

CUMBERLAND COUNTY BOARD OF COMMISSIONERS
MAY 2, 2011 – 9:00 AM
117 DICK STREET, 1ST FLOOR, ROOM 118
REGULAR MEETING
MINUTES

PRESENT: Chairman Kenneth Edge
Commissioner Jeannette Council
Commissioner Charles Evans
Commissioner Marshall Faircloth
Commissioner Jimmy Keefe
Commissioner Billy King
Commissioner Ed Melvin
James Martin, County Manager
Amy Cannon, Assistant County Manager
James Lawson, Assistant County Manager
Rick Moorefield, County Attorney
Sally Shutt, Communications Manager
Kennie Currie, Director of Emergency Services
Doug Peters, President-Fayetteville Cumberland Co. Chamber
Marie Colgan, Clerk to the Board
Candice White, Deputy Clerk to the Board

INVOCATION Commissioner Marshall Faircloth

Minister:

Pledge of Allegiance

Storm Recovery Update from Kenny Currie

Chairman Edge called on Kennie Currie, the Director of Emergency Services for an update on the storm recovery and Mr. Currie provided the following details:

Preliminary Damage Assessment

The tornados on April 16 damaged 945 homes (287 homes were destroyed, 348 had minor to moderate damage, 310 had major damage and 40 commercial structures were severely damaged or destroyed).

We are estimating damages in excess of \$100 million in Cumberland County.

State Emergency Management conducted a preliminary damage assessment on April 17, Code Enforcement on April 19 and FEMA started its Individual Assistance preliminary damage assessment on April 19.

Response Efforts

On April 16, the City and County activated a joint EOC in the basement of the Law Enforcement Center. The scope of city and county efforts were as follows:

- The Fayetteville Police Department had between 40 to 60 officers on scene in damaged areas of the city without losing patrol zone officers until closing their command posts on April 25. The Police Department has continued to assign additional officers to the storm ravaged areas for security purposes.
- The Fayetteville Fire Department had 301 firefighters and command staff on scene and cleared all damaged residences in 22 hours (primary and secondary).
- 11 County Fire Departments responded.
- The Fayetteville Transit Department had 20 employees working shuttling victims to shelters.
- The Fayetteville Street Maintenance Division had 49 employees working clearing roads in damaged areas. Streets were clear and passable within 28 hours.
- At 5:15 p.m. on April 16, we activated the Cumberland County Community Emergency Response Team that set up a temporary shelter at the Jesus Christ of Latter Day Saints Church near the intersection of Morganton Road and Reilly Road. The team responded with 11 members. The shelter closed at 8:15 p.m. that night, and two storm victims were transported to the 71st High School Shelter.
- More than 90 people stayed in emergency shelters. The Westover Recreation Center was the last to close on April 27.
- The Cumberland County Public Health Department had 47 personnel working at shelters, the EOC and the Disaster Recovery Center. They administered 115 tetanus shots.
- The Cumberland County Mental Health Authority had 35 personnel working in 8-hour shifts at the shelters.
- The Department of Social Services had 92 personnel working at the shelters and in the EOC. Once the Disaster Recovery Center opened, DSS has had Food and Nutrition staff working daily in the center. This weekend, 114 staff worked on Saturday and 104 on Sunday accepting Disaster Food Benefits applications.
- Nine public information staff from the city, county, Police and Fire departments worked to disseminate information through press releases, media interviews, fliers sent into the neighborhoods, and updates to website and social media.
- Code enforcement, building inspectors and tax assessors arrived early on Sunday, April 17, to go out into the areas with state Emergency Management assessment teams.
- County Emergency Services has manned the EOC since noon on April 16 and, along with the city, coordinated efforts with the State Emergency Management.

Military Assistance Question

Mr. Currie spoke to the question that had been asked by the media and others as to why the County did not request or accept assistance from the military and provided the following explanation:

- Off-duty soldiers, like other community volunteers, have assisted greatly in the storm-damaged areas.
- The City Fire Department utilized its mutual aid agreement with Fort Bragg and the County fire departments. The City Fire Department requested and received assistance from the Fort Bragg Fire Department, Task Force 9 members out of Lumberton and members from Task Force 11 out of Wilmington.
- Within one hour of the tornado touching down, the EOC made a State request for 10 additional engines and 10 additional rescue companies to assist. The County also requested 10 additional ambulances and a structural collapse team.
- Fort Bragg provided portable outdoor lights in the Ramsey Street area and provided the Mayor, City Manager and Fire Chief a flyover to survey the affected areas.
- After a state of emergency was declared in the city and county, Emergency Management coordinated efforts and stayed in constant contact with State Emergency Management. Under a state of emergency, requests for aid go through the state and all of our requests for aid were granted by the State.
- The County is fortunate that there was not a need to request the mobilization of military forces this time. In preparation for the next disaster, the County has been invited to the annual Defense Support to Civil Authority briefing given by the Emergency Preparedness Liaison Officer at Fort Bragg on Thursday. This will be an opportunity to review legal protocols and discuss emergency management issues face-to-face with military officials.

Ongoing Operations

The Federal Emergency Management Agency (FEMA) opened a Disaster Recovery Center at the Department of Social Services on April 21. The center is intended to be a one-stop shop for residents in the affected areas to meet with representatives from local, state and federal agencies and learn more about assistance available to them.

The center will be open seven days a week from 8 a.m. to 7 p.m. until further notice.

Applications for FEMA assistance can be filed online or by phone, and those needing assistance in registering with FEMA can find help at the recovery center.

FEMA Community Relations Outreach Teams began canvassing storm damaged neighborhoods on April 22. The goal is to meet one-on-one with citizens who have been impacted by the storm and provide important information on how to register for aid.

Disaster Food Benefits for Storm Victims

The state Department of Health and Human Services was approved by the US Department of Agriculture to provide Disaster Food and Nutrition Services benefits to people affected by the tornados.

The Department of Social Services began accepting applications for the program on Friday, April 29. The five-day application window closes tomorrow, May 3. DSS staff worked Saturday and Sunday accepting applications.

The program is open to individuals not normally eligible for Food and Nutrition Services benefits. Eligibility is based on available income and resources.

Residents in the affected areas of Cumberland County who are not currently receiving Food and Nutrition Services benefits may qualify for temporary disaster assistance for a one month period. DSS Director Brenda Jackson reports that between Friday and Sunday, 1,463 people visited DSS and \$392,563 in benefits was issued in replacement and disaster food benefits.

- 840 applications were taken since Friday for Disaster food benefits; 666 were accepted for a total of \$286,669 in benefits.
- 558 requests were approved this weekend for replacement benefits for people who already enrolled in the food and nutrition program.

The United Way is operating a Referral Phone Line. Residents can dial 211 to report any damages to property or unmet needs. This service is free of charge and will help establish a database to assist government and non-profit relief agencies.

Debris Collection:

The tornadoes that hit Fayetteville left behind approximately 115,000 cubic yards of debris in the city. This figure will be assessed and updated early this week.

The City's debris contractor is operating throughout the city and making multiple passes through neighborhoods until debris is picked up.

As of Thursday morning, approximately 54,000 cubic yards of debris had been collected off city streets. The majority of the debris was vegetative matter that has been taken to the temporary dumpsite at Ben Martin Elementary School.

Construction and demolition debris is being directly hauled to the Ann Street Landfill.

The N.C. Department of Transportation is picking up storm debris on state-maintained roads within the corporate limits of Fayetteville and in the unincorporated areas of Cumberland County, specifically Beaver Dam and Linden.

Commissioner King and all Commissioners expressed their thanks for the tremendous response by Mr. Currie and other county staff, as well as all agencies involved, during the disaster and asked Mr. Currie to pass their thanks along to his staff. Commissioner King also requested that staff consider looking at building codes with regard to wind pressure and see if changes need to be made. Commissioner Council voiced her desire that all tenants be made aware they need some type of insurance coverage. Commissioner Evans noted he would like to see what can be done to require renter's insurance. County Manager Martin informed Commissioners that cities and counties actually enforce the North Carolina building code, which is based on the national building code, and asked Mr. Currie to have a conversation with Planning and Inspections about reviewing building codes. Mr. Currie also reported that the response from the faith-based community was a blessing during the disaster, at no cost to the county.

County Manager Martin requested an addition to the agenda - Item 2.O. – Extend the exemption for electrical inspection fees and for the debris fees at the Wilkes Road Landfill related to the storm affected areas for an additional two weeks to end on Friday, May 13.

MOTION: Commissioner Melvin moved to approve the addition of Item 2.O. as requested by County Manager Martin.

SECOND: Commissioner Faircloth

VOTE: UNANIMOUS

Commissioner Keefe requested Item 2.E. be pulled from the consent agenda for discussion. Commissioner King requested Item 2.A. also be pulled.

1. Approval of Agenda

MOTION: Commissioner Council moved to approve the agenda with the above requested changes.

SECOND: Commissioner Melvin

VOTE: UNANIMOUS

2. Consent Agenda

A. Pulled from the consent agenda – see below for action.

B. Approval of Location Change for May 31, 2011 Budget Presentation from Conference Room 564 to Room 118.

BACKGROUND: The Board of Commissioners approved the proposed schedule for the Fiscal Year 2012 Budget Work Sessions and Budget Public Hearing at its meeting on April 18, 2011. The Budget Presentation was originally scheduled to be held on Tuesday, May 31, 2011 in Conference Room 564 and we would like to keep the date of May 31, 2011 for the Budget Presentation but move it to Conference Room 118.

Time Warner Cable will be able to televise the May 31, 2011 Budget Presentation on TWC Channel 7. This meeting will be also posted on our County Website at www.co.cumberland.nc.us in the video archives.

RECOMMENDATION/PROPOSED ACTION: Approve Management's request to move the Budget Presentation to Conference Room 118.

C. Approval of Submission of 2011 Community Development Annual Action Plan.

BACKGROUND: As part of the HUD 5-Year Consolidated Planning process, an Action Plan must be presented each year by Community Development outlining activities to be carried out over the next program year. The 2011 Annual Action Plan is to be submitted to the U.S. Department of Housing and Urban Development

(HUD) by May 15, 2011. Planning figures used for this Action Plan are as follows: Community Development Block Grant (CDBG) - \$922,754; and HOME Investment Partnership Act (HOME) - \$445,959. Please note that Program Year 2011 figures are estimates which were released by HUD on April 25, 2011. Final 2011 allocations have not been released as of the date of this memorandum.

The draft proposal was presented and a public hearing held at the April 18, 2011 Board of Commissioners meeting. This document has also been available at several locations throughout the County since April 6, 2011 for a 30-day public review and comment period. No comments have been received to date; however, any comments received will be addressed by the Director and forwarded to HUD along with the Action Plan. If comments are received, responses will also be forwarded to the Board. A final copy of the plan will be available through the Community Development Office beginning May 9, 2011.

RECOMMENDATION AND PROPOSED ACTION: Community Development recommends that the Board of Commissioners approve submission of the Annual Action Plan to HUD by May 15, 2011.

D. Approval of Three Year Lease Agreement between the County and Coastal Horizons Center, Inc. for TASC Program at 412 Russell Street.

BACKGROUND: At its April 7, 2011 meeting, Facilities Committee considered a request for lease renewal from Coastal Horizons Center, Inc. Lease is for approximately 1506 sq. ft. of office space at 412 Russell St. (Day Reporting Center). The current lease has been month-to-month since October 1, 2010, and expires on June 30, 2011. The rent is based on the rental rate the state pays for office space and is \$14.57 per sq. ft. or \$21,942 annually. The rent includes electric, water, sewer, garbage and janitorial services.

Facilities Committee recommended renewal of the lease with a three year term. Since this term is greater than one year, the Board must determine that the property is not needed for government purposes and advertise its intent to grant this lease 10 days in advance of a regular meeting. Board of Commissioners declared the space was not needed for government purposes and directed that its intent to lease the space be published as required by G.S. 160A-272. Notice of intent was published in the Fayetteville Observer on April 21, 2011.

STATE OF NORTH CAROLINA COUNTY OF CUMBERLAND
LEASE AGREEMENT

This Lease Agreement, made and entered as of the _____ day of _____, 2011, by and between Coastal Horizons Center, Inc., a North Carolina corporation with a place of business in Cumberland County, North Carolina, hereinafter referred to as "LESSEE", and the County of Cumberland, a body politic and corporate of the State of North Carolina, hereinafter referred to as "LESSOR".

W I T N E S S E T H:

THAT for and in consideration of the mutual promises hereinafter contained herein subject to the terms and conditions hereinafter set forth or referred to; LESSOR does hereby lease and demise to LESSEE that certain space consisting of 1,505.9 square feet of office space in the County building located at 412 Russell Street, Fayetteville, NC, and being the same space already occupied by Lessee.

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

1. TERM: The Lease shall commence the 1st day of July, 2011, and unless sooner terminated, continue for three years to June 30, 2014.
2. RENT: The rent shall be at an annual rate of \$14.57 per square foot payable in equal monthly installments on or before the 1st day of each and every month beginning July 1, 2011 in an amount of EIGHTEEN HUNDRED TWENTY-EIGHT and 50/100 DOLLARS (\$1,828.50).
3. DEPOSIT: LESSOR shall not require a security deposit from the LESSEE.
4. SERVICES: LESSOR covenants and agrees to furnish the leased premises with electrical service suitable for the intended use as general office space (including dedicated ground circuits for computer operation), including fluorescent tube and ballast replacements, heating and air conditioning for the comfortable use and occupancy of the leased premises, plus supplying and maintaining building common areas and restroom facilities, including hot and cold water, and sewage disposal in the building in which the leased premises are located. If the premises have a security system, Lessor will maintain it in good working order.
5. PARKING LOT: LESSEE shall have the right of use and enjoyment of the Cumberland County Day Reporting Center parking areas at no charge to the LESSEE.
6. ASSIGNMENT OR SUB-LEASE: The LESSEE shall not assign this lease or sublet the leased premises or any part thereof, without the written consent of the LESSOR. Such written consent will not be unreasonably withheld by LESSOR.
7. USE AND POSSESSION: It is understood that the leased premises are to be used for general office purposes and for no other purposes without prior written consent of LESSOR. LESSEE shall not use the leased premises for any unlawful purpose or so as to constitute a nuisance. LESSEE shall return the premises to LESSOR at the termination hereof in as good condition and state of repair as the same was at the commencement of the term hereof, except for loss, damage, or depreciation occasioned by reasonable wear and tear and damage by accidental fire or other casualty.

8. DESTRUCTION OF PREMISES: In the event that said building is damaged by fire, windstorm, or an act of God, so as to materially affect the use of the building and premises, this Lease shall automatically terminate as of the date of such damage or destruction, provided, however, that if such building and premises are repaired so as to be available for occupancy and use within sixty (60) days after said damage, then this lease shall not terminate, provided further that the LESSEE shall pay no rent during the period of time that the premises are unfit for occupancy and use.

9. CONDEMNATION: If during the term of this lease or any renewal period thereof, the whole of the leased premises, or such portion thereof as will make the leased premises unusable for the purpose leased, be condemned by public authority for public use, then in either event, the term hereby granted shall cease and come to an end as of the date of the vesting of title in such public authority, or when possession is given to such public authority, whichever event occurs last. Upon such occurrence the rent shall be apportioned as of such date and any rent paid in advance at the due date for any space condemned shall be returned to the LESSEE. The LESSOR shall be entitled to reasonable compensation for such taking except for any statutory claim of the LESSEE for injury, damage or destruction of the LESSEE'S business accomplished by such taking. If a portion of the leased premises is taken or condemned by public authority for public use so as not to make the remaining portion of the leased premises unusable for the purposes leased, this lease will not be terminated but shall continue. In such case, the rent shall be equitably and fairly reduced or abated for the remainder of the term in proportion to the amount of leased premises taken. In no event shall the LESSOR be liable to the LESSEE for any interruption of business, diminution in use or for the value of any unexpired term of this lease.

10. INTERRUPTION OF SERVICE: LESSOR shall not be or become liable for damages to LESSEE alleged to be caused or occasioned by or in any way connected with or the result of any interruption in service, or defect or breakdown from any cause whatsoever in any of the electric, water, plumbing, heating, or air conditioning systems. However, upon receipt of actual notice of any such interruption, defect or breakdown, LESSOR will take such steps as are reasonable to restore any such interrupted service to remedy any such defect.

11. LESSOR'S RIGHT TO INSPECT: The LESSOR shall have the right, at reasonable times during the term of this lease, to enter the leased premises, for the purposes of examining and inspecting same and of making such repairs or alterations therein as the LESSOR shall deem necessary.

12. INSURANCE: LESSOR will be responsible for insuring its interest in the building and LESSEE will be responsible for insuring its personal property within the leased premises. LESSEE shall at all times during the term hereof, at its own expense, maintain and keep in force a policy or policies of general and premises liability insurance against claims for bodily injury, death or property damage occurring in, on, or about the demised premises in a coverage amount of no less

than \$500,000 per occurrence and naming LESSOR as an additional named insured.

13. MAINTENANCE OF STRUCTURE: LESSOR shall be responsible for the maintenance and good condition of the roof and supporting walls of the building leased hereunder and for maintenance in good working condition of all mechanical equipment (including but not limited to heating and air conditioning equipment) installed and provided by the LESSOR. The LESSEE shall be responsible for the maintenance in good condition of interior surfaces, floors, doors, ceilings, and similar items except that the LESSEE shall not be responsible for fair wear and tear or for major damage or destruction of such walls, grounds, surfaces, or any structural component of the premises.

14. HEATING AND AIR CONDITIONING; JANITORIAL SERVICES: LESSOR shall provide and maintain in good working condition sufficient heating to maintain an average air temperature in the entire leased premises of between sixty-five (65) and seventy-five (75) degrees Fahrenheit. LESSOR shall also provide and maintain in good working condition sufficient air conditioning to maintain an average air temperature in the entire leased premises of between seventy-two (72) and seventy-eight (78) degrees Fahrenheit. LESSOR shall not be liable for failure to maintain such temperatures when such failures result from failures of electrical power, fuel shortages, strikes, lockouts or other causes beyond the control of the LESSOR and not caused by LESSOR'S negligence or lack of due care and diligence. Temporary stoppages of heating services for the purposes of maintaining or repairing heating equipment and facilities shall not constitute a default by LESSOR in performance of this Lease, provided that the LESSOR exercises due diligence and care to accomplish such maintenance and repair and such stoppages do not continue to an unreasonable length of time. LESSOR shall be responsible for commercially reasonable janitorial service and trash removal from leased premises.

15. PERSONAL PROPERTY AND IMPROVEMENTS: Any additions, fixtures, or improvements placed or made by the LESSEE in or upon the leased premises, which are permanently affixed to the leased premises and which cannot be removed without unreasonable damage to said premises shall become the property of the LESSOR and remain upon the premises as a part thereof upon the termination of this Lease. All other additions, fixtures, or improvements to include trade fixtures, office furniture and equipment, and similar items, which can be removed without irreparable damage to the leased premises, shall be and remain the property of the LESSEE and may be removed from the leased premises by the LESSEE upon the termination of this lease. LESSEE shall bear the expense of any repairs of the leased premises, other than fair wear and tear caused by such removal.

16. TAXES: LESSEE will list and pay all business personal property taxes, if any, on its personal property located within the demised premises.

17. NOTICE: Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgement of receipt, or mailed by certified mail, return receipt requested, or delivered by receipt controlled express service, to the other party at the following addresses or to such other addresses as either party hereafter from time to time designates in writing to the other party for the receipt of notice:

LESSEE:
Coastal Horizons Center, Inc.
Attn: President/CEO
615 Shipyard Blvd.
Wilmington,, NC 28412

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

28302-1829

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

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

19. INDEMNIFICATION: LESSEE will indemnify LESSOR and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property occurring in or about, or arising out of, the demised premises, and occasioned wholly or in part by any act or omission of LESSEE, its agents, licensees, concessionaires, customers or employees. In the event LESSOR shall be made a party to any litigation, commenced by or against LESSEE, its agents, licensees, concessionaires, customers or employees, then LESSEE shall protect and hold LESSOR harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by LESSOR in connection with such litigation, unless such litigation arises out of an injury or injuries claimed as a result of some defective condition existing on the premises for which LESSOR has responsibility to maintain or repair under the terms of this lease and to which LESSOR has been put on notice by LESSEE.

20. REPAIR: The premises shall meet all requirements necessitated by the ADA and OSHA Inspection Guidelines. Should it be necessary during the term of this Lease to repair the roof structure; exterior walls; or structural members or the building because of defect or failure, the LESSOR shall make such repairs or replacements at its sole cost and expense, within a reasonable time after demand is made in writing to the LESSOR to do so by the LESSEE. The LESSOR shall keep the premises, including all improvements, in good condition and repair and in a good, clean, and safe condition at all times during the term of this Lease Agreement.

21. WARRANTY: The LESSOR warrants that all plumbing, electrical, heating, and air conditioning units and facilities are in good working order at the commencement of this Lease.

22. REMEDIES: If either party shall be in default with respect to any separate performance hereunder, and shall have remained in default for ten (10) days after receipt of notice of default, there shall be a breach of this lease. The defaulting party shall remain fully liable for performing its remaining obligations under this lease. The defaulting party shall be liable for reasonable damages as provided by law and for all costs and expenses, including reasonable attorneys fees, incurred by the other party on account of such default, except as otherwise provided herein. Waiver by either party of any breach of the other's obligation shall not be deemed a waiver of any other or subsequent breach of the same obligation. No right or remedy of any party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by state or otherwise any may be enforced concurrently or from time to time.

23. SUCCESSOR AND ASSIGNS: This lease shall bind and inure to the benefit of the successors, assigns, heirs, executors, administrators, and legal representatives of the parties hereto.

24. ALTERATIONS AND PARTITIONS: The LESSEE may make reasonable alterations and partitions to the interior of the premises to enhance their suitability for the uses contemplated in this Lease Agreement, provided prior written approval of the graphic plan for alterations and partitions shall be obtained from the LESSOR, who shall not unreasonably withhold such approval.

25. UTILITIES: Electrical power, water, and sewer services to serve the leased premises shall be at LESSOR'S expense. LESSOR shall not be liable for any failure of any public utility to provide utility services over such connections and such failure shall not constitute a default by LESSOR in performance of this Lease. LESSEE shall be prudent in its use of utilities and compliant with the LESSOR'S practices and policies related to utilities.

26. RISKS OF LOSS: As between the LESSOR and the LESSEE, any risk of loss of personal property placed by the LESSEE in or upon the leased premises shall be upon and a responsibility to the LESSEE, regardless of the cause of such

loss.

27. DESTRUCTION OF PREMISES: If the leased premises should be completely destroyed or damaged so that more than fifty percent (50%) of the leased premises are rendered unusable, this Lease shall immediately terminate as of the date of such destruction or damage.

28. TERMINATION: If the LESSEE shall fail to pay any installment of rent when due and payable as heretofore provided or fail to perform any of the terms and conditions heretofore set forth and shall continue in such default for a period of fifteen (15) days after written notice of default, LESSOR, at its discretion, may terminate this Lease and take possession of the premises without prejudice to any other remedies allotted by law; and/or, if the LESSOR SHALL fail to perform any of the terms and conditions heretofore set forth and shall continue in such default thirty (30) days after written notice of such default, the LESSEE, at its discretion shall terminate this Lease and vacate the leased premises without further obligation to pay rent as theretofore provided from date of said termination, without prejudice to any other remedies provided by law.

29. OCCUPANCY AND QUIET ENJOYMENT: LESSOR promises and agrees that LESSEE shall have quiet and peaceable possession and occupancy of the above leased premises in accordance with the schedule of occupancy and possession set forth herein, and that LESSOR will defend and hold harmless the LESSEE against any and all claims or demands of others arising from LESSEE'S occupancy of the premises or in any manner interfering with the LESSEE'S use and enjoyment of said premises.

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

31. MERGER CLAUSE: This instrument is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

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

RECOMMENDATION/PROPOSED ACTION: Grant the lease as proposed.

E. Pulled from the consent agenda– see below for action.

- F. Approval of Report on Formal Bid Awards of \$100,000 or Less Approved by Management.

BACKGROUND: The County Purchasing Policy delegates authority to the County Manager to award formal bids for purchases of \$100,000 or less. To assure an adequate public record is maintained, management periodically submits a report to the Board for inclusion in the official minutes listing the purchases approved by management pursuant to the County Purchasing Policy.

The following bid was awarded for the Cumberland County Mental Health Department for software upgrades:

Netsmart Technologies Inc.	\$97,500
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- G. Approval of Decision Regarding Transfer of Surplus Property to City of Fayetteville for Hope VI Project.

BACKGROUND: The County owns, via tax foreclosure, four properties located within the Hope VI Project area on Chase Street.

The County Legal Department, per the surplus land policy, sent to all County Departments and the City of Fayetteville an inquiry as to whether any of the Departments or the City had a use for the said properties. On March 10, 2011 Legal received a Memorandum from Tami C. Lewis, Senior Paralegal, stating the City's interests in the properties located on Chase Street for inclusion in its Hope VI project.

The City has agreed to pay the foreclosing cost of the parcels located at 112, 411, 415 & an unnumbered parcel off Chase Street in the amount of \$21,625.53. In return, the City requests that the City's assessments totaling \$7,545.58 which are included in the purchase price be paid. This is standard policy for surplus property.

RECOMMENDATION AND PROPOSED ACTION:

1. Approve conveyance of parcels listed at 112, 411, 415 & an unnumbered parcel off Chase Street to the City of Fayetteville for the Hope VI Project for the sum of \$21,625.53 and authorize the Chairman and Clerk to execute a deed conveying those properties.
2. Approve payment to the City of Fayetteville in the amount of \$ 7,545.58 for its assessments that were included in the purchase price.

- H. Approval of Sale of Surplus County Owned Real Property Acquired by Tax Foreclosure.

- 1) Lot 5B Seabrook Estates Rev (0.55AC)
(Located on Macedonia Church Rd off Seabrook School Rd.)
PIN 0475-25-3965; Cedar Creek Township

BACKGROUND: On or about April 26, 2010, the County acquired by tax foreclosure the above property. The amount currently owed on the foreclosure judgment including interest and cost for the property is \$2,761.64.

Anthony Johnson was the last and highest bidder offering to purchase the County's interest in the property for \$3,675.74 and has deposited \$367.57 in the Finance Office. The tax value of the property is \$12,000.00.

This property is surplus to the needs of the County and, according to N.C.G.S. §153A-176 and N.C.G.S. §105-376, the County has the authority to sell such property. Management has reviewed this offer and it is now being submitted for the Board to consider whether or not to accept Johnson's bid. The property has been advertised and has received several bids; however, Mr. Johnson was the final and highest bidder. The bid period is now closed.

RECOMMENDATION AND PROPOSED ACTION: That the Board of Commissioners consider whether to accept the offer of Anthony Johnson to purchase the above property for the sum of \$3,675.74, plus advertising and recording costs, and authorize the Chairman to execute a deed upon receipt of the balance of the purchase price.

- I. Approval of a Proclamation Proclaiming May 2011 as Mental Health Month in Cumberland County.

COUNTY OF CUMBERLAND

NORTH CAROLINA

PROCLAMATION

WHEREAS, caring for the mind, as well as the body, is good for overall health and key to success at home, at work and at school; and

WHEREAS, more than 54 million Americans have a mental disorder in any given year and mental health issues affect all segments of society, from the very young to the very old; and

WHEREAS, mental health problems, including depression and anxiety disorders, are as treatable as many physical illnesses; and

WHEREAS, the stigma and lack of understanding about mental illness continues present the single most significant barrier to care for those in need; and

WHEREAS, the National Institute of Mental Health has found that the treatment success rates for disorders such as depression, panic disorder and schizophrenia surpass those of other medical conditions, such as heart disease; and

WHEREAS, evidence-based treatments are highly effective, resulting in a significant reduction of symptoms and improved quality of life for over 70% of individuals; and

WHEREAS, Mental Health Month is observed each May to raise awareness and understanding of mental health and illness;

NOW THEREFORE BE IT PROCLAIMED, that the Cumberland County Board of Commissioners proclaims MAY 2011, “Mental Health Month” in Cumberland County. The Board also calls upon its citizens, government agencies, public and private institutions, businesses and schools in Cumberland County to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health and the need for appropriate and accessible services for people with mental health conditions.

Adopted this 2nd day of May, 2011.

- J. Approval of a Proclamation Proclaiming May 8-14, 2011 as “Cumberland County Law Enforcement Officers Week and May 12, 2010 as “Peace Officers Memorial Day” in Cumberland County.

COUNTY OF CUMBERLAND NORTH CAROLINA
CUMBERLAND COUNTY LAW ENFORCEMENT OFFICERS WEEK
PROCLAMATION

WHEREAS, Cumberland County recognizes the heroism of all law enforcement officers who have died in the line of duty – giving their lives to protect and serve the citizens of our county; and

WHEREAS, the Cumberland County Sheriff’s Office has lost twelve officers in the line of duty; and

WHEREAS, a permanent memorial has been designated an erected in memory of all those fallen officers and placed in the ground of the Cumberland County Courthouse and Law Enforcement Center;

NOW, THEREFORE, BE IT RESOLVED that the Cumberland County Board of Commissioners PROCLAIMS May 8-14, 2011 “CUMBERLAND COUNTY LAW ENFORCEMENT OFFICERS WEEK” and May 12, 2011 “PEACE OFFICERS MEMORIAL DAY”;

BE IT FURTHER RESOLVED that the Board of Commissioners encourages all citizens of Cumberland County to recognize the contributions of those who serve their community in potentially dangerous circumstances and the ultimate sacrifice by those who have given their lives protecting and serving this county.

Adopted this 2nd day of May 2011.

- K. Approval of a Proclamation Proclaiming May 15-21, 2011 as “Emergency Medical Services Week” in Cumberland County.

STATE OF NORTH CAROLINA COUNTY OF CUMBERLAND
PROCLAMATION

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of paramedics, emergency medical technicians, firefighters, educators, administrators and others; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week;

NOW, THEREFORE BE IT RESOLVED that the Cumberland County Board of Commissioners hereby recognize all Emergency Medical Services Personnel and express sincere appreciation for the dedicated and professional emergency services provided to the citizens of Cumberland County.

BE IT FURTHER RESOLVED that the Cumberland County Board of Commissioners hereby proclaim the week of May 15-21, 2011 as Emergency Medical Services Week in Cumberland County with the theme, EMS: Everyday Heroes, and encourage the community to observe this week with appropriate programs, ceremonies and activities.

Adopted this the 2nd day of May 2011.

- L. Approval of a Resolution in Support of the Recommended Feasibility Study for the Proposed North Carolina International Terminal at Southport.

Resolution In Support Of The Recommended Feasibility Study For The Proposed
North Carolina International Terminal At Southport

Whereas the facts regarding the ECONOMIC IMPACTS of the proposed North Carolina International Terminal at Southport have not been determined, and

Whereas the facts regarding the ENVIRONMENTAL IMPACTS of the proposed North Carolina International Terminal at Southport have not been determined, and

Whereas the facts regarding the INFRASTRUCTURE NEEDS related to the proposed North Carolina International Terminal at Southport have not been determined, and

Whereas the movement of many Asian freight carriers to the “New Panamax” or “Post Panamax” class of container vessel is logical, reasonable, economical, and inevitable, and

Whereas the “New Panamax” container vessels can only dock in deep water ports and that the current port at Wilmington cannot handle vessels of this size, and

Whereas, the members of the Cumberland County Board of Commissioners, wish for it to be known and clearly understood that we feel that the proposed North Carolina International Terminal at Southport project merits a full and complete Feasibility Study as recommended by the U.S. Army Corps of Engineers. We feel that any project of this size and scope has the potential to dramatically affect the economic well-being of our County, the Southeast Region, and our entire State. As such, we give our full and unwavering support to the completion of the recommended Feasibility Study.

Now, therefore, Be It Resolved that the Cumberland County Board of Commissioners fully supports the completion of the recommended Feasibility Study for the proposed North Carolina International Terminal at Southport:

Adopted this 2nd day of May, 2011.

- M. Approval of a Resolution to Appoint Agents on Behalf of Cumberland County to Obtain Certain State and Federal Financial Assistance Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

RESOLUTION

BE IT RESOLVED BY the governing body of Cumberland County (a public entity duly organized under the laws of the State of North Carolina) that Kenny Currie, Emergency Services Director as Primary Agent and Howard Abner, Assistant Finance Director as Secondary Agent, are hereby authorized to execute and file applications for federal and/or state assistance on behalf of Cumberland County for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (Public Law 93-288 as amended), or as otherwise available.

BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for Cumberland County in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the assurances printed on the attached Designation of Applicant’s Agent Application.

BE IT FURTHER RESOLVED that the above-named agents are authorized to act severally.

PASSED AND APPROVED on this 2nd day of May, 2011.

- N. Budget Revisions:

- (1) Emergency Telephone System

Revision in the amount of \$6,200 to appropriate fund balance for additional software licenses. (B11-348) Funding Source- Emergency Telephone System Fund Balance Appropriated

(2) Health

- a. Child Health- Revision in the amount of \$15,000 to appropriate fund balance for anticipated expenditures for the remainder of fiscal year. (B11-350) Funding Source-Health Fund Balance Appropriated
- b. Breast & Cervical Cancer Control Program- Revision in the amount of \$5,100 to appropriate fund balance for anticipated expenditures for the remainder of fiscal year. (B11-351) Funding Source- Health Fund Balance Appropriated

- O. Extend the exemption for electrical inspection fees and for the debris fees at the Wilkes Road Landfill related to the storm affected areas for an additional two weeks to end on Friday, May 13.

MOTION: Commissioner Council moved to approve all consent agenda items, to include the addition of Item 2.O., with the exception of Items 2.A. and 2.E which were pulled.

SECOND: Commissioner Melvin

VOTE: UNANIMOUS

- A. Approval of minutes of April 18, 2011 special meetings with FTCC, special budget planning meeting and regular Board of Commissioners meeting.

Commissioner King advised he was not in attendance at the April 18th Special Meeting and requested the minutes reflect this change.

MOTION: Commissioner King moved to approve the minutes as presented with the correction noted.

SECOND: Commissioner Council

VOTE: UNANIMOUS

- E. Approval of Bid Award to CenturyLink for Positron VIPER Backroom Upgrade. – Pulled from the agenda – see below for action.

Commissioner Keefe asked Kenny Currie whether the communications system during the recent disaster was sufficient with the current system that is in place and whether consolidation of the E911 system with the City of Fayetteville is still needed. Mr. Currie informed the Board the merger is still on the path and he is working on the second phase which is consolidating the CAD system. He also noted the County is upgrading their system and once that upgrade is complete, the consolidation of the CAD will take place, followed by the merger into a single facility which is still several years off. Mr. Currie confirmed that the current system will be able to handle all potential traffic.

MOTION: Commissioner Keefe moved to approve Item 2.E. as presented.
SECOND: Commissioner Melvin
VOTE: UNANIMOUS

ITEMS OF BUSINESS

3. Presentation of the Fayetteville-Cumberland County Chamber of Commerce Report on Economic Development and Workforce Efforts for Third Quarter by Doug Peters, President.

Mr. Peters presented a power point presentation on the Chamber's 3rd Quarter dashboard report with the following points:

- Annual Investment Target \$ 60,000,000
- Fiscal Year Total \$121,971,000 (203% of annual target met)

- New Taxable Community Investments \$12,973,833

- Annual Job Creation Target 500
- Fiscal Year Total 682 (136% of annual target met)

- Annual Contacts Target 150
- Fiscal Year Total 228 (152% of annual target met)

- Annual Retention Visits Target 75
- Fiscal Year Total 58 (77% of annual target met)

- Annual Nat'l Marketing Target 25
- Fiscal Year Total 24 (96% of annual target met)

Mr. Peters completed his report stating the Chamber has been working very closely with a national site selector bringing them up to date on the changes in our community in order to attract more investments and two national level interviews have recently been completed. Mr. Peters recognized an agency called S.E.E.D., which does exceptional work in the area of small business, stating they have met one-on-one with over 900 clients in the last three months; 526 individuals sought assistance in starting a business; 978 people attended programs and workshops; 38 business plans fully developed, and nearly one half million dollars in loans made through S.E.E.D. to 15 different clients in the last quarter alone. Mr. Peters stated that the next time he reports to the Board, he will be providing an annual report.

Commissioner Council questioned Mr. Peters as to what assistance, if any, they had been able to offer to the businesses that were affected by the storm. Mr. Peters responded he personally had spent a great deal of time talking directly with those businesses and assembled a listing of all available rental space that might be needed,

with a great deal of the space being provided at no cost for the first month, as well as other offers that had been made available to the affected businesses.

Commissioner Evans asked for further clarification on the investments page of the power point presentation and Mr. Peters noted the figures shown are new taxable investment (non-military, non-health care and non-not for profit) made in the community. After further clarification, Mr. Peters explained that the annual report will provide more data which will allow trend analysis information and will also provide retention data.

Mr. Peters clarified for Commissioner Evans that funding passed through to the S.E.E.D. agency is strictly received from the City of Fayetteville through a contractual agreement.

Commissioner Keefe questioned Mr. Peters about why BRAC has not impacted the county as expected. Mr. Peters explained that until FORSCOM is open for business at Ft. Bragg, the contractors are not expected to move their business here due to budget reasons, but he expects significant activity in the second quarter of the next fiscal year.

4. Nominations to Boards and Committees

A. Human Relations Commission (1 Vacancy)

BACKGROUND: The Human Relations Commission currently has one vacancy due to the resignation of Roger Bryant Wright. Recommendation of the Human Relations Commission is for Clabon Roddell Lowe to fill the unexpired term.

Commissioner Ed Melvin moved to nominate Calbon Roddell Lowe.

B. Joint Senior Citizens Advisory Commission (1 Vacancy)

BACKGROUND: At their April 4, 2011 meeting, the Board of Commissioners requested that the one vacancy on the Joint Senior Citizens Advisory Commission be forwarded to their first meeting in July. Lewis Scott Oatman resigned. The recommendation of the Joint Senior Citizens Advisory Committee is for Linda S. DeVore to fill the position.

Commissioner King moved to nominate Marlene Jacobs.

C. Workforce Development Board (2 Vacancies)

BACKGROUND: The Cumberland County Workforce Development Board has one vacancy as of April 30, 2011 and will have one upcoming vacancy on May 31, 2011.

Dina Simcox has completed her first term and is eligible for reappointment to fill the Private Section Position.

J. Carl Manning is completing his first term and is eligible for reappointment. No recommendation has been received from the Cumberland County Workforce Development Board for this upcoming vacancy of the Community Based Organization position.

Commissioner Evans moved to nominate Sheba McNeil for the Private Section position.
Commissioner King move to nominate J. Carl Manning for the Community Based Organization position.

Commissioner Keefe moved to nominate Dina Simcox for the Private Section position.

5. Appointments to Board and Committees

A. Adult Care Community Advisory Committee (1 Vacancy)

Nominee: George W. Mitchell (reappointment)

B. Wrecker Review Board (1 Vacancy)

Nominee: Jay Barr (County Appointee)

MOTION: Commissioner Faircloth moved to appoint all nominees presented.

SECOND: Commissioner Council

VOTE: UNANIMOUS

6. Closed Session: A. Attorney Client Matter
Pursuant to NCGS 143-318.11(a)(3).

MOTION: Commissioner Faircloth moved to go into Closed Session.

SECOND: Commissioner Council

VOTE: UNANIMOUS

MOTION: Commissioner Council moved to go into Open Session.

SECOND: Commissioner Melvin

VOTE: UNANIMOUS

MOTION: Commissioner Evans moved to adjourn.

SECOND: Commissioner Council

VOTE: UNANIMOUS

There being no further business, the meeting adjourned at 10:50 a.m.

Approved with/without revision:

Respectfully submitted,

Marie Colgan
Clerk to the Board