F) 3006 Metthame Drive Fayetteville, NC 28306 648-0680/484-7139(W)	12/07	1 <sup>st</sup>	Dec/10 12/31/10	Yes
<u>Pharmacist</u>				
Tom Nicholson (W/M) 274 Saint Johns Wood Fayetteville, NC 28303 485-1059/609-6839	4/08	1 <sup>st</sup>	Dec/08 12/31/08	Yes
filling unexpired term				
<u>Engineer</u>				
Jimmy Kizer (W/M) 214 Woodcrest Road Fayetteville, NC 28305 484-0508/484-5191(W)	12/07	1 <sup>st</sup>	Dec/10 12/31/10	Yes

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>General Public Reps.</u>				
Rev. Dr. Cureton L. Johnson (AA/M) 1909 Bellemeade Road Fayetteville, NC 28303 485-3025/483-6505(W)	12/05	1st	Dec/08 12/31/08	Yes
Barbara S. Marshall (B/F) 7640 Wilkins Drive Fayetteville, NC 28311 488-2615/977-2303 (W)	01/07	1 <sup>st</sup>	Dec/09 12/31/09	Yes
Carol E. Schaeffer (W/F) 809 Camwheel Drive Hope Mills, NC 28348 223-3030/483-1437 (W)	01/07	1 <sup>st</sup>	Dec/09 12/31/09	Yes

COMMISSIONER LIAISON: John Henley

Contact: Wayne Raynor, Health Director  
Tracy Gurganus, Secretary  
Phone: 433-3721  
Fax: 433-3659

Meetings: 3rd Tuesday of the month 6:00 PM, Board Room, Health Department (July and August meetings take place only if desired)

J. BREEEDEN BLACKWELL  
Chairman

JEANNETTE M. COUNCIL  
Vice Chairman

KENNETH S. EDGE  
JOHN T. HENLEY, JR.  
BILLY R. KING  
EDWARD G. MELVIN  
DIANE WHEATLEY



MARSHA S. FOGLE  
Clerk to the Board

MARIE COLGAN  
Deputy Clerk

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ITEM NO. 7C

November 18, 2008

**December 1, 2008 Agenda Item**

TO: Board of Commissioners  
FROM: Marie Colgan, Deputy Clerk *MC*  
SUBJECT: Fayetteville Area Convention & Visitors Bureau

BACKGROUND: On November 17, 2008, the Board of Commissioners nominated the following to fill two vacancies on the Fayetteville Area Convention & Visitors Bureau:

Hotels/Motels Under 100 Rooms Representative: **Dan Roberts** (new appointment)

Hotels/Motels Over 100 Rooms Representative: **Chintan Patel** (new appointment)

I have attached the current membership list for this Board.

**PROPOSED ACTION:** Appoint the above two (2) vacancies.

Attachment

pc: John Meroski, FACVB

*Celebrating Our Past...Embracing Our Future*

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

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Hotel/Motels under 100 rooms Representatives:</u>				
Chintan Patel (I/M)	08/06	1 <sup>st</sup>	Dec/08	Yes
Knight's Inn 2848 Bragg Boulevard Fayetteville, NC 28303 485-4163/978-8504(W)	(to fill unexpired term)		12/31/08	
John Keefe (W/M)	12/07	2 <sup>nd</sup>	Dec/10	No
5833 Woodhaven Circle Fayetteville, NC 28311 488-4165/309-6542(W)			12/31/10	
<u>Hotel/Motel over 100 rooms Representatives:</u>				
Cameron Stout (W/M)	01/06	1 <sup>st</sup>	Dec/08	Yes
1131 Longleaf Drive Fayetteville, NC 28305 323-5515/484-2662(W)/323-0111(Holiday Inn)			12/31/08	
Charles R. Wellons, II (W/M)	12/07	2 <sup>nd</sup>	Dec/10	No
174 Ellerslie Fayetteville, NC 28303 864-4893/436-3131(W)			12/31/10	
<u>At Large</u>				
John Mitchell (B/M)	8/06	2 <sup>nd</sup>	June/09	No
5901 Panelway Place Fayetteville, NC 28304 424-8381/624-2591(cell)			6/30/09	

Representative, Hotel/Motel with meeting space in excess of 6,000 square feet

Board of Directors Appointee:

Vacant

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

Board of Directors Appointee:

Subodh Thakur 7/97

Villager Lodge and Shangri La Motel

521 Ramsey Street

Fayetteville, NC 28301-4911

483-2621(W)

Chamber of Commerce Representative:

Henry Holt

Holt Oil

P. O. Box 53157

Fayetteville, NC 28303

Commissioner Liaison – Commissioner Diane Wheatley

Ex-officio Members:

James Martin, County Manager

Rick Reno, CEO, Coliseum Complex Manager

Dale Iman, City Manager

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

Meetings: Second Thursday of every other month (starting in January) at 12:00 pm – Wellington's @ Holiday Inn - Bordeaux.

J. BREEDEN BLACKWELL  
Chairman

JEANNETTE M. COUNCIL  
Vice Chairman

KENNETH S. EDGE  
JOHN T. HENLEY, JR.  
BILLY R. KING  
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ITEM NO. 7D

November 18, 2008

**December 1, 2008 Agenda Item**

TO: Board of Commissioners  
FROM: Marie Colgan, Deputy Clerk *MC*  
SUBJECT: Human Relations Commission

BACKGROUND: On November 17, 2008, the Board of Commissioners nominated the following to fill one vacancy on the Human Relations Commission:

**Elvin McNeill** (new appointment)

I have attached the current membership list for this commission.

**PROPOSED ACTION: Appoint the above vacancy.**

Attachment

pc: Ron McElrath  
City of Fayetteville – Human Relations Director

*Celebrating Our Past...Embracing Our Future*



HUMAN RELATIONS COMMISSION  
(County Commissioner Appointees)  
 2Year Term

Name/Address	Date Appointed	Term	Expires	Eligible for Reappointment
Cornelius Williams (B/M) 1327 Four Wood Drive Fayetteville, NC 28312 484-5044	11/06	1 <sup>st</sup>	Nov/09 11/01/09	Yes
Zeandrew Farrow 403 Virginia Avenue Spring Lake, NC 28390 257-8570 (Cell)	10/06	2 <sup>nd</sup>	Nov/08 11/01/08	No
Lynette Hill Gardner (B/F) 1530 Rosebud Drive Fayetteville, NC 28311 488-6098/822-9963(W)	6/07	2 <sup>nd</sup>	July/09 07/01/09	No
Denise Giles(W/F) 1062 Center Street Fayetteville, NC 28306 485-8079/826-2454, ext.22(W)	6/07	2 <sup>nd</sup>	July/09 07/01/09	No

Contact: Ronald McElrath – 433-1605 – Fax # 433-1535  
 Human Relations Director  
 City of Fayetteville

Meetings: 2<sup>nd</sup> Thursday of every month – 5:30 pm  
 City Hall – Lafayette Room

J. BREEDEN BLACKWELL  
Chairman

JEANNETTE M. COUNCIL  
Vice Chairman

KENNETH S. EDGE  
JOHN T. HENLEY, JR.  
BILLY R. KING  
EDWARD G. MELVIN  
DIANE WHEATLEY



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Clerk to the Board

MARIE COLGAN  
Deputy Clerk

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ITEM NO. 7E

November 18, 2008

**December 1, 2008 Agenda Item**

TO: Board of Commissioners

FROM: Marie Colgan, Deputy Clerk *MC*

SUBJECT: Mental Health Board

BACKGROUND: On November 17, 2008, the Board of Commissioners nominated the following to fill two vacancies on the Mental Health Board:

Mental Health Rep from a Citizens Organization or Primary Consumer: **Luis Collazo**  
(reappointment)

Professional Rep (Psychology, Social Work, Nursing, Religion): **Rev. Floyd Johnson, Jr.**  
(reappointment)

I have attached a current membership list for this board.

**PROPOSED ACTION: Appoint the above two (2) vacancies.**

Attachment

pc: Hank Debnam, Mental Health Department

*Celebrating Our Past...Embracing Our Future*

**MENTAL HEALTH BOARD** 8/08  
 (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. Zane Walsh, Jr. (B/M) 2810 Huntington Road Fayetteville, NC 28303 484-3436/323-9010 (W)	8/08	1 <sup>st</sup>	Dec/09 12/31/09	Yes
(serving unexpired term, eligible for 2 additional full terms)				
<u>Individual with Financial Expertise</u>				
Christopher Bostock (M) 424 Kingsford Road Fayetteville, NC 28314 864-6501/486-0415(W)	12/06	1 <sup>st</sup>	Dec/09 12/31/09	Yes
Willie Cooper, Jr. (B/M) 5599 Ashgrove Drive Fayetteville, NC 28311 488-4037/829-9873 (W)	12/06	1 <sup>st</sup>	Dec/09 12/31/09	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	1 <sup>st</sup>	Dec/08 12/31/08	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 <sup>nd</sup>	Dec/09 12/31/09	No
<u>Drug Abuse Rep. (Family Consumer)</u>				
William H. McDougal (B/M) 661 Country Club Road Fayetteville, NC 28301 488-7311	12/07	2 <sup>nd</sup>	Dec/10 12/31/10	No
<u>Developmental Disabilities (Family Consumer)</u>				
Annie A. Owens (B/F) 186 Wolfpoint Drive Fayetteville, NC 28311 488-2028/483-0153 (W)	08/08	1 <sup>st</sup>	June/10 6/30/10	Yes
(serving unexpired term)				

Mental Health Board – page 2

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<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) Mental Health Board, Page 2	1/06	1 <sup>st</sup> full	Dec/09 12/31/09	Yes
<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	1 <sup>st</sup>	Dec/08 12/31/08	Yes
<u>Mental Health Rep. (Family Consumer)</u>				
Albert Bleakley (W/M) 3018 Ravenhill Drive Fayetteville, NC 28303 484-9406	12/04	2 <sup>nd</sup>	Dec/08 12/31/08	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	1 <sup>st</sup>	Dec/09 12/31/09	Yes
<u>Alcoholism, Primary Consumer, Presently in Recovery</u>				
Nathan Taylor (B/M) 6819 Mangrove Drive Fayetteville, NC 28314 864-8742	11/04	2 <sup>nd</sup>	Dec/08 12/31/08	No
<u>Individual with Management or Business Expertise</u>				
Liliana C. Parker (W//H/F) PO Box 58064 Fayetteville, NC 28305 433-0791/551-4611 (W)	11-07 filling unexpired term	1 <sup>st</sup>	Dec/09 12/31/09	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 <sup>nd</sup>	Dec/09 12/31/09	No

Mental Health Board, page 3

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<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 <sup>st</sup>	Dec/09 12/31/09	Yes
<u>Openly Declared Consumer with Mental Illness</u>				
Nancy Capps (I/F) 1343 Devonshire Drive Fayetteville, NC 28304	12/02	2 <sup>nd</sup>	Dec/09 12/31/09	No

County Commissioner (2)\* (Voting Members) - Billy R. King and Ed Melvin  
Contact: Hank Debnam, Mental Health Director, Ph # 222-6126, Fax # 323-0096  
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.\*
- Board terms changed to 3 year terms as of 6-06

J. BREENEN BLACKWELL  
Chairman

JEANNETTE M. COUNCIL  
Vice Chairman

KENNETH S. EDGE  
JOHN T. HENLEY, JR.  
BILLY R. KING  
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DIANE WHEATLEY



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Clerk to the Board

MARIE COLGAN  
Deputy Clerk

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ITEM NO. 7F

November 18, 2008

**December 1, 2008 Agenda Item**

TO: Board of Commissioners  
FROM: Marie Colgan, Deputy Clerk *MC*  
SUBJECT: Minimum Housing Appeals Board

**BACKGROUND:** On November 17, 2008, the Board of Commissioners nominated the following to fill one vacancy on the Minimum Housing Appeals Board.

**Alternate Members:** **Louis King** (reappointment)

I have attached the current membership list for this Board.

**PROPOSED ACTION:** **Appoint the above vacancy.**

Attachment

pc: Carol Post, Planning/Inspections Department

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MINIMUM HOUSING APPEALS BOARD  
3 Year Staggered Terms

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Charles Lewis (B/M) PO Box 58583 Fayetteville, NC 28305-8583 238-2351/554-8298 (C)	10/07	1 <sup>st</sup>	Oct/10 10/31/10	Yes
I. J. McNeil(B/M) 821 Oakcrest Drive Fayetteville, NC 28301 822-3152/489-1119 (C)	10/06	2 <sup>nd</sup>	Oct/09 10/31/09	No
Linda J. Miller 5815 Cherrystone Drive Fayetteville, NC 28311 480-0063/822-7923 (W)/987-0289 (C)	10/07	1 <sup>st</sup>	Oct/10 10/31/10	Yes
Clyde V. Vaughan (W/M) 126 West Circle Court Fayetteville, NC 28301 822-4362	10/08	2 <sup>nd</sup>	Oct/11 10/31/11	No
John Williams (B/M) 7712 Guinevere Court Fayetteville, NC 28314 864-9536/875-5081(W)/476-2388 (C)	11/08	2 <sup>nd</sup>	Nov/11 11/30/11	No
<b><u>(Alternate Members)</u></b>				
Clayton O. Burris, Jr. (W/M) 2026 Forest Hills Drive Fayetteville, NC 28303 822-2800	10/07	1 <sup>st</sup>	Oct/10 10/31/10	Yes
Deborah Ann Dantzler (B/F) 421 Old Farm Road Fayetteville, NC 28314 487-2548/488-2120, ext. 7494(W)/308-2159 (C)	12/07	2 <sup>nd</sup>	Dec/10 12/31/10	No
Leesa Jensen (W/F) 719 Ashfield Drive Fayetteville, NC 28311 630-0253/433-1695 (W)	10/07	1 <sup>st</sup>	Oct/10 10/31/10	Yes

Minimum Housing Appeals Board, Page 2

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Louis L. King (W/M) 1004 Greenhouse Drive Hope Mills, NC 28348 425-3732/797-0260 (C)	12/05	1 <sup>st</sup>	Dec/08 12/31/08	Yes
Geri T. Hasapis ( -/F) 356 Edinburg Drive Fayetteville, NC 28303 864-7433/497-8830	10/08	1 <sup>st</sup>	Oct/11 10/31/11	Yes

Meetings: Quarterly - Second Tuesday of the first month of each quarter per calendar year -  
(January, April, July, October)  
Old Courthouse, 130 Gillespie St., 6:30 PM

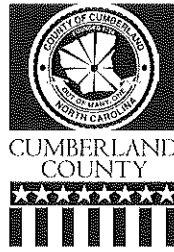
Contact: Carol M. Post, 321-6640, Planning and Inspections Department  
Cell: 261-7745 (after 5 pm on the day of the meeting)



J. BREEDEN BLACKWELL  
Chairman

JEANNETTE M. COUNCIL  
Vice Chairman

KENNETH S. EDGE  
JOHN T. HENLEY, JR.  
BILLY R. KING  
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ITEM NO. 76

November 18, 2008

**December 1, 2008 Agenda Item**

TO: Board of Commissioners  
FROM: Marie Colgan, Deputy Clerk *MC*  
SUBJECT: Nursing Home Advisory Board

BACKGROUND: On November 17, 2008, the Board of Commissioners nominated the following to fill one vacancy on the Nursing Home Advisory Board:

**Marilyn Homer** (new appointment)

I have attached the current membership list for this board.

**PROPOSED ACTION: Appoint the above vacancy.**

Attachment

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

*Celebrating Our Past... Embracing Our Future*

NURSING HOME ADVISORY BOARD  
3 Year Term  
(Initial Appointment One Year)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Mandella Edwards ( /F) 7076 Candlewood Drive Fayetteville, NC 28314 429-0790(H)	4/07	1 <sup>st</sup>	April/10 4/30/10	Yes
Tom Lloyd (W/M) 1306 Berkshire Road Fayetteville, NC 28305 574-3177/678-7618(W)	8/08	1 <sup>st</sup>	Aug/11 8/31/11	Yes
Martha McKoy P.O. Box 42152 Fayetteville, NC 28309 423-0771	9/08	2 <sup>nd</sup>	Sept/11 9/30/11	No
Dr. John Briggs (W/M) 2910 Hybart Street Fayetteville, NC 28303 867-1493	2/08	Initial	Feb/09 2/28/09	Yes
William R. Nichols(W/M) 1240 Magnolia Church Road Stedman, NC 28391 483-3934/433-1924(W)	2/07	1 <sup>st</sup>	Feb/10 2/28/10	Yes
Hervenna Pannell (B/F) 1821 Eichelberger Drive Fayetteville, NC 28303 822-8516/907-9355(W)	2/06	1 <sup>st</sup>	Feb/09 2/28/09	Yes
Clyde E. Hammond (W/M) 1802 Flintshire Road Fayetteville, NC 28304 425-2774	08/08	1 <sup>st</sup>	Aug/11 8/31/11	Yes
Teresa Rena McNeill (B/F) 3518 Pickerel Street Fayetteville, NC 28306 480-0313/483-3648 x2226 (W)	8/08	1 <sup>st</sup>	Aug/11 8/31/11	Yes
Toney Edwards (B/M) 3622 Clearwater Drive Fayetteville, NC 28311 822-4261/864-6262	1/08	Initial	Jan /09 1/31/09	Yes

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Stephanie Hodges (W/F) 3424 Harrisburg Road Fayetteville, NC 28306 429-9300/292-5651 (C)	6/08	1 <sup>st</sup>	June/11 6/30/11	Yes
Lora L. Watson 1516 Chedington Road Hope Mills, NC 28348 485-3558/824-0993	4/07	2 <sup>nd</sup>	April/10 4/30/10	No

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

Quarterly, (March, June, September & December) at 1:00 PM on the 3<sup>rd</sup> Thursday - at various nursing homes in the county.

J. BREEDEN BLACKWELL  
Chairman

JEANNETTE M. COUNCIL  
Vice Chairman

KENNETH S. EDGE  
JOHN T. HENLEY, JR.  
BILLY R. KING  
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MARSHA S. FOGLE  
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MARIE COLGAN  
Deputy Clerk

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ITEM NO. 7H

November 18, 2008

**December 1, 2008 Agenda Item**

TO: Board of Commissioners  
FROM: Marie Colgan, Deputy Clerk *MC*  
SUBJECT: Transportation Advisory Board

BACKGROUND: On November 17, 2008 the Board of Commissioners nominated the following to fill two vacancies on the Transportation Advisory Board:

City of Fayetteville Representatives:  
**Adolphus Thomas** (new appointment)

County Planning Department Director or Designee:  
**Cecil Combs** (new appointment)

I have attached a current membership list for this board.

**PROPOSED ACTION: Appoint the above two (2) vacancies.**

Attachment

pc: Kristine Wagner, Transportation Program Coordinator

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TRANSPORTATION ADVISORY BOARD  
2 Year Term  
(Staggered 2 & 3 Year Terms Initially)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>City of Fayetteville Representative</u>				
Victor Sharpe Community Development Director City of Fayetteville 433 Hay Street Fayetteville, NC 28301 433-1601	11/06	2 <sup>nd</sup>	Nov/08 11/30/08	No
<u>Urban Transit Provider Representative</u>				
Vacant (not required by State)				
<u>Mid-Carolina Council of Governments Director or Designee</u>				
Carolyn Tracy Mid-Carolina Council of Governments P.O. Box 1510 Fayetteville, North Carolina 28302-1510	11/07	2 <sup>nd</sup>	Nov/09 11/30/09	No
<u>County DSS Director or Designee</u>				
Crystal Black Cumberland County DSS P.O. Box 2429 Fayetteville, North Carolina 28302-2429	11/07	2 <sup>nd</sup>	Nov/09 11/30/09	No
<u>DSS Work First Representative</u>				
Ann Farrell Cumberland County DSS P.O. Box 2429 Fayetteville, North Carolina 28302-2429	11/07	2 <sup>nd</sup>	Nov/09 11/30/09	No
<u>Workforce Development Center Director or Designee</u>				
Geneva Mixon Workforce Development Center 410 Ray Avenue Fayetteville, North Carolina 28301	11/07	2 <sup>nd</sup>	Nov/09 11/30/09	No
<u>Vocational Rehab Representative</u>				
Tammy Jackson Vocational Rehab – Independent Living 1200 Fairmont Court Fayetteville, NC 28304 486-1717	11/08	2 <sup>nd</sup>	Nov/10 11/30/10	No

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Sheltered Workshop Director or Designee</u>				
Betsy Torsell	11/07	1 <sup>st</sup>	Nov/09	Yes
Employment Source			11/30/09	
600 Ames Street				
Fayetteville, NC 28301				
<u>Aging Programs Representative</u>				
Catherine VanSickle	11/07	2 <sup>nd</sup>	Nov/09	No
Cumberland County Coordinating Council On Older Adults			11/30/09	
339 Devers Street				
Fayetteville, North Carolina 28303				
<u>County Mental Health Director or Designee</u>				
William H. Robinson	11/07	1 <sup>st</sup>	Nov/09	Yes
CC Area Mental Health Center			11/30/09	
109 Bradford Avenue				
Fayetteville, North Carolina 28301-5496				
323-0601(W)				
<u>Emergency Medical Services Representative</u>				
Wally Ainsworth	11/06	2 <sup>nd</sup>	Nov/08	No
Cumberland County EMS			11/30/08	
610 Gillespie Street				
Fayetteville, North Carolina 28306				
609-5600 (W)				
<u>County Representative</u>				
Vacant (not required)				
<u>County Planning Department Director or Designee</u>				
Tom Lloyd	11/06	2 <sup>nd</sup>	Nov/08	No
Cumberland County Planning Department			11/30/08	
P.O. Box 1829				
Fayetteville, North Carolina 28302-1829				
<u>County Health Director or Designee</u>				
Sharon Stanley	11/05	2 <sup>nd</sup>	Nov/07	No
Cumberland County Health Dept.			11/30/07	
227 Fountainhead Lane				
Fayetteville, North Carolina 28301				

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>At-Large Representatives</u>				
Charles Luther, Jr. LaFayette Council of the Blind 1509 Cardiff Drive Fayetteville, NC 28304 867-5554	11/08	2 <sup>nd</sup>	Nov/10 11/30/10	No
Dianne Grumelot Cumberland County Schools 1014 Gillespie Street Fayetteville, North Carolina 28306 678-2586	11/08	2 <sup>nd</sup>	Nov/10 11/30/10	No
Timothy Joel Strickland Mid-Carolina COG P.O. Drawer 1510 Fayetteville, NC 28302 323-4191, ext. 34(W)	11/08	2 <sup>nd</sup>	Nov/10 11/30/10	No
Ifetayo Farrakhan Dept. of Social Services 1225 Ramsey Street Fayetteville, North Carolina 28301 677-2531	11/08	1 <sup>st</sup>	Nov/10 11/30/10	Yes

\*\*Board was created by the Commissioners on 11/6/00.

Meetings: Second Tuesday in first month of Quarter at 11:00 AM.

Location: Historic Courthouse, Courtroom #3

Contact: Kristine Wagner (Planning & Inspections) x7624, fax # 678-7601

(Terms must expire in November according to Bylaws.)