

CUMBERLAND COUNTY BOARD OF COMMISSIONERS
MONDAY, NOVEMBER 16, 2015 – 6:45 PM
117 DICK STREET, 1ST FLOOR, ROOM 118
REGULAR/REZONING MEETING
MINUTES

PRESENT: Commissioner Kenneth Edge, Chairman
Commissioner Marshall Faircloth, Vice Chairman
Commissioner Glenn Adams
Commissioner Jeannette Council
Commissioner Charles Evans
Commissioner Jimmy Keefe
Commissioner Larry Lancaster
Amy Cannon, County Manager
James Lawson, Deputy County Manager
Melissa Cardinali, Assistant County Manager
Tracy Jackson, Assistant County Manager
Rick Moorefield, County Attorney
Sally Shutt, Governmental Affairs Officer
Vicki Evans, Finance Director
Deborah Shaw, Budget Analyst
Tom Lloyd, Planning and Inspections Director
Scott Walters, Code Enforcement Manager
Joe Utley, Tax Administrator
Billy Wellons, Tourism Development Authority Chairman
Dallas Mack Freeman, Tourism Development Authority
John Meroski, Fayetteville Area Convention and Visitors Bureau CEO
Candice H. White, Clerk to the Board
Kellie Beam, Deputy Clerk to the Board
Press

Chairman Edge called the meeting to order and recognized Addison D. “Tad” Davis, Spring Lake Town Manager.

INVOCATION / PLEDGE OF ALLEGIANCE

Commissioner Adams provided the invocation followed by the Pledge of Allegiance to the American flag led by Maya Williams, student at Trinity Middle School.

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

Amy Cannon, County Manager, read the public comment policy. Chairman Edge recognized the clerk to the board who advised there were no speakers.

Recognition of Cumberland County Citizens’ Academy Graduates

On behalf of the Board of Commissioners, Chairman Edge recognized graduates of the Fall 2015 Citizens’ Academy as recorded below:

Lisa Blausler	Laurie Maple
Mary Campbell	Antoinette McLaughlin
Tracey Cox	Ana Mirabal-Bivians
Ashley Ellis	Nosa Obanor
Franzetta Grandison	Jan Robinson
Debbie Horton	Bryanna Smith
Paula Howard	Jackie Taylor
Rosemary Johnson	Gwen Witherspoon
Marsha Lunt	

Recognition of Noah Murray – Cumberland County NCACC Conference Youth Voice Delegate

Chairman Edge recognized Jessica Drake, 4-H Extension Director, and stated Ms. Drake served as the lead extension agent for the district for the Youth Summit. Ms. Drake introduced Noah Murray, Cumberland County Youth Voice Delegate to North Carolina Association of County Commissioners Conference and recognized his mother who was also present. Ms. Drake stated Mr. Murray is fifteen and is a sophomore at Howard Health and Life Sciences High School. Ms. Drake stated Mr. Murray has been in 4-H for a number of years and is a member of the Murray Club. Ms. Drake stated each year he has participated in 4-H public speaking and presentation competitions on the county, district and state level and in April, he served as one of two youth that represented Cumberland County at the district teen retreat.

Mr. Murray expressed his appreciation for the opportunity to speak about the positive experience he had serving as the Youth Voice Delegate to North Carolina Association of County Commissioners Conference. Mr. Murray stated his favorite part of being able to participate in the Youth Government Tour was being able to meet and observe thoughtful leaders in action and gain a better understanding of what county governments do and the role of commissioners as the governing body for counties. Mr. Murray stated the biggest thing he took away from his experience was that leaders took the time to talk with him which made him feel special and realize that youth input matters. Mr. Murray expressed his thanks for the opportunity to continue to develop the skills he will need to be able to contribute to the growth and improvement of Cumberland County.

1. Approval of Agenda

Amy Cannon, County Manager, requested the removal of Item 4.H. Minimum Housing Case Number: MH 1205-2015.

MOTION: Commissioner Council moved to approve the agenda with the removal of Item 4.H. Minimum Housing Case Number: MH 1205-2015.

SECOND: Commissioner Faircloth

VOTE: UNANIMOUS (7-0)

2. Presentation of the Tourism Development Authority (TDA) Fiscal Year 2014-2015 Annual Status Report by Mr. Billy Wellons, TDA Chairman

BACKGROUND:

In accordance with Session Law 2001-484, the Tourism Development Authority shall report at the close of the fiscal year to the Board of Commissioners on its receipts and expenditures for the year in such detail as the Board may require. Recorded below is the report for the fiscal year which ended June 30, 2015.

The report was prepared by Tammy Gillis, Director of Internal Audit and Wellness Services, who provides financial support to the TDA. Billy Wellons, TDA Chairman, will be present at the Board of Commissioners' Monday, November 16, 2015 meeting to provide the report and respond to questions.

RECOMMENDATION/PROPOSED ACTION:

Receive the report.

Billy Wellons, Tourism Development Authority Chairman, provided the report as recorded below:

During the fiscal year ended June 30, 2015 the Occupancy Tax netted \$5,510,257.39 in revenue.

These funds have been distributed as follows:

Cumberland County Crown Coliseum	\$	1,377,564.35
Fayetteville Area Visitors and Convention Bureau		2,525,534.62
Arts Council of Fayetteville		1,377,564.35
TDA Discretionary Funds		229,594.07

Total \$ 5,510,257.39

TDA Discretionary Funds:

Balance July 1, 2014 (unobligated)	\$	821,474.02
Funds received for the fiscal year		229,594.07
¹ Funds returned or not requested by recipient		9,475.65
Less obligations during the fiscal year		(232,550.00)
Less minimum balance		(100,000.00)
Balance June 30, 2015 (unobligated)	\$	727,993.74

During the year, the TDA obligated funds for the following projects:

Communities in Schools - "When Pigs Fly BBQ Cookoff"	\$	22,998.99
Cape Fear Botanical Garden		25,000.00
Ft. Bragg Marathon & Half Marathon		25,000.00
Junior League of Fayetteville - Holly Day Fair		25,000.00
Fayetteville Duck Derby		13,850.00
Total	\$	111,848.99

During the year, the TDA paid obligations from previous fiscal years for the following projects:

Patriot Outreach		8,300.00
Fayetteville State University Homecoming		731.06
Fay-Cumberland Parks & Rec - Christmas in the Park		6,794.30
NC Civil War Trails / FAVCB		1,200.00
Total	\$	17,025.36

As of June 30, 2015 the TDA had the following outstanding obligations:

NC Civil War Trails / FAVCB	\$	1,700.00
Spring Lake Guide		25,000.00
Hope Mills Chamber of Commerce		5,500.00
Fayetteville Regional Chamber		25,000.00
Greater Spring Lake Chamber of Commerce		12,000.00
WE-DO Anniversary & Conference		25,000.00
Total	\$	94,200.00

Note: some of the obligations mentioned above span more than one fiscal year.

¹ Funds were returned or not requested because expenditures submitted were less than approved award amount.

Commissioner Adams requested the removal of Item 3.E.1) from the consent agenda for separate discussion and action.

3. Consent Agenda

- A. Approval of minutes for the November 2, 2015 regular meeting
- B. Approval of Health Department Delinquent Accounts to be Turned Over to the N.C. Debt Set-Off Program

BACKGROUND

At the Board of Health meeting on October 20, 2015 the Board approved writing off a total of \$29,442.59 as bad debts. The bad debt accounts with balances of \$50.00 or higher will be processed through the North Carolina Debt Set-Off Program, which can attach a debtor's State Income Tax refund for payment of bad debts. The accounts with balances under \$50.00 will continue to be worked for collection through in-house collection efforts. This write-off of bad debts is in compliance with the Board of Health's recommendation to write-off bad debts every quarter.

RECOMMENDATION/PROPOSED ACTION

Approve write off of \$29,442.59 bad debts to the North Carolina Debt Set-Off Program.

**CUMBERLAND COUNTY DEPARTMENT OF PUBLIC HEALTH
DELINQUENT ACCOUNTS TO BE TURNED OVER FOR COLLECTION**

BAD DEBT WRITE OFF #44
September 30, 2015

PROGRAM	AMOUNT
ADULT HEALTH	\$12,327.38
CHILD HEALTH	\$4,963.40
DENTAL	\$2,070.51
EXPRESS CARE	\$2,123.11
FAMILY PLANNING	\$3,058.22
MATERNITY	\$4,899.97
TOTAL	\$29,442.59

All bad debt accounts with balances of \$50.00 or higher, will be sent to the North Carolina Debt Set-Off Program, which can attach a debtor's State Income Tax Refund for payment of bad debts.
The above accounts are 90 days old or older as of 09/30/2015

- C. Approval of Amended Record Retention Schedule for Business Personal Property Discoveries

BACKGROUND

In reviewing the current records retention practices of Tax Administration, it was determined that our Assessment and Audit division were retaining Business Personal Property discoveries and no official records retention schedule was in place for those type of records.

RECOMMENDATION/PROPOSED ACTIONS

The amendment that has been approved by Sarah Koonts, Director of Division of Archives and Records, is Standard-8. Item #1, letters b and c. Letter b states destroy office records concerning discovered personal property after 6 years and letter c was amended to state remaining records destroyed after 2 years. To make these changes official Tax Administration is requesting approval by Cumberland County Board of Commissioners.

- D. Approval of FY15 Summary of Activities Funded by County ABC Fund Contributions

BACKGROUND:

In accordance with North Carolina General Statute 18B-805(h), Expenditure of Alcoholism Funds: *Funds distributed under subdivisions (b)(4) and (c)(3) of this section shall be spent for the treatment of alcoholism or substance abuse or for research or education on alcohol or substance abuse. The minutes of the board of county commissioners or local board spending funds allocated under this subsection shall describe the activity for which the funds are to be spent. Any agency or person receiving funds from the county commissioners or local board under this subsection shall submit an annual report to the board of county commissioners or local board from which funds were received, describing how the funds were spent.*

For fiscal year 2015 collections related to (b)(4) totaled \$90,488; collections related to (c)(3) totaled \$168,134; for a combined total of \$258,622. To be in compliance with this statute, Alliance Behavioral Healthcare has reported that provider agency "Myrover Reese Fellowship Homes, Inc." provided substance abuse services totaling \$305,838 to 98 substance abuse consumers over the course of the fiscal year.

RECOMMENDATION/PROPOSED ACTION:

Accept the report and include same in minutes of the November 16, 2015 Commissioners' Meeting.

1 FY14 Summary of Dollars Utilized by Funding Source for Cumberland County Residents				
	State/Federal*	County*	Medicaid*	
Total Dollars	\$5,404,862	\$2,039,373	\$74,511,337	
2 FY14 Number of Cumberland County Residents served by Funding Source				
	State/Federal*	County*	Medicaid*	
Total Count	2,922	n/a	10,761	
3 FY14 Summary of Activities funded by County ABC Funds Contributions				
<i>In FY2015, \$258,622 of the \$4,800,000 Cumberland Allocation of ABC funds were allocated for the purposes stated in NCGS18B-805(h). § 18B-805. Distribution of revenue.</i>				
(h) Expenditure of Alcoholism Funds. - Funds distributed under subdivisions (b)(4) and (c)(3) of this section shall be spent for the treatment of alcoholism or substance abuse, or for research or education on alcohol or substance abuse. The minutes of the board of county commissioners or local board spending funds allocated under this subsection shall describe the activity for which the funds are to be spent. Any agency or person receiving funds from the county commissioners or local board under this subsection shall submit an annual report to the board of county commissioners or local board from which funds were received, describing how the funds were spent.				
4	Treatment of Alcoholism or Substance Abuse	Research or Education on Alcohol or Substance Abuse		
Dollars Utilized	\$305,838	n/a	Provider Name: "Myrover Reese Fellowship Homes, Inc."	
# served	98	n/a		
FY2015 Required minimum ABC funding amount				
Actual	FY15			
ABC 5c	\$90,488			
ABC Profit	\$168,134			
Total	\$258,622			

E. Approval of Cumberland County Facilities Committee Report and Recommendations:

- 1) Pulled for separate discussion and action as recorded below. (Also see Item 4. as recorded below.)
- 2) Mid-Carolina Council of Government Lease Agreement

BACKGROUND:

The Facilities Committee met on November 5, 2015 to consider the proposed lease of a specified portion of the premises located at 130 Gillespie Street in Fayetteville to the Mid-Carolina Council of Governments (MCCOG). MCCOG is a quasi-governmental regional agency serving Cumberland, Harnett and Sampson Counties and the municipalities contained therein, that provides services for the aging population, transportation, and planning programs. The aging programs include adult day health care, transportation, in-home aides, home-delivered meals, information and consumer services, housing and home improvements, and advocacy for those 60 years of age and older.

The lease agreement as recorded below replaces an outdated lease with the intent to gradually increase the rental rate over time so as to minimize the impact on MCCOG services. The rent shall be at an annual rate of \$8,000 for the first year (FY2016); \$12,210 the second year (FY2017); \$16,280 the third year (FY2018); \$20,350 the fourth year (FY2019); and \$24,420 the fifth year (FY2020). In addition, the Committee requested to include a 90 day "Early Out" provision in the lease agreement. Because the agreement is with a governmental agency there is not a requirement to publish the agreement 30 days in advance of a regular meeting to approve this lease.

RECOMMENDATION/PROPOSED ACTION:

The Facilities Committee recommends approving the revised lease agreement between Cumberland County and Mid-Carolina Council of Governments for a five (5) year term beginning July 1, 2015 through June 30, 2020 as stipulated within the agreement.

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

LEASE AGREEMENT

Notice of Intent Not Required
Approved by the Board of Commissioners on

This Lease Agreement, made and entered as of the _____ day of _____, 2015, by and between Mid Carolina Council of Governments, located at 130 Gillespie Street, Fayetteville, 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 and 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 4,070 square feet of office space in the Historic Cumberland County Courthouse, located at 130 Gillespie 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, 2015, and unless sooner terminated, continue for five years to June 30, 2020.
2. RENT: The rent shall be at an annual rate of EIGHT THOUSAND (\$8,000) the first year (fiscal year 2016); TWELVE THOUSAND TWO HUNDRED TEN DOLLARS (\$12,210) the second year (fiscal year 2017); SIXTEEN THOUSAND TWO HUNDRED EIGHTY DOLLARS (\$16,280) the third year (fiscal year 2018); TWENTY THOUSAND THREE HUNDRED FIFTY DOLLARS (\$20,350) the fourth year (fiscal year 2019); and TWENTY-FOUR THOUSAND FOUR HUNDRED TWENTY DOLLARS (\$24,420) the fifth year (fiscal year 2020). The rent shall be payable in quarterly installments beginning on July 1st each year.
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 shared use and enjoyment of the Historic Cumberland County Courthouse 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 proposes 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 heating and air conditioning in good working condition. 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:	LESSOR:
Mid Carolina Council of Governments	Cumberland County
Attn: Jim Caldwell, Executive Director	Attn: County Manager
130 Gillespie Street.	P. O. Box 1829
Fayetteville, NC 28302	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:** Either party may terminate the contract upon ninety (90) days' notice in writing to the other party. 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 that LESSEE shall have quiet and peaceable possession and occupancy of the above leased premises in accordance with the terms 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.

- 3) Deli Franchise (See Item 3.G. as recorded below.)
- F. Approval of Cumberland County Finance Committee Report and Recommendations: (For information purposes only.)
- G. Approval of Grant of Franchise for Operation of Courthouse and DSS Snack Bars (First Reading)

BACKGROUND:

Shana B. Yi and Jae Yong Yi (Lee) have been operating the snack bar in the Courthouse since 2003 and at DSS since 2008 under a franchise granted by the Board of Commissioners. The franchise expires on December 31, 2015. Staff advertised for proposals to operate and provide snack bar services on October 8, 2015 and the Yis (Lees) were the only respondent.

Grant of a franchise will require two readings.

RECOMMENDATION/PROPOSED ACTION:

At its meeting held October 23, 2015, the Facilities Committee recommended award of the franchise to the Yis (Lees) d/b/a Go 'N Joy Restaurant for a term of three years with the option to renew for an additional three years in one-year increments.

NORTH CAROLINA

COUNTY OF CUMBERLAND

SNACK BAR FRANCHISE AGREEMENT

First Reading November 16, 2015

THIS AGREEMENT, made and entered into December _____, 2015, by and between SHANA B. YI and JAE YONG YI (LEE), d/b/a Go 'N Joy Restaurant, located at 412½-A North Bragg Boulevard, Spring Lake, North Carolina 28390, hereinafter referred to as "FRANCHISEE", and the COUNTY OF CUMBERLAND, a body politic and corporate of North Carolina, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY is desirous of continuing the grant of a franchise to a food services vendor for the purpose of operating a Snack Bar to provide food services to the visitors and staff of the Cumberland County Courthouse located at 117 Dick Street, Fayetteville, North Carolina 28301 (Courthouse Snack Bar) and the Cumberland County Department of Social Services (DSS) located at 1225 Ramsey Street, Fayetteville, North Carolina 28301(DSS Snack Bar); and

WHEREAS, the COUNTY, through its Board of Commissioners, approved the grant of a franchise for the operation of these two snack bars to the FRANCHISEE upon a second reading at the regular meeting of the Board of Commissioners held December 7, 2015; and

WHEREAS, FRANCHISEE is a food services vendor and has operated the DSS Snack Bar as a franchisee of the County under franchise agreements dated September 23, 2008 and November 7, 2011, and the Courthouse Snack Bar as a franchisee of the County under a franchise agreements dated September 29, 2003 and November 7, 2011 ; and

WHEREAS, FRANCHISEE was the sole respondent to the County's Request for Proposal dated October 8, 2015 and desires to continue to provide the food services at the DSS Snack Bar and the Courthouse Snack Bar; and

WHEREAS, the Board of Commissioners of Cumberland County, North Carolina, finds that FRANCHISEE has fully performed all its obligations under previous franchise agreements and each renewal thereof: and

WHEREAS, the Board of Commissioners desires to grant the described franchises under the terms in this franchise agreement.

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

1. TERM: The FRANCHISEE shall utilize the spaces occupied by the Courthouse Snack Bar and the DSS Snack Bar for the continued operation of those Snack Bars from January 1, 2016 through December 31, 2019. FRANCHISEE shall have the option to renew this franchise agreement for an additional three years in one year increments.
2. AGENCY AND AUTHORITY: The COUNTY hereby designates Assistant County Manager Tracy Jackson as its agent with respect to this Agreement. The Assistant County Manager is authorized, on behalf of the COUNTY, to negotiate directly with the FRANCHISEE on all matters pertaining to this Agreement. The FRANCHISEE agrees that all of its dealings with the COUNTY in respect to the terms and conditions of this Agreement shall be with the Assistant County Manager. Further, the FRANCHISEE specifically agrees that it shall not implement any requested modifications in the specifications of any of the services subject to this Agreement except in the manner described in the paragraph entitled MODIFICATION.
3. SERVICES:
 - a. During the term of this Agreement, COUNTY agrees that the FRANCHISEE shall be authorized to operate a Snack Bar for the purpose of providing food services at the Cumberland County Courthouse, 117 Dick Street, Fayetteville, North Carolina 28301 and at the DSS Building, 1225 Ramsey Street, Fayetteville, North Carolina 28301 (the Snack Bars). The FRANCHISEE has provided, at FRANCHISEE'S own expense, all the construction and equipment necessary to operate these snack bars and FRANCHISEE'S construction and equipment have been approved by the COUNTY. No external signage shall be allowed.
 - b. Food and drink items which are sold at the Snack Bars shall be palatable and of high quality. Prices charged for food and drink shall be no higher than that charged for similar merchandise in other similarly situated local places of business. Said prices are subject to reasonable, periodic adjustments by the FRANCHISEE in order to maintain reasonable profit margins in the operation of the Snack Bars.
 - c. The hours of operation for the FRANCHISEE to provide food services at the Snack Bars shall be weekdays from 7:30 a.m. until 3:00 p.m., closed Saturdays and Sundays, and COUNTY recognized holidays.
 - d. The FRANCHISEE shall employ adequate personnel to provide the needed food services and render prompt, courteous service. The FRANCHISEE will keep the kitchen facilities and equipment clean and orderly.
 - e. Trash disposal services, convenient to the Snack Bars, shall be provided by the COUNTY.
 - f. The FRANCHISEE shall operate the Snack Bars as an independent business enterprise, and shall hire and pay the wages and compensation of all its employees and agents. The FRANCHISEE shall be responsible for the conduct of its employees and agents.
 - g. The FRANCHISEE shall not use or occupy, nor permit the Snack Bars or any part thereof, to be used or occupied for any unlawful business use or purpose deemed disreputable or extra hazardous or which will constitute a public or private nuisance or which is in any way detrimental, harmful, or prejudicial to the COUNTY, or is in violation of any laws, regulations, ordinances or codes, present or future.
 - h. If the COUNTY deems the performance of the FRANCHISEE and the operation of the Snack Bars as unsatisfactory for any reason, COUNTY will notify the FRANCHISEE in writing, providing details of said unsatisfactory performance. FRANCHISEE shall have thirty (30) days to eliminate any deficiencies. Failure to eliminate the deficiencies shall result in termination pursuant to paragraph 12.
 - i. In its operation of the Snack Bars, FRANCHISEE shall maintain a Grade "A" Health Inspection Rating issued by the North Carolina Department of Health and Human Resources, Division of Environmental Health Services. Failure to do so shall result in the immediate termination of the agreement.

- j. Only those foods that have been properly inspected by U.S. Government agencies, and maintained according to Cumberland County Health Department standards may be utilized by the Snack Bar.
- 4. **RECORD KEEPING:** The FRANCHISEE agrees to keep its books, documents, and records relating to the provision of food services under this Agreement for a minimum of one year after the expiration of this franchise.
- 5. **FEES:** During the term of this Agreement, FRANCHISEE shall pay to the COUNTY Six Percent (6%) of the net sales generated by each of the Snack Bars ("the Commission") with a minimum Commission of \$500.00 per month for each of the Snack Bars. The term "net sales" shall mean the gross receipts of the Snack Bars less sales tax and discounts. The Commission shall be paid monthly, by the 15th day of the following month (i.e.: the Commission payable for the month of December shall be paid by January 15th). FRANCHISEE shall provide proof of sales to Cumberland County in the form of a copy of its "Monthly Business Report", along with a copy of cash register tapes, invoices, or other documentation as required by the County. Payments shall be made by check payable to "Cumberland County". Monthly checks and reporting information shall be mailed to: Cumberland County; Attention Tracy Jackson; P. O. Box 1829; Fayetteville, NC 28302-1829. FRANCHISEE shall maintain a point-of-sale system and accept patron debit and credit cards at each location.
- 6. **UTILITIES:** The COUNTY shall provide, at its own expense, to the FRANCHISEE power and water utilities necessitated by the operation of the Snack Bars to include the provision of potable water, all lighting, heating, and cooling requirements for the operation of each of the Snack Bars. The COUNTY shall provide electrical service for all equipment and outlets at the Snack Bars. Any natural gas service shall be provided by FRANCHISEE.
- 7. **MAINTENANCE:** The FRANCHISEE shall maintain and leave said premises in substantially as good condition as when received by it, excepting reasonable wear and tear. The FRANCHISEE shall provide all of the janitorial services necessary to properly maintain the snack bar.
- 8. **LICENSING:** The FRANCHISEE shall obtain, at its own expense, the necessary business and health inspection licenses from the State of North Carolina and the Cumberland County Board of Health and shall continuously comply with all applicable Federal, State, County and City of Fayetteville laws, ordinances and regulations.
- 9. **INSURANCE AND HOLD HARMLESS PROVISIONS:** The FRANCHISEE shall, at its sole cost and expense, secure and constantly maintain during the term of this Agreement public liability and property damage insurance and Workmen's Compensation insurance in the minimum amounts as follows:
 - a. Bodily Injury \$ 500,000.00 for each occurrence, and \$1,000,000.00 aggregate
 - b. Property Damage \$ 500,000.00 for each occurrence, and \$1,000,000.00 aggregate
 - c. Workmen's Compensation insurance covering all of the FRANCHISEE's employees who are engaged in any work at the Snack Bars. The coverage shall meet all statutory requirements.

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

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

beyond the control of FRANCHISEE or the COUNTY, or in any event for consequential damages.

10. NOTICES: Unless otherwise specified herein, any written notices to the parties shall be sufficient if sent by certified mail, return receipt requested, or hand-delivered to:

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

For COUNTY:
Tracy Jackson
Assistant County Manager
PO Box 1829
Fayetteville, NC 28302-1829
(910) 678-7726

11. ASSIGNMENT: The FRANCHISEE shall not assign its contract rights under this Agreement or any part thereof, nor delegate any performance hereunder, nor subcontract without first obtaining the COUNTY'S written approval.
12. TERMINATION: This Agreement may be terminated immediately by the COUNTY or the COUNTY may pursue any other remedy recognized in law or equity upon the violation of any of the terms of the contract. Either party may terminate the contract upon thirty (30) days' notice in writing to the other party. Upon the entering of a judgment of bankruptcy or insolvency by or against the FRANCHISEE, the COUNTY may immediately terminate this Agreement for cause. Upon termination or expiration of this Agreement, FRANCHISEE will immediately remove all equipment, food products, etc., owned by FRANCHISEE from the Snack Bars or any other areas at either Courthouse or the DSS facility controlled by FRANCHISEE.

13. MISCELLANEOUS:

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

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

AN ORDINANCE GRANTING A FRANCHISE FOR THE PROVISION OF FOOD SERVICES AT THE DEPARTMENT OF SOCIAL SERVICES BUILDING LOCATED AT 1225 RAMSEY STREET AND THE CUMBERLAND COUNTY COURTHOUSE LOCATED AT 117 DICK STREET

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

WHEREAS, the County of Cumberland has certain property located at 117 Dick Street, Fayetteville, North Carolina, known as Cumberland County Courthouse; and

WHEREAS, SHANA B. YI AND JAE YONG YI (LEE), propose to provide snacks, meals and drinks to the employees and visitors of the New DSS Building located at 1225 Ramsey Street and the Cumberland County Courthouse, 117 Dick Street, Fayetteville, North Carolina; and

WHEREAS, the Board of Commissioners of Cumberland County wishes to grant the right to use County property to private entities by franchise ordinance and the Board of Commissioners finds and determines that it is in the public interest to grant a franchise to SHANA B. YI AND JAE YONG YI (LEE), for the New DSS Building, 1225 Ramsey Street, and the Cumberland County Courthouse, 117 Dick Street, Fayetteville, North Carolina;

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

Section 1. Purpose:

The purpose of this Ordinance is to provide for the orderly and careful use by SHANA B. YI AND JAE YONG YI (LEE), of a portion of the premises and facilities of the New DSS Building, 1225 Ramsey Street, and the Cumberland County Courthouse, 117 Dick Street, Fayetteville, North Carolina, to provide food services to the employees and visitors to those buildings, and to ensure such use contributes to the general welfare of the citizens of this County.

Section 2. Franchise Granted:

The Board of Commissioners grants a franchise for the use of the areas designated as the snack bar in the DSS Building located at 1225 Ramsey Street, and the County Courthouse located at 117 Dick Street, Fayetteville, North Carolina, to SHANA B. YI AND JAE YONG YI (LEE), for the sole purpose of providing meals, snacks and drinks for the employees and visitors at those buildings. The terms and conditions of such franchise shall be set forth in a Franchise Agreement by and between said franchisee and the County of Cumberland and such terms and conditions are hereby incorporated by reference into this Ordinance.

Adopted upon at a first reading by the Cumberland County Board of Commissioners on the 16th day of November, 2015, and a second reading this 7th day of December, 2015.

H. Ordinance Assessing Property for the Cost of Demolition:

- 1) Case Number: MH616-2014
Property Owner: Samuel & Francine Graham
Property Location: 3421 Seawell Street, Fayetteville, NC
Parcel Identification Number: 0424-79-5251

ORDINANCE ASSESSING PROPERTY FOR THE COSTS
OF DEMOLITION OF A STRUCTURE PURSUANT TO
THE MINIMUM HOUSING CODE OF CUMBERLAND COUNTY
CASE NUMBER: MH 616-2014
PROPERTY OWNER: Samuel & Francine Graham

WHEREAS, the Board of County Commissioners of Cumberland County, North Carolina, on August 17, 2015 enacted an ordinance directing the demolition by the owner(s) of the structure(s) Samuel & Francine Graham located at 3421 Seawell Street, Fayetteville, NC, PIN: 0424-79-5251-, said ordinance being recorded in Book 9710, page 0647, of the Cumberland County Registry of Deeds;

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

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

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

- (1) Said work had been accomplished.
- (2) The cost of such work was \$ 2,900.00.
- (3) There were no salable materials resulting from said work.

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

(1) That the real property on which the work was performed be, and it hereby is, assessed in the amount of \$2,900.00 said sum being the unpaid balance of the cost of the work set forth in the Inspector's Report;

(2) That as provided in the Ordinance of Cumberland County dated August 17, 2015 and in Section 153A-372 of the General Statutes of North Carolina, the amount of the foregoing assessment be, and hereby does constitute, a lien against the real property upon which such costs were incurred, such property being more particularly described as follows:

The structure and premises located at 3421 Seawell, Fayetteville NC, as described in Deed Book 5299, page 0792, of the Cumberland County Registry and identified in County tax records as PIN 0424-79-5251.

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

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

- 2) Case Number: MH 1026-2015
Property Owner: Mack & Eunice Linton
Property Location: 6681 Muscat Road, Fayetteville, NC
Parcel Identification Number: 0403-71-1936

ORDINANCE ASSESSING PROPERTY FOR THE COSTS
OF DEMOLITION OF A STRUCTURE PURSUANT TO
THE MINIMUM HOUSING CODE OF CUMBERLAND COUNTY
CASE NUMBER: MH 1026-2015
PROPERTY OWNER: Mack & Eunice Linton

WHEREAS, the Board of County Commissioners of Cumberland County, North Carolina, on August 17, 2015 enacted an ordinance directing the demolition by the owner(s) of the structure(s) Mack & Eunice Linton located at 6681 Muscat Road, Fayetteville, NC, PIN: 0403-71-1936, said ordinance being recorded in Book 9710, page 0650, of the Cumberland County Registry of Deeds;

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

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

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

- (1) Said work had been accomplished.
- (2) The cost of such work was \$ 2,600.00.
- (3) There were no salable materials resulting from said work.

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

(1) That the real property on which the work was performed be, and it hereby is, assessed in the amount of \$2,600.00 said sum being the unpaid balance of the cost of the work set forth in the Inspector's Report;

(2) That as provided in the Ordinance of Cumberland County dated August 17, 2015 and in Section 153A-372 of the General Statutes of North Carolina, the amount of the foregoing assessment be, and hereby does constitute, a lien against the real property upon which such costs were incurred, such property being more particularly described as follows:

The structure and premises located at 6681 Muscat Road, Fayetteville NC, as described in Deed Book 3351, page 461, of the Cumberland County Registry and identified in County tax records as PIN 0403-71-1936-.

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

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

I. Approval a Proclamation Recognizing December 1, 2015 as "World Aids Day" in Cumberland County.

COUNTY OF CUMBERLAND

NORTH CAROLINA

PROCLAMATION

WHEREAS, today we now join the world in celebrating the extraordinary advancements made in the battle against HIV and AIDS, and remembering those we have lost; and

WHEREAS, over the past three decades, brave men and women have fought devastating discrimination, stigma, doubt, and violence as they stood in the face of this deadly disease; and

WHEREAS, we have been witness to incredible progress, our struggle against HIV/AIDS is far from over. With an infection occurring every nine-and-a-half minutes in America, there are more than one million individuals estimated to be living with the disease in our country; and

WHEREAS, of those currently infected, one in five does not know they have the condition, and the majority of new infections are spread by people who are unaware of their own status; and

WHEREAS, HIV/AIDS does not discriminate as it infiltrates neighborhoods and communities. Americans of any gender, age, ethnicity, income, or sexual orientation can and are contracting the disease.

NOW, THEREFORE, we, the Cumberland County Board of Commissioners, do hereby proclaim December 1, 2015, as World AIDS Day in Cumberland County and urge town officials, and the citizens of Cumberland County to join in activities, programs and faith services to remember those who have lost their lives to AIDS, and to provide support and comfort to those living with this disease.

Adopted this 16th day of November, 2015.

- J. Approval of a Proclamation Recognizing November as “Adoption Awareness Month” in Cumberland County.

COUNTY OF CUMBERLAND

NORTH CAROLINA

PROCLAMATION

WHEREAS, the County of Cumberland recognizes the importance of giving children in foster care permanent, safe and loving families through adoption; and

WHEREAS, every child deserves the chance to grow up in a loving, stable family; and

WHEREAS, children of all ages need adoptive homes and many of them are siblings and need to be placed together; and

WHEREAS, more than 130,000 children in the United States foster care system are waiting to be adopted; and

WHEREAS, more than 10,000 children in North Carolina are waiting for permanent families; and

WHEREAS, more than 844 children in Cumberland County, North Carolina, are in foster care and, of that number, 80 are legally free for adoption and are waiting for “forever” families; and

WHEREAS, the Cumberland County Department of Social Services and the Clerk of Court’s Office are holding several adoption awareness events in November, including a special court session to formalize adoptions for 25 children at 3 p.m. on Tuesday, November 17, 2015, in Room 118 of the Cumberland County Courthouse. Their efforts, along with similar celebrations in all 50 states around the country, will offer children the chance to live with stable and loving families and encourage other dedicated individuals to make a powerful difference in the lives of a child through adoption; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners proclaims November 2015 as Adoption Awareness Month in Cumberland County, North Carolina, and we urge all citizens to join in raising awareness on behalf of the foster children in Cumberland County who are waiting for a loving family. We further encourage communities, businesses, schools, faith-based organizations and families to “answer the call” and honor the special needs of Cumberland County’s children in hopes of securing a permanent, loving family for each and every child regardless of race, age, gender, health, emotional or behavioral condition, and past distress.

Adopted this 16th day of November, 2015.

- K. Approval of a Proclamation Recognizing December 24, 2015 as “St. Ann Catholic Parish Day” in Cumberland County.

COUNTY OF CUMBERLAND

NORTH CAROLINA

PROCLAMATION

WHEREAS, the Cumberland County Board of Commissioners, on behalf of the citizens of Cumberland County, North Carolina, proudly congratulates the St. Ann Catholic Parish on its 75th Anniversary; and

WHEREAS, St. Ann Catholic Church was founded on October 28, 1939, the Feast of St. Jude; and

WHEREAS, the first Mass was celebrated in Mack's Barber Shop in downtown Fayetteville/Cumberland County on Christmas Eve of 1939 with Reverend William P. Ryan, O.M.I. as celebrant; and

WHEREAS, the dedication of St. Ann Catholic Church was held on December 22, 1940 with Bishop McGuinness officiating; and

WHEREAS, St. Ann Catholic Parish, established as a mission for Colored Catholics, has thrived in the Cumberland County area for seventy-five years as a place of worship where "all are welcome.

NOW, THEREFORE, BE IT RESOLVED, that the Cumberland County Board of Commissioners hereby proclaims Thursday, December 24, 2015 to be

St. Ann Catholic Parish Day

in Cumberland County, North Carolina and urges all citizens in our community to participate in this observance.

Adopted this 16th day of November, 2015.

L. Budget Revisions:

(1) Social Services

Revision in the amount of \$9,613 to recognize additional funds available from the Division of Aging and Adult Services. (B16-138) Funding Source – State and Federal

(2) School Capital Project Funds

a. Revision to close the Gray's Creek Middle School Capital Project Fund and to move the remaining cash balance to the School Fund (B16-139) Funding Source – Other

b. Revision to close the New Century Elementary School Capital Project Fund and to move the remaining cash balance to the School Fund (B16-139A) Funding Source – Other

c. Revision to close the New Century Middle School Capital Project Fund and to move the remaining cash balance to the School Fund (B16-139B) Funding Source – Other

d. Revision to budget transfers of the remaining cash balance from the School Capital Project Funds. (B16-139C) Funding Source – Other (Pg. 64)

(3) Cooperative Extension

Revision in the amount of \$1,000 to recognize a donation for the start-up cost for the Cooperative Extension Better Living Series which will begin January 2016. This Series will charge for registration fees for all attendees for all workshops. (B16-140) Funding Source – Other

(4) Emergency Services/Grants

a. Revision in the amount of \$30,000 to adjust for the encumbrances that were rolled and budgeted between FY15 and FY16. (B16-141) Funding Source – Other

b. Revision in the amount of \$99,432 to adjust for the encumbrances that were rolled and budgeted between FY15 and FY16. (B16-142) Funding Source – Other

- MOTION: Commissioner Faircloth moved to approve consent agenda Items 3.A. – 3.L.(4)b. with the exception of Item 3.E.1). as removed for separate discussion and action.
SECOND: Commissioner Council
VOTE: UNANIMOUS (7-0)

3.E.1) Alliance Behavioral Healthcare Lease Terms and Building Renovation (See Item 4.A. as recorded below.)

Commissioners Adams expressed concern that the Board had not received any schematics reflecting the proposed renovations and asked whether the County's dollars could be applied towards the workstations for the County to utilize in the event the Alliance vacated the building. Ms. Cannon noted that Item 3.E.1) was also on the agenda as an Item of Business and stated Rob Robinson of Alliance Behavioral Healthcare, Inc. would provide a presentation to include a schematic. Commissioner Council requested the reversal of Item 4. and Item 5. Consensus followed.

4. Presentation by Mr. Rob Robinson of Alliance Behavioral Healthcare, Inc:

A. Consideration of Approval of the Alliance Behavioral Healthcare Lease Terms and Building Renovation

BACKGROUND:

The Facilities Committee met on November 5, 2015 to discuss the Alliance Behavioral Healthcare lease and building renovation. Alliance Behavioral Healthcare wishes to enter into a lease agreement with Cumberland County for 16,995 square feet of office space located at 711 Executive Place in Fayetteville. Alliance Behavioral Healthcare is also seeking approval to renovate the first and second floors of the building. They would like assistance from the County in the form of a waiver of rent for six (6) months in the amount of \$112,924 and the use of carryover funds from a prior year in the amount of \$387,076 for a total County contribution of \$500,000. Preliminary cost estimates obtained by Alliance Behavioral Healthcare for renovations are projected to be approximately \$1.2 million, with the Alliance responsible for the remaining portion of the renovation.

The proposed term of the lease will be three (3) years initially, with two (2), two (2) year extensions for a total of seven (7) years. The effective date of the lease agreement will be January 1, 2016. If approved, the rent will be waived for the first six (6) months of the lease and thereafter will be \$16,995 per month for the remainder of the lease. Because the agreement is with a governmental agency there is not a requirement to publish the agreement thirty (30) days in advance of a regular meeting to approve this lease. Lease revenue for FY15 has only been budgeted for the first half of the fiscal year.

Other terms include the following:

- Alliance Behavioral Healthcare shall:
 - Be responsible for bidding the project
 - Be responsible for project management
 - Provide the Cumberland County Department of Engineering & Infrastructure (E&I Dept.) a copy of all monthly pay applications submitted by the contractor within 10 days of receiving
 - Provide E&I Dept. a copy of all receipts for furniture ordered for the renovated area within 15 days of purchasing
 - Provide a set of final as-built drawings to E&I Dept. within 30 days of final completion of project
 - Remove and properly dispose of any existing furniture that will not be utilized post-renovation.
 - Provide a full evaluation of the impact of the proposed renovations on the building's current HVAC system, and pay for all associated costs of any necessary upgrades that are a result of the proposed renovations.

- Cumberland County's Department of Engineering and Infrastructure shall:
 - Review and approve renovation plans prior to bidding
 - Attend pre-bid and pre-construction meetings
 - Review and approve any change order greater than \$5,000 prior to the work being completed
 - E&I Dept. shall be made aware of all other change orders on a monthly basis

Second Floor Proposed Design



Request for Funding

- Projected costs: \$1.2M
 - Demo, build, furniture, design, project management
- Request from County: 50% up to \$500K
 - Carryover funds from prior year – \$383,578
 - Waive rent for six months, January-June – \$116,422
- Remaining project cost to be covered by Alliance

In response to a questions posed by Commissioner Keefe, Ms. Goodfellow stated the Alliance is primarily funded by Medicaid. Commissioner Keefe stated the total County contribution is \$500,000 and asked whether the furniture priced at \$350,000 could be credited to the County as well. Ms. Goodfellow responded in the affirmative. Commissioner Adams asked how the projected cost of \$1.2 million was derived. Ms. Goodfellow stated the Alliance worked with Heery International, a company that has performed other work for the County, and they conducted an extensive review and walk through with County staff. Commissioner Adams asked whether a termination clause should be included in the lease agreement. Discussion followed. Chairman Edge spoke to the future merger of MCO's across the state and stated no one knows exactly when this will occur. Rick Moorefield, County Attorney, stated he could make sure there is an out provision in the event the Alliance is reconstituted.

MOTION: Commissioner Lancaster moved to approve the terms for the Alliance Behavioral Healthcare lease agreement and the proposed building renovations.

SECOND: Commissioner Council

DISCUSSION: Mr. Robinson stated the Alliance would request that an out clause be included in the lease agreement. Commissioner Adams stated he did not feel an out clause was needed after hearing what Chairman Edge said about future mergers of MCO's and he was comfortable with the long term lease. Commissioner Keefe inquired regarding inclusion of the furniture, fixtures and equipment in lieu of rent. Mr. Moorefield advised he would recommend a separate agreement to address those items because they are not related to the lease terms.

VOTE: UNANIMOUS (7-0)

B. Discussion of the Impact of Recent State Budget Actions

Mr. Robinson stated the Medicaid transformation consisted of integrated care between behavioral and physical health. Mr. Robinson stated the Alliance was impacted by Medicaid Reform and funding cuts and the big piece of Medicaid Reform was how to achieve cost containment and prove outcomes for physical health. Mr. Robinson stated on the physical health side, three commercial managed care companies were brought in

with six fixed regions of provider led entities such as hospitals, specialty groups and outpatient providers to operate under a capitated system. Mr. Robinson stated the behavioral health side was left alone for four years after approval which means the Alliance has five to seven years during which time it will learn how to operate in the new system and work more closely with the physical health partners.

Mr. Robinson stated LME/MCOs received a \$112 million cut this year and will receive a cut of \$152 million next year for services. Mr. Robinson stated this equates to about \$11 million in cuts this year and \$17 million next year for the Alliance. Mr. Robinson stated these significant cuts are expected to be taken from the Alliance's fund balance, funds that were going to be used to expand services in all four of the Alliance's communities. Mr. Robinson stated some of the fund balance can still be used to invest in and expand services but if cuts continue, the Alliance will have to make further changes. Ms. Goodfellow stated the cuts this year are based on state funds and the Alliance, having been made up of single LME's, is forced to cover that cut from Medicaid savings unlike other MCO's. Ms. Goodfellow also stated Medicaid funds cannot be used to cover state services; however, the fund balance can be used and without the fund balance, there would have to be a reduction in state services. Ms. Goodfellow stated state legislators cut funds from the state because they could not touch Medicaid funds.

5. Public Hearings

Ms. Cannon explained the Board of Commissioners' procedures for public hearings.

Uncontested Rezoning Cases

Tom Lloyd, Planning and Inspections Director, stated there were no speakers signed up in opposition to Case P15-52 or Case P15-53 and the Planning Board recommended approval of Case P15-52 and Case P15-53. Mr. Lloyd stated the property owners in each case are requesting rezoning of a portion of their property to make it the same zoning as the other portions of their property.

- A. Case P15-52: Rezoning of 3.00+/- acres from C(P) Planned Commercial and R6A Residential to C(P) Planned Commercial, or to a more restrictive zoning district, located at 110 and 112 Alabama Lane, submitted by Betty H. Strickland (owner) and Joseph T. Strickland.

Staff Recommendation:

1st motion for Case P15-52: Move to find the request for rezoning consistent with the 2030 Growth Vision Plan, and any other applicable land use plan, reasonable and in the public interest for the reasons stated in the recommendations of the Planning Staff included in the agenda package and as reflected in the minutes of the Planning Board's consideration of this case, which minutes are to be fully incorporated herein by reference.

2nd motion for Case P15-52: Move to approve the request for C(P) Planned Commercial District as recommended by the Planning Staff included in the agenda package and as reflected in the minutes of the Planning Board's consideration of this case, which minutes are to be fully incorporated herein by reference.

Planning Board Recommendation: Approve the Staff Recommendation.

Chairman Edge opened the public hearing for Case P15-52.

The clerk to the board advised there were no speakers for Case P15-52.

Chairman Edge closed the public hearing for Case P15-52.

MOTION: Commissioner Council moved in Case P15-52 to find the request for rezoning consistent with the 2030 Growth Vision Plan, and any other applicable land use plan, reasonable and in the public interest for the reasons stated in the recommendations of the Planning Staff included in the agenda package and as reflected in the minutes of the Planning Board's consideration of this case, which minutes are to be fully incorporated herein by reference.

SECOND: Commissioner Faircloth
VOTE: UNANIMOUS (7-0)

MOTION: Commissioner Council moved in Case P15-52 to approve the request for C(P) Planned Commercial District as recommended by the Planning Staff included in the agenda package and as reflected in the minutes of the Planning Board's consideration of this case, which minutes are to be fully incorporated herein by reference.

SECOND: Commissioner Adams
VOTE: UNANIMOUS (7-0)

B. Case P15-53: Rezoning of 33.38+/- acres from A1 Agricultural and RR Rural Residential to RR Rural Residential, or to a more restrictive zoning district; located on the northwest side of SR 1885 (Hummingbird Place), south of SR 1864 (Huckleberry Road); submitted by Albert O. McCauley on behalf of AOM Investments, LLC. (owner).

Staff Recommendation:

1st motion for Case P15-53: Move to find the request for rezoning consistent with the 2030 Growth Vision Plan, and any other applicable land use plan, reasonable and in the public interest for the reasons stated in the recommendations of the Planning Staff included in the agenda package and as reflected in the minutes of the Planning Board's consideration of this case, which minutes are to be fully incorporated herein by reference.

2nd motion for Case P15-53: Move to approve the request for RR Rural Residential District as recommended by the Planning Staff included in the agenda package and as reflected in the minutes of the Planning Board's consideration of this case, which minutes are to be fully incorporated herein by reference.

Planning Board Recommendation: Approve the Staff Recommendation.

Chairman Edge opened the public hearing for Case P15-53.

The clerk to the board advised there were no speakers for Case P15-53.

Chairman Edge closed the public hearing for Case P15-53.

MOTION: Commissioner Faircloth moved in Case P15-53 to find the request for rezoning consistent with the 2030 Growth Vision Plan, and any other applicable land use plan, reasonable and in the public interest for the reasons stated in the recommendations of the Planning Staff included in the agenda package and as reflected in the minutes of the Planning Board's consideration of this case, which minutes are to be fully incorporated herein by reference.

SECOND: Commissioner Council
VOTE: UNANIMOUS (7-0)

MOTION: Commissioner Faircloth moved in Case P15-53 to approve the request for RR Rural Residential District as recommended by the Planning Staff

included in the agenda package and as reflected in the minutes of the Planning Board's consideration of this case, which minutes are to be fully incorporated herein by reference.

SECOND: Commissioner Council
VOTE: UNANIMOUS (7-0)

Other Public Hearings - Minimum Housing Code Enforcement

The clerk to the board administered an oath to Scott Walters, Code Enforcement Manager.

- C. Case Number: MH 1089-2015
Property Owner: Fort, Mavis, James, & Aubrey McGilberry
Property Location: 204 Forte Road, Stedman, NC
Parcel Identification Number: 0486-80-0105

**AFFIDAVIT OF THE HOUSING INSPECTOR'S REPORT
BEFORE THE BOARD OF CUMBERLAND COUNTY COMMISSIONERS**

I, Joan Fenley, Inspector for the County of Cumberland Inspection Department, acting in my official capacity, being duly sworn, depose and say:

BACKGROUND: That the following is a report on Minimum Housing case number MH 1089-2015.

Property Owner: Fort, Mavis, James & Aubrey McGilberry
Home Owner: Fort, Mavis, James & Aubrey McGilberry
Property Address: 204 Forte Rd; Stedman, NC
Tax Parcel Identification Number: 0486-80-0105

SYNOPSIS: This property was inspected on 6/18/2015. The property owners and parties of interest were legally served with Notice of Violations and were afforded a Hearing on 9/14/2015. Melantha Williams attended the Hearing by phone. It was ordered that the structure be repaired to a minimum standard for human habitation, or be demolished and the debris removed from the premises by a date not later than 10/14/2015. The property owners and parties of interest were notified of the appeal procedures when they were served with the Findings of Fact and Order. No appeal was filed. Upon my visit to the property on 11/5/2015, no corrective action has been made to the structure. The structure is presently vacant and unsecured. In its present state, this structure constitutes a fire, health, and safety hazard.

The estimated cost to repair the structure to a minimum standard for human habitation is \$48,412.00. The Assessor for Cumberland County has the structure presently valued at \$571.00.

RECOMMENDATION: IT IS THE RECOMMENDATION OF THE PLANNING & INSPECTION DEPARTMENT THAT THE STRUCTURE BE DEMOLISHED, AND THE DEBRIS REMOVED FROM THE LOT.

This is the duly advertised/noticed public hearing set for this date and time.

Chairman Edge opened the public hearing.

The clerk to the board advised there were no speakers.

Chairman Edge closed the public hearing.

MOTION: Commissioner Council moved to adopt the order and report of the Minimum Housing Inspector as the true facts in this case; to order the property owner to remove or demolish the dwelling within 30 days; to order the Inspector to remove or demolish the dwelling if the owner fails

to do so and impose a lien on the real property for the cost of such action; and to direct the clerk to incorporate the foregoing findings and orders in an ordinance certified by the Chairman and record the same in the Register of Deeds.

SECOND: Chairman Edge
VOTE: UNANIMOUS (7-0)

- D. Case Number: MH 1135-2015
Property Owner: Mary Melvin Locke Heirs
Property Location: 2307 L.A. Dunham Road, Fayetteville, NC
Parcel Identification Number: 0446-92-9317

**AFFIDAVIT OF THE HOUSING INSPECTOR'S REPORT
BEFORE THE BOARD OF CUMBERLAND COUNTY COMMISSIONERS**

I, Joan Fenley, Inspector for the County of Cumberland Inspection Department, acting in my official capacity, being duly sworn, depose and say:

BACKGROUND: That the following is a report on Minimum Housing case number MH 1135-2015.

Property Owner: Mary Melvin Locke Heirs
Home Owner: Mary Melvin Locke Heirs
Property Address: 2307 L A Dunham Rd; Fayetteville, NC
Tax Parcel Identification Number: 0446-92-9317

SYNOPSIS: This property was inspected on 7/14/2015. The property owners and parties of interest were legally served with Notice of Violations and were afforded a Hearing on 8/17/2015. No one attended the Hearing. It was ordered that the structure be repaired to a minimum standard for human habitation, or be demolished and the debris removed from the premises by a date not later than 9/16/2015. The property owners and parties of interest were notified of the appeal procedures when they were served with the Findings of Fact and Order. No appeal was filed. Upon my visit to the property on 11/5/2015, no corrective action has been made to the structure. The structure is presently vacant and unsecured. In its present state, this structure constitutes a fire, health, and safety hazard.

The estimated cost to repair the structure to a minimum standard for human habitation is \$68,012.00. The Assessor for Cumberland County has the structure presently valued at \$00.00.

RECOMMENDATION: IT IS THE RECOMMENDATION OF THE PLANNING & INSPECTION DEPARTMENT THAT THE STRUCTURE BE DEMOLISHED, AND THE DEBRIS REMOVED FROM THE LOT.

This is the duly advertised/noticed public hearing set for this date and time.

Chairman Edge opened the public hearing.

The clerk to the board advised there were no speakers.

Chairman Edge closed the public hearing.

MOTION: Commissioner Keefe moved to adopt the order and report of the Minimum Housing Inspector as the true facts in this case; to order the property owner to remove or demolish the dwelling within 30 days; to order the Inspector to remove or demolish the dwelling if the owner fails to do so and impose a lien on the real property for the cost of such action; and to direct the clerk to incorporate the foregoing findings and orders in an

ordinance certified by the Chairman and record the same in the Register of Deeds.

SECOND: Commissioner Council
VOTE: UNANIMOUS (7-0)

- E. Case Number: MH 1085-2015
Property Owner: Tonto Morrison
Property Location: 3523 Cumberland Road, Fayetteville, NC
Parcel Identification Number: 0416-90-6039

**AFFIDAVIT OF THE HOUSING INSPECTOR'S REPORT
BEFORE THE BOARD OF CUMBERLAND COUNTY COMMISSIONERS**

I, Joan Fenley, Inspector for the County of Cumberland Inspection Department, acting in my official capacity, being duly sworn, depose and say:

BACKGROUND: That the following is a report on Minimum Housing case number MH 1085-2015.

Property Owner: Tonto Morrison
Home Owner: Tonto Morrison
Property Address: 3523 Cumberland Rd, Fayetteville, NC
Tax Parcel Identification Number: 0416-90-6039

SYNOPSIS: This property was inspected on 6/18/2015. The property owners and parties of interest were legally served with Notice of Violations and were afforded a Hearing on 7/13/2015. No one attended the Hearing. It was ordered that the structure be repaired to a minimum standard for human habitation, or be demolished and the debris removed from the premises by a date not later than 9/11/2015. The property owners and parties of interest were notified of the appeal procedures when they were served with the Findings of Fact and Order. No appeal was filed. Upon my visit to the property on 11/5/2015, no corrective action has been made to the structure. The structure is presently vacant and unsecured. In its present state, this structure constitutes a fire, health, and safety hazard.

The estimated cost to repair the structure to a minimum standard for human habitation is \$35,672.00. The Assessor for Cumberland County has the structure presently valued at \$487.00.

RECOMMENDATION: IT IS THE RECOMMENDATION OF THE PLANNING & INSPECTION DEPARTMENT THAT THE STRUCTURE BE DEMOLISHED, AND THE DEBRIS REMOVED FROM THE LOT.

This is the duly advertised/noticed public hearing set for this date and time.

Chairman Edge opened the public hearing.

The clerk to the board advised there were no speakers.

Chairman Edge closed the public hearing.

MOTION: Commissioner Keefe moved to adopt the order and report of the Minimum Housing Inspector as the true facts in this case; to order the property owner to remove or demolish the dwelling within 30 days; to order the Inspector to remove or demolish the dwelling if the owner fails to do so and impose a lien on the real property for the cost of such action; and to direct the clerk to incorporate the foregoing findings and orders in an ordinance certified by the Chairman and record the same in the Register of Deeds.

SECOND: Commissioner Council
VOTE: UNANIMOUS (7-0)

- F. Case Number: MH 1023-2015
Property Owner: Stacy L. & Ernestine Carthon
Property Location: 4813 Battery Court, Fayetteville, NC
Parcel Identification Number: 0433-77-9399

**AFFIDAVIT OF THE HOUSING INSPECTOR'S REPORT
BEFORE THE BOARD OF CUMBERLAND COUNTY COMMISSIONERS**

I, Joan Fenley, Inspector for the County of Cumberland Inspection Department, acting in my official capacity, being duly sworn, depose and say:

BACKGROUND: That the following is a report on Minimum Housing case number MH 1023-2015.

Property Owner: Stacy L. & Ernestine Carthon
Home Owner: Stacy L. & Ernestine Carthon
Property Address: 4813 Battery Ct; Fayetteville, NC
Tax Parcel Identification Number: 0433-77-9399

SYNOPSIS: This property was inspected on 4/2/2015. The property owners and parties of interest were legally served with Notice of Violations and were afforded a Hearing on 6/29/2015. No one attended the Hearing. It was ordered that the structure be repaired to a minimum standard for human habitation, or be demolished and the debris removed from the premises by a date not later than 9/11/2015. The property owners and parties of interest were notified of the appeal procedures when they were served with the Findings of Fact and Order. No appeal was filed. Upon my visit to the property on 11/5/2015, no corrective action has been made to the structure. The structure is presently vacant and unsecured. In its present state, this structure constitutes a fire, health, and safety hazard.

The estimated cost to repair the structure to a minimum standard for human habitation is \$54,243.00. The Assessor for Cumberland County has the structure presently valued at \$439.00.

RECOMMENDATION: IT IS THE RECOMMENDATION OF THE PLANNING & INSPECTION DEPARTMENT THAT THE STRUCTURE BE DEMOLISHED, AND THE DEBRIS REMOVED FROM THE LOT.

This is the duly advertised/noticed public hearing set for this date and time.

Chairman Edge opened the public hearing.

The clerk to the board advised there were no speakers.

Chairman Edge closed the public hearing.

MOTION: Commissioner Faircloth moved to adopt the order and report of the Minimum Housing Inspector as the true facts in this case; to order the property owner to remove or demolish the dwelling within 30 days; to order the Inspector to remove or demolish the dwelling if the owner fails to do so and impose a lien on the real property for the cost of such action; and to direct the clerk to incorporate the foregoing findings and orders in an ordinance certified by the Chairman and record the same in the Register of Deeds.

SECOND: Chairman Edge
VOTE: UNANIMOUS (7-0)

- G. Case Number: MH 1110-2015
Property Owner: Carla Frances Gibson
Property Location: 5348 Chicken Foot Road & 2787 McCall Road, St. Pauls, NC
Parcel Identification Number: 0339-06-9237

**AFFIDAVIT OF THE HOUSING INSPECTOR'S REPORT
BEFORE THE BOARD OF CUMBERLAND COUNTY COMMISSIONERS**

I, George Hatcher, Inspector for the County of Cumberland Inspection Department, acting in my official capacity, being duly sworn, depose and say:

BACKGROUND: That the following is a report on Minimum Housing case number MH 1110-2015.

Property Owner: Carla Frances Gibson
Home Owner: Carla Frances Gibson
Property Address: 5348 Chicken Foot Road & 2787 McCall Road, St. Pauls, NC
Tax Parcel Identification Number: 0339-06-9237

SYNOPSIS: This property was inspected on 6/17/2015. The property owners and parties of interest were legally served with Notice of Violations and were afforded a Hearing on 8/27/2015. Carla Frances Gibson attended the Hearing. It was ordered that the structure be repaired to a minimum standard for human habitation, or be demolished and the debris removed from the premises by a date not later than 9/27/2015. The property owners and parties of interest were notified of the appeal procedures when they were served with the Findings of Fact and Order. No appeal was filed. Upon my visit to the property on 11/5/2015, no corrective action has been made to the structure. The structure is presently vacant and unsecured. In its present state, this structure constitutes a fire, health, and safety hazard.

The estimated cost to repair the structure to a minimum standard for human habitation is \$47,040.00. The Assessor for Cumberland County has the structure presently valued at \$2,500.00 (utility value).

RECOMMENDATION: IT IS THE RECOMMENDATION OF THE PLANNING & INSPECTION DEPARTMENT THAT THE STRUCTURE BE DEMOLISHED, AND THE DEBRIS REMOVED FROM THE LOT.

This is the duly advertised/noticed public hearing set for this date and time.

Chairman Edge opened the public hearing.

The clerk to the board advised there were no speakers.

Chairman Edge closed the public hearing.

MOTION: Commissioner Council moved to adopt the order and report of the Minimum Housing Inspector as the true facts in this case; to order the property owner to remove or demolish the dwelling within 30 days; to order the Inspector to remove or demolish the dwelling if the owner fails to do so and impose a lien on the real property for the cost of such action; and to direct the clerk to incorporate the foregoing findings and orders in an ordinance certified by the Chairman and record the same in the Register of Deeds.

SECOND: Commissioner Lancaster

VOTE: UNANIMOUS (7-0)

H. Removed from agenda.

ITEMS OF BUSINESS

6. Consideration of Interlocal Agreement on the Homeless Initiative and Approval of Two New Positions and Associated Budget Revisions

BACKGROUND:

The Finance Committee met on November 5, 2015 and discussed the joint City/County homeless initiative. Both the City and County have adopted strategic plans to address homelessness and both governing bodies have indicated that working cooperatively to end homelessness in our community is a priority. Staff developed an Interlocal Agreement between the City and County and proposes the following:

- Classify and Fill Two New Positions: a Homeless Coordinator position and a Data & Evaluation Analyst position. Both positions will be assigned to the Cumberland County Community Development Department.
- The County and City collectively have contributed \$150,000 in FY16 for this endeavor (\$100,000 from the County and \$50,000 from the City). It is estimated that approximately \$63,777 will be utilized for salaries and benefits for the remainder of FY16, \$9,000 has been committed to the Homeless Information System needed for compiling data about the homeless, and the remaining \$77,223 will be utilized to fill gaps in services for rapid re-housing and preventing homelessness. Completing an interlocal agreement and hiring two homeless specialists will serve as the foundation for expanding programs and services for the homeless.

RECOMMENDATION/PROPOSED ACTION:

The Finance Committee’s recommendation is to approve the proposed Interlocal Agreement with the City of Fayetteville, the addition of two new positions in the Cumberland County Community Development Department and approval of the associated budget revisions B16-137, B16-137A and B16-137B to address homelessness in Cumberland County and the City of Fayetteville.

NORTH CAROLINA

INTERLOCAL AGREEMENT BETWEEN
CUMBERLAND COUNTY AND THE
CITY OF FAYETTEVILLE TO ADDRESS
CUMBERLAND COUNTY
HOMELESSNESS

Approved by the Cumberland County Board of Commissioners _____
Approved by the Fayetteville City Council _____

This interlocal agreement is made pursuant to Article 20, Chapter 160A of the General Statutes of North Carolina by and between Cumberland County, a body corporate and politic and a political subdivision of the State of North Carolina, and the City of Fayetteville, a municipal corporation existing under the laws of the State of North Carolina.

WITNESSETH:

Whereas, the parties have funded programs and services to address homelessness by their respective community development agencies for a number of years; and

Whereas, the parties desire to establish a partnership that addresses homelessness through the formation of an advisory committee, appropriate programs and services, and the hiring of two new personnel, a Homeless Coordinator and a Data & Evaluation Analyst, to be jointly funded by the parties and assigned to the Cumberland County Community Development Department.

Now therefore, in consideration of the mutual covenants set forth herein, and pursuant to the specific authority granted to them by Article 20, Chapter 160A of the General Statutes of North Carolina, the parties agree as follows:

- (1) The purpose of this agreement is for the parties to jointly undertake the provision of community-wide programs and services that address homelessness (the “undertaking”).
- (2) The duration of the agreement shall be for so long as the parties conduct activities pursuant to the undertaking.
- (3) The undertaking shall be directed by a committee to be designated the Homeless Initiatives Committee. The committee shall consist of the County Manager or designee, the

County's Governmental Affairs Officer, the City Manager or designee, the Chairman of the Cumberland County Continuum of Care (CoC), the City and County Community Development Directors, and the Homeless Coordinator will meet regularly to coordinate and develop strategies to address homelessness through community-wide programs and services.

(4) Any new personnel necessary to the execution of the undertaking shall be employees of Cumberland County and shall be assigned to the County's Community Development Department under the supervision of the Community Development Director for Cumberland County.

(5) The parties will jointly fund the new personnel and associated programs and services in a sufficient amount to cover all the costs necessary to the execution of the undertaking in accordance with the budgets approved by the parties' governing boards.

(6) This agreement may be amended at any time by the execution of an amendment approved by the governing boards of both parties.

(7) This agreement may be terminated at the end of any fiscal year by the vote of either governing board with written notice of such termination being given to the other governing board at least sixty (60) days prior to the date of termination.

This interlocal agreement has been approved by the governing board of each party and entered into the minutes of the meeting at which such action was taken as indicated above.

Ms. Cannon stated the Board of Commissioners and Fayetteville City Council adopted strategic plans to address homelessness and held a joint meeting in May 2015 to hear about homeless initiatives and philosophies. Ms. Cannon stated during the joint meeting, it was identified that there was the need for a Homeless Coordinator. Ms. Cannon stated the Homeless Coordinator will implement the strategic initiatives developed jointly by the City and the County, will assess and coordinate the resources among the many providers in the community and will work in collaboration with the City and the County. Ms. Cannon stated also recommended is a Data & Evaluation Analyst position; this position will manage and analyze the Homeless Information Management System (HIMS) required by HUD and will begin to gather data about the homeless population in order to track and strategically identify the appropriate resources they need.

Ms. Cannon stated the interlocal agreement includes reimbursement from the City; the City budgeted \$50,000 and the County allocated \$100,000. Ms. Cannon stated the interlocal agreement also calls for a homeless committee which will be made up of City and County staff, Community Development departments from the City and County and the Homeless Coordinator position; this committee will continue to work to identify the appropriate strategic pathways to address homeless issues in the community. Ms. Cannon stated out of the \$100,000, \$63,777 will be included for the two new positions for the remainder of FY16; \$9,000 will be set aside for the HIMS fee and the remaining \$77,223 will be utilized for services such as rapid re-housing and housing funding for those who may be at risk of being homeless.

Questions and comments followed.

MOTION: Commissioner Lancaster moved to approve the proposed Interlocal Agreement with the City of Fayetteville, the addition of two new positions in the Cumberland County Community Development Department and approval of the associated budget revisions B16-137, B16-137A and B16-137B.

SECOND: Commissioner Evans

VOTE: UNANIMOUS (7-0)

7. Nominations to Boards and Committees

A. Joint Appearance Commission (1 Vacancy)

Commissioner Adams nominated George Quigley.

8. Appointments to Boards and Committees

A. Farm Advisory Board (3 Vacancies)

Nominees:

Farmer Position: Sherrill Jernigan
Wayne Beard (Reappointment)
Vance Tyson (Reappointment)

MOTION: Commissioner Faircloth moved to appoint Sherill Jernigan, Wayne Beard and Vance Tyson to the Farm Advisory Board in the Farmer positions.

SECOND: Commissioner Council

VOTE: UNANIMOUS (7-0)

B. Fayetteville/Cumberland County Economic Development Corporation
(3 Vacancies)

Nominees: (Approve One Seat Per Term)

One Year Term: Board of Commissioners' Chairman or Designee

Two Year Term: Franklin Douglas Byrd III
Billy R. King
Tim Richardson

Three Year Term: Juanita Pilgrim
Tim Richardson

Commissioner Evans withdrew his nomination of Billy R. King for a two year term.

Commissioner Keefe withdrew his nomination of Tim Richardson for a three year term.

MOTION: Commissioner Faircloth moved to appoint to the Fayetteville Cumberland County Economic Development Corporation the Board of Commissioners' Chairman or Designee for a one year term, Tim Richardson for a two year term and Juanita Pilgrim for a three year term.

SECOND: Commissioner Evans

VOTE: UNANIMOUS (7-0)

C. Tourism Development Authority (1 Vacancy)

Nominee:

Hotels/Motels Under 100 Rooms Representative: Vivek Tandon

MOTION: Commissioner Faircloth moved to appoint Vivek Tandon to the Tourism Development Authority in the position of Hotels/Motels Under 100 Rooms Representative.

SECOND: Commissioner Council

VOTE: UNANIMOUS (7-0)

9. Closed Session: A.) Personnel Matter(s) Pursuant to
NCGS 143.318.11(a)(6)

MOTION: Commissioner Faircloth moved to go into closed session for Personnel Matter(s) pursuant to NCGS 143-318.11(a)(6).

SECOND: Commissioner Lancaster

VOTE: UNANIMOUS (7-0)

MOTION: Commissioner Adams moved to reconvene in open session.

SECOND: Commissioner Evans

VOTE: UNANIMOUS (7-0)

MOTION: Commissioner Adams moved to adjourn.
SECOND: Commissioner Evans
VOTE: UNANIMOUS (7-0)

There being no further business, the meeting adjourned at 8:40 p.m.

Approved with/without revision:

Respectfully submitted,

Candice H. White
Clerk to the Board