

CUMBERLAND COUNTY BOARD OF COMMISSIONERS  
MONDAY, NOVEMBER 17, 2014 – 6:45 PM  
117 DICK STREET, 1<sup>ST</sup> FLOOR, ROOM 118  
REGULAR/REZONING MEETING  
MINUTES

PRESENT: Commissioner Jeannette Council, Chairman  
Commissioner Kenneth Edge, Vice Chairman  
Commissioner Charles Evans  
Commissioner Marshall Faircloth  
Commissioner Jimmy Keefe  
Commissioner Billy King  
Commissioner Ed Melvin  
Amy Cannon, County Manager  
James Lawson, Deputy County Manager  
Melissa Cardinali, Assistant County Manager  
Rick Moorefield, County Attorney  
Sally Shutt, Governmental Affairs Officer  
Tom Lloyd, Planning and Inspections Director  
Bobby Howard, Solid Waste Director  
Jeffrey Brown, Engineering and Infrastructure Director  
George Hatcher, Code Enforcement Officer  
Joey Lewis, Code Enforcement Officer  
Debra Johnson, Code Enforcement Officer  
Joan Fenley, Code Enforcement Officer  
Candice White, Clerk to the Board  
Kellie Beam, Deputy Clerk to the Board  
Press

Chairman Council called the meeting to order.

INVOCATION / PLEDGE OF ALLEGIANCE

Commissioner Melvin provided the invocation followed by the Pledge of Allegiance to the American flag.

Chairman Council recognized and welcomed to the meeting Senior Resident Superior Court Judge Jim Ammons, District Attorney Greg West, Sheriff Earl “Moose” Butler, Chief Deputy Ennis Wright, Commissioner-Elect Larry Lancaster and Ronnie Mitchell, Legal Counsel for the Sheriff’s Office.

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

Chairman Council recognized the clerk to the board who called the following speakers:

Larry Baldwin – Mr. Baldwin appeared on behalf of Cape Fear River Watch and Riverkeeper and Waterkeeper Alliance and stated other than not locating Sanderson Farms in the Cedar Creek area, the focus should be on secondary impacts from the slaughter house such as the poultry barns and the resulting millions of tons of waste they will generate annually. Mr. Baldwin stated there is little regulatory control as to where the waste will be applied; the waste will harm the land and the already challenged creeks and streams that surround the application fields.

Amy Jensen - Ms. Jensen stated she was present to support the Flaming Sword Christian Academy and was a colleague of the next speaker, Samantha Jungohan.

Samantha Jungohan - Ms. Jungohan explained why Flaming Sword Christian Academy, a special needs private school, was an asset to Cumberland County. Ms. Jungohan requested the assistance of the Board of Commissioners in the school’s search for ten acres of land in Cumberland County to help with the growth of the school’s student body which had increased 1867% in twelve years.

David B. Carter – Mr. Carter stated he operated a factory in Laurel, Mississippi and had Sanderson Farms for a neighbor for over 26 years. Mr. Carter stated although a good company, the proposal to bring a plant to Cumberland County is a bad idea due to the population density and environmental concerns. Mr. Carter stated should Sanderson Farms locate in the county, the company should be required to run its process through the city’s sewage system to avoid many of the environmental concerns. Mr. Carter stated a concern that has not been addressed is the plant’s use of the toxic substance anhydrous ammonia in its refrigeration operations.

Betty Jo Smith – Ms. Smith spoke to concerns regarding the negative impact Sanderson Farms would have on the school district if the company were to locate in the Cedar Creek area. Ms. Smith asked the county to cut all business dealings with Sanderson Farms and bring environmentally friendly businesses to the Cedar Creek Business Center.

Douglas Modde – Mr. Modde appeared as the spokesperson for the Southwest Cumberland County Land Use Plan and asked the county to begin progress on the new fire department, Sheriff’s annex and tornado shelter for Hope Mills as proposed in the plan. Mr. Modde stated the county’s beautification committee should plant flowers around the “Welcome to Cumberland County” signs and main access roads, and also place signs in the major creeks in the county.

Recognition of Cumberland County Citizens’ Academy Graduates (\*denotes county employee)

On behalf of the Board of Commissioners, Chairman Council recognized graduates of the Fall 2014 Citizens’ Academy as recorded below.

Joann Beam	Vicky Leary	Edward Perry
Michael Burns	Leslie Lowder*	Tawanda Robinson
Brenda Cameron	Bianco Marsh	Stephen Rogers
Shantal Covington	Bonita McNeil	Kim Sanders*
Jintana Cutno	Ruby Melvin	Michael Tallant
Dorothy Hinrichs	Mary Morehouse	Linda Thomas
Kenneth Johnson	Abraham Myles	Marvin Thomas*
Willie Johnson*	Augusta Newman	Cynthia West
Alexis Kondratyk	Dawn O’Donnell	Theresa Williams*
Philip Leary	Phillip Perrier	Jennie Worrells*

Amy Cannon, County Manager, requested the removal from the agenda of Item 8.A. Closed Session for Economic Development Matter(s) Pursuant to NCGS 143-318.11(a)(4).

1. Approval of Agenda

MOTION: Commissioner King moved to approve the agenda with the removal of Item 8.A. Closed Session for Economic Development Matter(s) Pursuant to NCGS 143-318.11(a)(4).

SECOND: Commissioner Edge

VOTE: UNANIMOUS (7-0)

2. Consent Agenda

A. Approval of minutes for the November 3, 2014 regular meeting

B. Approval of Proposed Additions to the State Secondary Road System:

BACKGROUND:

The North Carolina Department of Transportation has received petitions requesting the following street be placed on the State Secondary Road System for maintenance

Eastover Township: Chipper Street

DOT has determined that the above street is eligible for addition to the state system.

**RECOMMENDATION/PROPOSED ACTION:**

NCDOT recommends that the above named street be added to the State Secondary Road System. County Management concurs. Approve the above listed street for addition to the State Secondary Road System.

- C. Approval of a Resolution of Board of Commissioners of Cumberland County, North Carolina, Regarding Continued Participation in County Health Insurance Plan by Retirees

**BACKGROUND:**

By resolution adopted August 20, 2001, the Board of Commissioners amended the plan for the participation of former commissioners in the County's group health insurance program. The statute governing retirement insurance benefits was amended, effective August 28, 2009, and October 1, 2009, to require that commissioners must have ten years of county service in order to participate in a retirement insurance program.

In 2012, the Board further adopted a Wellness Center Plan to establish a medical clinic and pharmacy for the use of employees and retirees. Although the Board's goal in adopting the Wellness Center Plan was to control the costs of the group health insurance program, this intent was not stated in the motion by which the Board established the Wellness Center Plan.

The county attorney advises that the retirement insurance plan should be amended to incorporate the statutory changes and the Board's intent in adopting the Wellness Center Plan. The resolution below addresses those changes. This language should also be included in the next adopted budget.

**RECOMMENDATION/PROPOSED ACTION:**

County attorney recommends approval of the resolution as recorded below.

**AMENDMENT TO THE RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF CUMBERLAND COUNTY, NORTH CAROLINA, REGARDING CONTINUED  
PARTICIPATION IN COUNTY HEALTH INSURANCE PLAN BY RETIREES**

Whereas, on August 20, 2001, the Board of Commissioners amended the plan for the participation of former commissioners in the County's group health insurance program; and

Whereas, on June 16, 2008, the Board amended the plan with respect to retired employees; and

Whereas, on August 28, 2009, and October 1, 2009, certain amendments to G.S. § 153A-93, the statute governing the provision of retirement benefits, became effective; and

Whereas, on January 3, 2012, the Board of Commissioners adopted a Wellness Center Plan to establish a medical clinic and pharmacy for the use of employees and retirees; and

Whereas, the Wellness Center Plan was implemented as a means to control the cost of the County's group health insurance program; and

Whereas, the Board of Commissioners has determined that the Wellness Center Plan was not described with sufficient detail to address the Board's intent that all participants in the County's group health insurance program should be eligible and encouraged to participate in the clinic and pharmacy services implemented by the Wellness Center Plan to maximize the cost savings to the County's group health insurance program; and

Whereas, the Board of Commissioners has further determined that the County's plan for the participation of former commissioners in the County's group health insurance program does not comply with all the requirements of the amended statute.

Now therefore, be it resolved, that Section 7 of the Resolution Regarding Continued Participation in County Health Insurance Plan by Retirees adopted by this Board on August 20, 2001, is hereby rescinded and a new Section 7 is substituted instead as follows:

7. Any former commissioner who left office before October 1, 2009, and was participating in the County's group health insurance plan on August 28, 2009, may continue enrollment in the County's health insurance plan, provided such former commissioner pays the entire monthly premium (i.e. total of employee portion plus county match) for such coverage. Once such former commissioner ceases participation, he or she will not be eligible for future participation. Any former commissioner enrolled in the County's group health insurance program under this Section 7 shall not be eligible to utilize the services provided by the County's Wellness Center Plan and shall not be eligible to convert the retirement health insurance coverage to Medicare supplemental coverage.

Be it further resolved that a new Section 8 shall be added to the Resolution Regarding Continued Participation in County Health Insurance Plan by Retirees adopted by this Board on August 20, 2001, as follows:

8. (a) During his or her term of office, a county commissioner may elect to enroll in the County's group health insurance program and utilize the services provided by the Wellness Center Plan on the same terms as any regular full-time County employee. Commissioners who elect to participate in the County's group health insurance plan are encouraged to fully utilize the services provided by the Wellness Center Plan.

(b) Commissioners who (1) leave office after November 17, 2014, (2) are not eligible for the Local Government Employees Retirement System or the N.C. Law Enforcement Officers Benefit and Retirement Fund, (3) have been enrolled in the County's group health insurance program for at least thirty-six consecutive months at the time of leaving office, (4) are utilizing or intend to utilize the services provided by the County's Wellness Center Plan at the time of leaving office, and (5) have at least ten years of service as a Cumberland County Commissioner, may elect to continue enrollment in the County's group health insurance program and to utilize the services offered by the Wellness Center Plan by giving written notice of the election to the County before leaving office.

(c) A commissioner who elects to enroll in the County's group health insurance program and to utilize services provided by the Wellness Center Plan under this Section 8 during his or her term of office or as a retirement benefit, must convert the group health insurance coverage to Medicare supplemental insurance upon reaching the age of 65 or becoming enrolled in the Medicare program, whichever should first occur.

(d) Any eligible commissioner electing to participate in the County's group health insurance program and Wellness Center Plan under this Section 8 after leaving office, must pay the entire monthly premium for such insurance coverage to include the total of the employee portion and the county portion and must pay any co-pays established to utilize the services provided by the Wellness Center Plan.

(e) In order to maintain eligibility for enrollment in the County's group health insurance program and to utilize the services provided by the County's Wellness Center Plan, after enrolling in the group health insurance program a commissioner must remain enrolled in the group health insurance plan continuously and use the services provided by the County's Wellness Center Plan as needed. If any break in coverage under the group health insurance program occurs, a commissioner will not be eligible for further participation in the group health insurance program or the Wellness Center Plan.

Be it further resolved, that except as specifically amended herein, the Resolution adopted August 20, 2001, as amended June 16, 2008, shall continue in full force and effect.

Adopted November 17, 2014.

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

- 1) Grant of Franchise Agreement for Operation of Courthouse and DSS Snack Bars (1<sup>st</sup> 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 expired September 30, 2014, but has a continuation provision subject to the approval of the Board. Finance Office reports that the franchisee is current on all financial obligations under the franchise and the franchise fees received by the county for the combined Courthouse and DSS snack bars for the past two fiscal years and the first two months of the current fiscal year have exceeded the minimum required payments by an average of \$50.37 per month.

Grant of the continuing franchise will require two readings.

**RECOMMENDATION/PROPOSED ACTION:**

At its meeting held November 6, 2014, the Facilities Committee recommended approval of this franchise agreement on the same terms for an additional term of one year, to expire September 30, 2015. The Facilities Committee directed staff to pursue competitive bids for the service before the end of the extended term.

**NORTH CAROLINA**

**COUNTY OF CUMBERLAND**

**SNACK BAR FRANCHISE AGREEMENT**

*First Reading November 17, 2014*

*Second Reading December 15, 2014*

THIS AGREEMENT, made and entered into October \_\_\_\_\_, 2014, 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 November 7, 2011; and

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

WHEREAS, FRANCHISEE desires to renew the franchises on the same terms in order 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 the franchise agreements and each renewal thereof: and

WHEREAS, the Board of Commissioners desires to renew the described franchises on the same terms and to fully re-state those 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 October 1, 2014 through September 30, 2015. ,

2. AGENCY AND AUTHORITY: The COUNTY hereby designates Deputy County Manager James Lawson as its agent with respect to this Agreement. The Deputy 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 Deputy 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 James Lawson; P. O. Box 1829; Fayetteville, NC 28302-1829.
6. **UTILITIES:** The COUNTY shall provide, at its own expense, to the FRANCHISEE power and water utilities necessitated by the operation of the Snack 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 State, Federal, 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 and product liability insurance and Workmen's Compensation insurance in the minimum amounts as follows:
  - a. Bodily Injury \$ 500,000.00 for each occurrence, and
    1. \$1,000,000.00 aggregate
  - b. Property Damage \$ 100,000.00 for each occurrence, and
    1. \$ 100,000.00 aggregate
  - c. Product Liability \$1,000,000.00 minimum coverage

- d. Workmen's Compensation insurance covering all of the FRANCHISEE's employees who are engaged in any work at the Snack 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:  
James Lawson  
Deputy County Manager  
PO Box 1829  
Fayetteville, NC 28302  
(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.

2) Funding of Forensic Lab Services

BACKGROUND:

Recorded below a memorandum to Amy H. Cannon, County Manager, from Ronnie M. Mitchell, Legal Counsel for the Office of the Sheriff, dated November 3, 2014 regarding the proposed contract for forensic services:

This memorandum addresses a critical need for the safety of the citizens of Cumberland County and the efficiency of the administration of justice here. A careful and detailed study of the factors affecting the administration of justice in Cumberland County which Sheriff Butler directed, commencing nearly two years ago, ultimately involving the Office of the District Attorney, the City of Fayetteville (particularly including the Fayetteville Police Department) and others led to the inexorable conclusion that a primary obstacle to the efficient administration of justice in Cumberland County is the unavailability of forensic laboratory services, particularly those devoted to drug identification and the quantitative and qualitative analysis of narcotics and other drugs and the inability to analyze impairing substances contained in the blood of suspects, including drugs and blood alcohol content from samples drawn from suspects.

Often, cases are dismissed, lost or substantially delayed because of the inability of the District Attorney's Office to receive admissible reports of such analysis. Such results and such circumstances have become particularly burdensome and virtually intolerable.

The State Crime Laboratory has been brought into question with respect to its competence and reliability, but more often, the sheer volume of cases submitted to the laboratory causes delays of many months and often years in order to receive the reports and to obtain a witness to testify as to those findings. As a result of the circumstances, District Attorney West and his assistants, G. Robert Hicks, and B. Worth Paschal have worked closely with the Sheriff's Office and the Police Department in analyzing the problems and potential remedies. We have explored the possibility of opening a local laboratory funded solely by the political units or subdivisions, and maintaining the staff and equipment for such a forensics laboratory. That exploration led ineluctably to the conclusion that while desirable, equipping, staffing and maintaining the equipment and staff for such a venture was cost prohibitive, requiring the investment of millions of dollars and substantial delay in obtaining the necessary staff, equipment, qualifications, accreditation and credentialing.

Of course, the Cumberland County Sheriff's Office provides and maintains laboratory and identification facilities, providing the services not only for the Cumberland County Sheriff's Office but for local municipalities including the towns of Hope Mills, Spring Lake, Eastover, Stedman, Godwin, and Falcon. In addition, the personnel of the identification and crime scene investigation unit provide laboratory services and testimony to and for various counties and prosecutorial units throughout the state.

Currently, among other things, the unit has the ability to examine and identify fingerprints through A.F.I.S. (Automated Fingerprint Identification System) as well as the ability to examine and identify ballistic or firearms evidence through I.B.I.S. (Integrated Ballistics Identification System). Several members of the Cumberland County Sheriff's Office have been recognized for their expertise, especially one of our forensic fingerprint examiners, who has had a scholarly article selected for publication this year, and one of the firearms (ballistics expert) examiners, who has been called upon to provide training for others as well as examinations and testimony all across the state.

The Cumberland County Sheriff's Office also maintains a computer forensics laboratory for the purpose of forensic examination of computers, peripherals, and computer operated hardware, firmware, as well as software. The analysis generated from the services has proved to be reliable and beneficial in a number of investigations, including drug activities, gambling, child pornography, molestation, sexual assault, as well as white-collar crime cases.

In addition, the Office maintains an exemplary photographic evidence laboratory with a full In In

Additionally, the Office maintains an exemplary photographic evidence laboratory with a full time photo lab technician. The services provided to the investigators and prosecutors within the apposite prosecutorial district as well as to other agencies across the State and, particularly, the municipalities in Cumberland County, include the examination and maintenance of photographic evidence, including still photographs and videographic evidence.

Recently, N.C. Gen. Stat. § 8-58.20, governing the admissibility of forensic evidence, has been amended to provide that:

forensic analysis, to be admissible under this section, shall be performed by a laboratory that is accredited by an accrediting body that requires conformance to forensic specific requirements and which is a signatory to the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement For Testing for the submission, identification, analysis, and storage of forensic analyses. The analyses of DNA samples and typing results of DNA samples shall be performed by a laboratory that is accredited by an accrediting body that requires conformance to forensic specific requirements and which is a signatory to the ILAC Mutual Recognition Arrangement For Testing.

N.C. Gen. Stat. § 8-58.20(b)(emphasis added).

As a result of the requirements under North Carolina evidentiary law as well as constitutional due process concerns, the Cumberland County Sheriff's Office is seeking accreditation for its latent fingerprint analysis and firearms examination laboratories.

More importantly, however, as indicated above, the Prosecutorial District (and the Sheriff's Office) has great need of the capacity to be able to perform testing of forensic drug chemistry, blood alcohol analysis, and blood drug analysis. A profound need for the services exists and demands immediate action in order to facilitate the interests of justice.

Additionally, in light of the significant backlog in the State Crime Laboratory and the difficulty in obtaining chemical analysis of drugs and other controlled substance evidence as well as analysis of controlled substances in blood specimens (including blood alcohol), the Office of the District Attorney has sought and is seeking the assistance of the Cumberland County Sheriff's Office in establishing and maintaining a forensic laboratory for the analysis of controlled substances (identified as a forensic drug laboratory) as well as a laboratory for the analysis of blood for suspected alcohol intoxication of accused persons as well as the analysis of blood for those persons suspected of being impaired by controlled substances. Cases have been dismissed for the denial of the defendant's speedy trial rights, and a number of cases have been lost because of the inability to provide the requisite forensic analysis. Remedial action must be taken.

Given the circumstances, we have thoroughly investigated other means of acquiring the forensic services. As a result of this investigatory study, Sheriff Butler, Chief Deputy Wright, District Attorney West and his senior assistants, Chief of Police Medlock, and I have concluded that a public-private contractual relationship would achieve the result sought with regard to the establishment of a laboratory at a fraction of the costs associated with establishing our own laboratory.

As a part of that investigation, we have interviewed other officials and other individuals who have been involved in and experienced similar circumstances. In addition, we have investigated the reliability of various companies and their ability to provide the services so greatly needed. We have visited laboratory facilities, both those maintained by law enforcement agencies and those operated under a contractual relationship.

Premised on this and other investigatory and research methodology, we have concluded and strongly recommend the entry of a contractual relationship with Integrated Forensic Laboratories LLC, a division of NMS Labs. IFL operates labs which are both freestanding and those which are located in law enforcement facilities, particularly in the State of Texas, although NMS operates national laboratory and testing facilities headquartered in Pennsylvania. For more than 40 years these laboratories have been committed to and have provided professional, state-of-the-art laboratory diagnostic services to and have served the criminal and civil justice system. The company has an excellent reputation and an established record of integrity, accuracy, and economy while maintaining the requisite

accreditations and credentialing and providing the services needed to meet or exceed the evolving legal and scientific standards.

Essentially, the model which would provide the type of services needed in Cumberland County would be the entry of a contractual relationship with the company under the terms of which the City of Fayetteville and the County of Cumberland together would pay one half of the calculated operating costs which is the sum of Twenty Five Thousand Dollars per month or Twelve Thousand Five Hundred dollars (\$12,500.00), per month, each, except that the County’s monthly obligation would be reduced by One Thousand Seven Hundred Fifty Dollars (\$1,750.00) per month, making the County’s expenditure Ten Thousand Seven Hundred Fifty Dollars (\$10,750.00), per month, in light and in consideration of the County agreeing to allow the company to use the existing laboratory space in the former Day Reporting Center located on Russell Street. (The Fayetteville Police Department has explicitly stated that the City will be ready to proceed no later than January with its financial support for the laboratory.)

For this fiscal year, the lab would require an expenditure of Seventy Five Thousand Five Hundred Dollars (\$75,500.00). The Sheriff’s Office has applied and is continuing to apply for funding grants through the Governor’s Crime Commission. The Commission has expressed initial and tentative approval of the grant, but we do not have any confirmation, accordingly without grant approval we are requesting county funds in the amount of Seventy Five Thousand Five Hundred Dollars (\$75,500.00).

The addition of this laboratory to the services which are already established would enable the County to provide far better forensic services than those which are currently available and would likely assist in the reduction of the court backlogs and even, potentially, in a reduction of the jail population, reducing the effective costs of operations and of establishing the laboratory. Most importantly, this contractual relationship would provide another much-needed and even essential tool to combat crime.

3) Relocation of Employee Clinic/Risk Management

BACKGROUND:

At the Facilities Committee on October 2<sup>nd</sup>, County staff presented the Committee with a plan to relocate the employee clinic from the E. Newton Smith Building as well as Risk Management from the Courthouse into the former CommuniCare Building located at 226 Bradford Avenue. Following the presentation, there was some discussion as to whether it would be more beneficial to relocate the employee pharmacy with the employee clinic instead of Risk Management. County staff was directed to determine the cost of relocating the employee pharmacy and to present this information at the November meeting.

On the surface, it appears that this conceptual idea has a lot of merit, however due to the costs to renovate this space for an employee pharmacy, it becomes less attractive. First and foremost, the facility is not equipped with emergency power and a generator would have to be installed at the facility. The interior walls within the area that the pharmacy would be located would have to be removed and several of these have been determined to be load bearing walls. In order to accomplish this, a structural engineer will have to be hired to design structural supports for the roof. This facility is currently not equipped with video surveillance equipment and this would definitely need to be installed. While this building is a brick building, it has wood exterior directly above and below each window. Due to this, the interior area around each window would have to be secured with steel bars from the floor to the ceiling.

Listed below is the projected estimated upfront cost it would take to relocate the employee pharmacy to 226 Bradford Avenue.

<u>Item</u>	<u>Projected Cost</u>
Back-up Generator	\$50,000
Engineering Services	\$20,000
Security	\$70,000
Fire Panel Upgrade	\$8,000
Construction - HVAC, Walls, Ceilings	

	\$100,000
IS Needs	\$4,000
Move	<u>\$6,500</u>
Sub-Total	\$258,500
10 % Contingency	\$25,850
Total	\$284,350

Please keep in mind that this does not include the reoccurring operating cost for the security that will be installed. It is also important to note that this cost is solely for the employee pharmacy relocation and that the cost of renovating the employee clinic space is not included and still projected to be around \$25,000.

Due to the significant cost of relocating the employee pharmacy, the initial plan presented to relocate Risk Management in conjunction with the employee clinic seems to be the most cost effective move at the present time. Not to mention, this move would allow the overcrowded Information Systems (IS) Department to expand into the space vacated by Risk Management.

This was presented and approved by the Facilities Committee on November 6<sup>th</sup>.

#### RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director, County Management, and the Facilities Committee recommend that the Board of Commissioners approve the following recommendations;

1. Approve the move of the employee clinic along with Risk Management to 226 Bradford Avenue.
  2. Establish a renovation budget of \$25,000.
  3. Allow the IS Department to utilize the space that is being vacated by the relocation of Risk Management.
- E. Approval of Cumberland County Policy Committee Report and Recommendations:
- 1) Request to Modify the Civic Center Commission Membership

#### BACKGROUND:

In 1991, the North Carolina General Assembly enacted a law creating the Cumberland County Civic Center Commission. The legislation provided for a 16-member board: the County Manager serving in an ex officio and nonvoting capacity and 15 citizens appointed by the Board of Commissioners. The Civic Center Commission has requested the Board of Commissioners not fill the six seats on the Commission that are due to expire on January 1, 2015. The Commission also requests that the Board of Commissioners requests the local delegation to the General Assembly submit a bill to reduce the number of citizens on the Commission from fifteen to nine. See the attached minutes of the September 2014 meeting of the Commission and the letter from George Turner, Chair of the Commission.

On November 6, 2014, the Policy Committee voted to recommend the Board of Commissioners honor the request of the Civic Center Commission.

#### RECOMMENDATION/PROPOSED ACTION:

The Board of Commissioners honors the request of the Civic Center Commission by not filling the six seats on the Commission due to expire on January 1, 2015 and requesting the local delegation to the General Assembly submit a bill to reduce the number of citizens on the Commission from fifteen to nine.

- 2) Reconsideration of Economic Development Incentives Agreement for MBM Hospitality, LLC.

**BACKGROUND:**

After conducting a duly advertised public hearing, the Board of Commissioners approved an economic development incentive agreement for MBM Hospitality, LLC, on September 20, 2010. The project was the Embassy Suites Hotel constructed at 4760 Lake Valley Drive, Fayetteville. The agreement was drafted by the county attorney, signed by then-Chairman Kenneth Edge and delivered to Bo Gregory at the Chamber of Commerce in March, 2011.

Naynesh Mehta, the managing member of MBM Hospitality, LLC, asked the county attorney in the summer of 2014 how MBM would receive the incentive payment for 2013, its first full year of operations. The county attorney explained that the agreement had never been returned so there was no basis for the county to pay the incentives. Mr. Mehta stated that he had believed the agreement he signed with the City of Fayetteville covered both the city and county incentives. The county attorney had further discussions with Richard Wiggins, the attorney for MBM Hospitality, and drafted a proposed new agreement based on that discussion.

The City of Fayetteville also approved an incentives agreement for this project. The City’s agreement was signed by the parties in March, 2011. The City’s agreement was amended in July, 2014. A summary of the key provisions in the Original City Agreement, the Amended City Agreement, the Approved County Agreement, and the Proposed County Agreement is provided in the following table:

	City Agreement	City Amendment (7-31-2014)	County Approved Agreement	Proposed Agreement
Company	MBM Hospitality, LLC	MBM Hospitality, LLC	MBM Hospitality, LLC	MBM Hospitality, LLC, and an affiliated corporation
Project	165 rooms; 18,000 sq. ft. conference center	165 rooms; 18,000 sq. ft. conference center	160 rooms; 18,000 sq. ft. conference center	165 rooms; 12,000 sq. ft. conference center
No. of Jobs > County Median	76 full and part-time	76 full and part-time	76 full-time	18 full- time
No. of Total Jobs for County Residents	101 full and part-time	101 full and part-time	101 full-time	78 full and part-time
Investment/Increase in Taxable Value	\$25 million	\$22 million	\$25 million	\$15 million +

It is important to note that the proposed new agreement also incorporates a provision that proportionally reduces the amount of the incentive paid for any year that the taxable value is reduced by the County Board of E&R, the State Property Tax Commission, or by the general county revaluation of all real property. The county’s valuation of the hotel has been appealed to the State Property Tax Commission.

The Board approved the incentives as Level 2 under the joint incentives policy based on the information that was presented at that time. At Level 2, the incentives payments commence at a 60% grant-back of the property taxes actually paid. The company is still requesting the same level of incentives even though it does not qualify for incentives under the joint policy because it is not rated with at least 50 points. The county attorney points out that even under the original levels of investment and jobs, the project only qualified for a Level 1 incentive under the policy.

The company did enter into an agreement with the City of Fayetteville that was based on the project creating 76 full and part-time jobs that paid more than the county median, 101 full and part-time jobs for residents, and an increase in taxable investment of \$25 million. The City Agreement was amended in July, 2014, to reduce the taxable investment to \$22 million. The City’s incentives payments commenced at a 70% grant-back of taxes paid.

It is apparent that different information about the project was submitted to the City and County. The county attorney cannot determine how the City Agreement came in at a

Level 3 for incentives or even how the agreement approved by the county came in at a Level 2 for incentives.

The county attorney has calculated the points attributable to the project by the joint policy using (1) both the part-time and full-time jobs; (2) assuming the jobs have health insurance, retirement benefits, profit sharing and paid vacation; and (3) at least 5 jobs were created for persons living within 2 miles of the site. This calculation is shown below:

		Orig. Points	Actual Points
Number of New Jobs Above the Median Wage	Points		
1-9	1		
10-20	2		2
21-50	5		
51-75	7		
76-100	9	9	
101-150	12		
150-200	15		
200+	20		
Total Possible Points	20		
Quality of New Jobs	Points		
Partial Employer Paid Health Insurance	1	1	1
Entire Employer Paid Health Insurance	3		
Retirement Benefits	2	2	2
Profit Sharing	2	2	2
Employer Paid Vacation	2	2	2
Employee-Owned Company	3		
Total Possible Points	10		
Number of Existing County Residents Hired	Points		
1-9	1		
10-20	2		
21-50	3		
51-75	5		
76-100	7		7
101-200	9	9	
200+	10		
Total Possible Points	10		
Project Location	Points		
Adopted Revitalization Zone	25		
City or County Business/Industrial Park	10		
Military Business Activity Zone	10		
Total Possible Points	25		
Level of Capital Investment	Points		
Under \$500,000	1		
\$500,000-\$4,999,999	5		
\$5,000,000-\$14,999,999	10		
\$15,000,000-\$24,999,999	15		15
\$25,000,000 and Above	20	20	
Total Possible Points	20		
Environmental Impact	Points		
Reuse of Existing Building	4		
Location in LEED Certified Building	4		
Other sustainable features (recycling, water reuse, etc.)	2		
Total Possible Points	10		
Industry Cluster/Business Type	Points		
Defense Industry Cluster	6		
Company Headquarters	6		
Verified Supply-Chain/Sourcing Relationship with Cumberland County	4		
Total Possible Points	10		
Public Benefit			
Dedication in excess of statutory requirements	5		
Public infrastructure in excess of statutory requirements	5		
Creation of 5 or more jobs for residents within 2 miles	10	10	10
Total Possible Points	10		
Total Points Earned		55	41

Based on the county attorney's calculation and using the part-time jobs, the project as originally proposed earned 55 points and as actually completed, it earns 41 points.

RECOMMENDATION/PROPOSED ACTION:

At its meeting held November 6, 2014, the Policy Committee approved the county attorney's recommendation to grant Level 1 economic development incentives to this company of 50% for five years. The company owners indicated they would accept this offer of incentives.

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT  
between  
MBM HOSPITALITY, LLC, a North Carolina Limited Liability Company  
and  
CUMBERLAND COUNTY, NORTH CAROLINA

Approved by the Board of Commissioners September 20, 2010  
Reconsidered by the Board of Commissioners November 17, 2014

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT is dated the last date executed by either party to be effective according to the terms set forth herein (as supplemented or amended, this "Agreement"), and is between MBM HOSPITALITY, LLC, a North Carolina limited liability company, its affiliate MBM LEGACY, INC., a North Carolina corporation, (collectively the "Company"); and CUMBERLAND COUNTY, NORTH CAROLINA, a body politic and corporate and a political subdivision of the State of North Carolina (the "County"). The Company and the County may from time to time hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS:

WHEREAS, the Local Development Act of 1925, as amended (Article 1 of Chapter 158 of the North Carolina General Statutes) grants counties the authority to make appropriations for the purposes of aiding and encouraging the location or expansion of certain business enterprises in the county or for other purposes, which the county's governing body finds in its discretion will increase the population, taxable property base and business prospects of the county; and

WHEREAS, the purpose of this Agreement is to describe certain incentives to be provided by the County to the Company in connection with the Company's development of a project consisting of the construction and operation of a hotel containing at least 160 rooms with a 12,000 sq. ft. conference facility located on the parcel with PIN # 0418-04-4058 in the City of Fayetteville, NC (the "Project"); and

WHEREAS, in connection with that purpose and in accordance with North Carolina General Statutes § 158-7.1, the Cumberland County Board of Commissioners (the "Board of Commissioners") held a public hearing on September 20, 2010, regarding the proposed incentives to be provided by the County to the Company, which incentives are set forth in this Agreement, and the Board of Commissioners found such incentives and this Agreement to be in the public interest and to further the public health, safety and welfare; and

WHEREAS, the Company acknowledges that such incentives are an inducement for the Company to construct and operate the Project in the County and these incentives are necessary for financing the Project.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I: DEFINITIONS; RULES OF CONSTRUCTION

1.0. Definitions. In addition to terms defined elsewhere within this Agreement, for all purposes of this Agreement the following defined terms shall have the following meanings:

"Annual Incentive Payments" means the five (5) annual payments to be made by the County to the Company by March 1st of each year beginning in year 2014 through 2018. Such payments are calculated pursuant to Article IV below.

"Company" means MBM Hospitality, LLC, and any parent, subsidiary or affiliate entity or any successor entity resulting from its merger with any other entity and having an

ownership interest in the Project or any component of the Project. "Company" shall specifically include MBM Legacy, Inc., an affiliate entity which owns the business personal property located on the premises.

"Direct Investment" means the cumulative total as of January 1, 2013 of the increase in taxable ad valorem value of all land, buildings, real property improvements, furniture, fixtures and equipment purchased, constructed, and/or installed by the Company or on its behalf as part of the Project, regardless of the funding source for any such items, over the ad valorem taxable value of such property as listed effective January 1, 2010.

"Property Taxes" means the county-wide ad valorem property tax levied by the County, but not any fire tax district taxes, fire service district taxes, and recreation service district taxes.

"State" means the State of North Carolina.

1.1. Rules of Construction. Unless the context otherwise indicate:

- (a) words implying the singular shall include the plural and vice versa, and words implying the masculine gender shall include the feminine and neuter genders as well;
- (b) any references to Articles, Sections or Exhibits are references to Articles, Sections and Exhibits of this Agreement;
- (c) all references to officers are references to County officers; and
- (d) the headings herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meanings, construction or effect.

ARTICLE II: FACILITY AND SITE CONSTRUCTION AND RENOVATIONS

- 2.0. The Company agrees that it completed the Project in order to enhance the local market availability of conference facilities and made the Direct Investment and created the numbers of jobs as provided in Article III.
- 2.1. The Company agrees that construction of the Project was carried out in material compliance with all applicable State and local laws and regulations and that the provision of water service, waste water services, roads, electric service, and any other utilities service to the boundaries of the Project Site are not the responsibility of the County.

ARTICLE III: OBLIGATIONS OF THE COMPANY TO DEVELOP AND  
OPERATE THE PROJECT

- 3.0. As consideration for receiving the Annual Incentive Payments described in this agreement, the Company agrees that it has developed and will continue to operate the Project in accordance with the following conditions:
- 3.1. The Developer/Owner of the Project is MBM Hospitality LLC, a North Carolina limited liability company managed by Naynesh Mehta, and its affiliate, MBM Legacy, Inc., a North Carolina corporation for which Naynesh Mehta is a principal officer and director.
- 3.2. The Project consists of a hotel containing at 165 rooms with a 12,000 sq. ft. conference facility located on the parcel with PIN # 0418-04-4058 in the City of Fayetteville, NC.
- 3.3. Construction of the Project commenced on October 25, 2010 and was completed about April 24, 2012.
- 3.4. The Project now provides at least 18 new, full-time jobs in Cumberland County at an average wage that is above the median wage for Cumberland County as reported by the North Carolina Department of Commerce through its employment data for Cumberland County for the most recent year available. The most recent reported median income for Cumberland County is \$15.11 per hour.
- 3.5. The jobs created by the Project shall provide partial employer-paid health insurance benefits, retirement benefits, profit sharing benefits, and employer-paid vacation benefits.
- 3.6. The Project shall provide new, full-time or part-time jobs for at least 78 existing Cumberland County residents.



- 3.7. The Company agrees that upon completion and during its first full year of operations, the Project consisted of a Direct Investment in an amount of at least Fifteen Million Dollars (\$15,000,000). The Project shall maintain this level of Direct Investment for the first five full years of operation, subject to reasonable and customary reductions for depreciation or depletion as provided in the depreciation schedules as directed or recommended from time to time by the Property Tax Division of the North Carolina Department of Revenue or to any reduction as a result of County's usual revaluation cycle.

#### ARTICLE IV: OBLIGATIONS OF THE COUNTY TO MAKE INCENTIVE PAYMENTS

- 4.0. As consideration for the Company developing and operating the Project in accordance with the conditions stated above, including the conditions that the Company maintains the jobs stated above; maintains the Direct Investment stated above; and timely pays all its assessed Property Taxes, occupancy taxes, and sales taxes, the County shall make Annual Incentive Payments to the Company for five (5) years, on or before March 1 of each year commencing in the year following the first full year the Project has been open for business as follows:
- 4.1. First payment shall be 50% of the amount of Property Taxes actually paid by the Project for its first full year of operations
- 4.2. Second payment shall be 50% of the amount of Property Taxes actually paid by the Project for its second full year of operations
- 4.3. Third payment shall be 50% of the amount of Property Taxes actually paid by the Project for its third full year of operations.
- 4.4. Fourth payment shall be 50% of the amount of Property Taxes actually paid by the Project for its fourth full year of operations
- 4.5. Fifth payment shall be 50% of the amount of Property Taxes actually paid by the Project for its fifth full year of operations
- 4.6. The first full year the Project was open for business was be the calendar year 2013. The first Annual Incentive Payment shall be due on or before March 1, 2014 and it shall be based on the Property Taxes actually paid for 2013. Because the Company did not execute the incentives agreement offered by the County in 2010, the first Annual Incentive has not been paid. Upon approval of this Agreement by the Board of Commissioners and execution by the Parties, payment of the first Annual Incentive Payment shall be made within thirty (30) days of the Tax Administrator's and Internal Auditor's verifying that the Company has complied with its obligations under this Agreement.
- 4.7. Upon any reduction in the taxable value of the Project as a result or as a result of the County's usual revaluation of real property, the Annual Incentive Payment for any years affected by such reduction in value shall be reduced proportionally to the reduction in taxable value.

#### ARTICLE V: OBLIGATIONS TO CEASE UPON OCCURRENCE OF ANY INCIDENT OF DEFAULT

- 5.0. If at any time the Project should fail to meet any of the obligations stated in Article III with respect to job creation or Direct Investment, or should the Project or the Company declare bankruptcy, be adjudicated bankrupt, or be determined to be insolvent in any judicial proceeding or by any judicial process, then the Company shall be deemed to be in default of its obligations under this agreement and the obligation of County to make the Annual Incentive Payments shall terminate and County shall have no further obligation to the Project or to the Company. Any Annual Incentive Payments made by the County to the Company prior to the occurrence of any incident of default shall be deemed to have been made in consideration of the Company's having performed its obligations for the year for which such Annual Incentive Payment was made. Company shall not be obligated to return any Annual Incentive Payment it actually received under the terms of this Agreement.

#### ARTICLE VI: DETERMINATION OF AMOUNT OF DIRECT INVESTMENT

- 6.0. The Company shall certify to the County Tax Administrator the Direct Investment as of January of each calendar year of this Agreement, beginning with January of calendar year 2011. Commencing with the certification made during January of calendar year 2013, the County shall make an Annual Incentive Payment, if due to the Company hereunder, by issuance and delivery of its check (or other payment mechanism as agreed by the Parties) to the Company by March 1st of the next calendar year. Each Annual Incentive Payment shall be subject to and contingent upon the Company having paid all Property Taxes applicable to all its taxable property
- 6.1. The Company shall certify its Direct Investment as required above by providing accurate documentation as a supplement to its annual tax listing forms submitted to the Cumberland County Tax Administrator, which supplemental information shall be reasonably satisfactory to the Tax Administrator, showing the initial ad valorem taxable value of the Direct Investment (including operating leases even if listed in the name of a party other than Company) as of the tax listing date applicable to such property. With respect to the Direct Investment, the County will use the depreciation schedules as directed or recommended from time to time by the Property Tax Division of the North Carolina Department of Revenue.

#### ARTICLE VII: DETERMINATION OF JOBS CREATED, WAGES AND BENEFITS

- 7.0. The Company shall certify the number of jobs created, the wages paid, and the benefits offered to employees to the County's Internal Auditor each year at the same time as the certification of Direct Investment is made to the County Tax Administrator. The Company shall supplement this certification with documentation in the form of reports required to be filed for state or federal labor, employment, income tax purposes or with any other documentation satisfactory to the County's Internal Auditor.

#### ARTICLE VIII: DISCLAIMER OF WARRANTIES

- 8.0. The Company acknowledges that the County has not designed the Project, or supplied any plans or specifications with respect thereto and that the County:
- (a) is not a manufacturer of, nor dealer in, any of the component parts of the Project,
  - (b) has not made any recommendation, given any advice nor taken any other action with respect to the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Project or any component part thereof or any property or rights relating thereto, or to any action taken or to be taken with respect to the Project or any component part thereof or any property or rights relating thereto at any stage of the construction thereof,
  - (c) has not at any time had physical possession of the Project or any component part thereof or made any inspection thereof (other than in its normal course of inspections, if any, as such relate to construction of any facility in the County) or any property or rights relating thereto, and
  - (d) has not made any warranty or other representation, express or implied, that the Project or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which the Company intends therefore, or (iii) is safe in any manner or respect.
- 8.1. The County makes no express or implied warranty or representation of any kind whatsoever with respect to the Project or any component part thereof, including but not limited to any warranty or representation with respect to the merchantability or the fitness or suitability thereof for any purpose, and further including the design or condition thereof; the safety, workmanship, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the Project's ability to perform any function; or any other characteristic of the Project; it being agreed that the Company is to bear all risks relating to the Project, the completion thereof or the transactions contemplated hereby and the Company hereby waives the benefits of any and all implied warranties and representations of the County.
- 8.2. The provisions of this Article shall survive this Agreement's expiration.

#### ARTICLE IX: EXPIRATION OF AGREEMENT

- 9.0. This Agreement shall expire, without further action on the part of either the Company or the County, upon payment in full of any amounts due from the County to the Company pursuant to, and in accordance with, the terms hereof.

#### ARTICLE X: TEMPORARY DELAY IN DIRECT INVESTMENT

- 10.0. Notwithstanding anything herein to the contrary, if the Company shall be prevented or delayed from making the Direct Investment, by reason of a:

- (a) Government moratorium;
- (b) Delay in obtaining any governmental or quasi-governmental approvals, permits or certificates, despite reasonable efforts by the Company to obtain same;
- (c) Act of God, including but not limited to hurricane, tornado, snowstorm, windstorm, earthquake or flood, fire or other extreme weather conditions or other casualty;
- (d) Strike, lockout or a labor dispute involving entities other than the Company which causes the Company an inability to obtain labor or materials;
- (e) Delay in funding any incentive to or for the benefit of the Company, other than the Annual Incentive Payments; or
- (f) Any other event, other than normal business exigencies, which is beyond the reasonable control of the Company;

then the time within which the Company shall be required hereunder to make the Direct Investment hereunder shall be equitably adjusted to reflect the effect of such event. The Parties shall negotiate in good faith to make an equitable adjustment in such period, however, if the Parties cannot in good faith reach an agreement as to such adjustment and at the option of either party, the Parties agree to submit this issue to binding arbitration on an expedited basis.

#### ARTICLE XI: JOBS & INVESTMENT TAX CREDITS

- 11.0. The Parties acknowledge that under current North Carolina law the Company or the Project may be eligible for credits for creating jobs and credits for investing in business property in North Carolina against its North Carolina corporate income tax or franchise tax pursuant to North Carolina General Statutes Section 105-129.80, *et seq.*, provided that the Company meets the requirements of the statutes. The Company understands that the County is not responsible for providing these credits.

#### ARTICLE XII: ASSIGNMENT

- 12.0. Neither party shall transfer or assign any interest in or obligation under this Agreement without the prior express written consent of the other; provided, this Agreement may be assigned by the Company to any parent, subsidiary or affiliate of the Company, or to any person or entity to which the operations of the Project are transferred so long as such operations are continued substantially as contemplated herein for the term hereof, without the County's consent.

#### ARTICLE XIII: STATUTORY AUTHORITY; OBLIGATION OF COUNTY

- 13.0. Both the Company and the County acknowledge and agree that any and all monies appropriated and expended by the County for local economic development incentives, as provided in this Agreement, are for a bona fide public purpose and are expended in good faith reliance on North Carolina General Statutes § 158-7.1. Both Parties further acknowledge and agree that this Agreement, to the extent allowed by law, shall be considered a continuing contract and shall be subject to, and controlled by, the provisions of North Carolina General Statutes §153A-13. If for any reason it is found by a court of competent jurisdiction by final judgment that North Carolina General Statutes § 153A-13 does not legally apply to this Agreement, then in such event there shall be no liability on behalf of the County for the failure of this contract to be continuing in nature.

## ARTICLE XIV: MISCELLANEOUS

14.0. Governing Law; Venue. The Parties intend that this Agreement shall be governed by the law of the State of North Carolina without regard to the conflict of law provisions thereof and that exclusive venue as to any dispute arising hereunder shall be in the State of North Carolina.

14.1. Notices.

(a) Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement; and

(b) All communications required or permitted hereunder may be delivered personally, or sent by certified mail, return receipt requested, or by a nationally recognized overnight courier to the following addresses, unless the parties are subsequently notified of any change of address:

If to the Company, to:                      Naynesh S. Mehta  
1706 Skibo Rd.  
Fayetteville, NC 28303  
[nsmehtha@5pointsnc.com](mailto:nsmehtha@5pointsnc.com)

If to the County, to:                      County Manager  
P.O. Box 1829  
Fayetteville, N.C. 28302-1829

14.2. Severability. If any provision of this Agreement shall be determined to be unenforceable, that shall not affect any other provision of this Agreement.

14.3. Entire Agreement; Amendments. This Agreement, including any exhibits which may be attached, which are incorporated herein and made a part hereof, constitutes the entire contract between the Parties. This Agreement shall not be changed except in writing signed by both Parties.

14.4. Binding Effect. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

14.5. Liability of Officers and Agents. No officer, agent or employee of the County or the Company shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

14.6. Counterparts. This Agreement shall be executed in duplicate counterparts. Each shall be an original, but all of them together constitute the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their corporate and governmental names, respectively by their duly authorized officers, all as of the dates indicated with the signature for each.

3) Engage K& L Gates to Negotiate with BCBS for the Acceptance of Third Party Premium Payments

### BACKGROUND:

On November 6, 2014, the Policy Committee discussed a proposal by Commissioner Keefe for the county to implement a program to enroll certain jail detainees in health insurance under the Affordable Care Act (the "ACA"). The discussion is reflected in the minutes of the Policy Committee meeting. Commissioner Keefe reported to the committee that one of the main hurdles to establish this program of insurance coverage is to get BCBS to accept premium payments from the county on behalf of these detainees while they are custody. The county attorney reported that this was a difficult issue because of the federal regulations governing payments of insurance premiums by third parties under the ACA. The county attorney further advised that K & L Gates represented Cape Fear Valley Hospital and had a national reputation for expertise in

health care legal issues. Both the county attorney and Health Director Buck Wilson advised that the resolution of this issue was crucial to the implementation of this program.

The Policy Committee voted to recommend authorizing the county attorney to engage K & L Gates to negotiate this issue with BCBS for a reasonable amount to be paid out of the General Litigation Fund. The Policy Committee regarded this as only a first-step to determine how the proposed program could be established and with the expectation that further details of the program would be brought forward based on the resolution of this issue.

**RECOMMENDATION/PROPOSED ACTION:**

Approve the recommendation of the Policy Committee to authorize the county attorney to engage the firm of K & L Gates for the purpose and within the budget constraints as stated.

**F. Approval of Ordinance Assessing Property for the Cost of Demolition:**

- 1) Case Number: MH 6971-2012  
Property Owner: Clinton Graham  
Property Location: 520 Pine Tree Lane, Spring Lake, NC  
Parcel Identification Number: 0511-09-3286

**ORDINANCE ASSESSING PROPERTY FOR THE COSTS  
OF DEMOLITION OF A STRUCTURE PURSUANT TO  
THE MINIMUM HOUSING CODE OF CUMBERLAND COUNTY  
CASE NUMBER: MH 6971-2012  
PROPERTY OWNER: Clinton Graham**

WHEREAS, the Board of County Commissioners of Cumberland County, North Carolina, on September 16, 2013, enacted an ordinance directing the demolition by the owner(s) of the structure(s) Clinton Graham, located at 520 Pine Tree Lane, Spring Lake, NC, PIN: 0511-09-3286, said ordinance being recorded 9297, page 0740, 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 \$2,500.00.
- (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' finding 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 \$2,500.00, 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 September 16, 2013, and in Section 160A-443(6) 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 520 Pine Tree Lane, Spring Lake, NC, as described in Deed Book 6386, page 0589, of the Cumberland County Registry and identified in County tax records as PIN 0511-09-3286.

(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 435-2013  
Property Owner: Deborah Saurez c/o Aaron Saurez  
Property Location: 1704 Chaffin Circle, Fayetteville, NC  
Parcel Identification Number: 0442-65-7782

ORDINANCE ASSESSING PROPERTY FOR THE COSTS  
OF DEMOLITION OF A STRUCTURE PURSUANT TO  
THE MINIMUM HOUSING CODE OF CUMBERLAND COUNTY  
CASE NUMBER: MH 435-2013  
PROPERTY OWNER: Deborah Saurez c/o Aaron Saurez

WHEREAS, the Board of County Commissioners of Cumberland County, North Carolina, on March 17, 2014, enacted an ordinance directing the demolition by the owner of the structure Deborah Saurez c/o Aaron Saurez, located at 1704 Chaffin Circle, Fayetteville, NC, PIN: 0442-65-7782, said ordinance being recorded in Book 9399, page 0888, 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 \$1,800.00.
- (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 \$1,800.00, 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 March 17, 2014, 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 1704 Chaffin Circle, Fayetteville, NC, as described in Deed Book 3912, page 045, of the Cumberland County Registry and identified in County tax records as PIN 0442-65-7782.

(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.

- 3) Case Number: MH 487-2013  
Property Owner: Latisha McCrimon  
Property Location: 5560 Leitha Lane, Godwin, NC  
Parcel Identification Number: 1503-02-3486

ORDINANCE ASSESSING PROPERTY FOR THE COSTS  
OF DEMOLITION OF A STRUCTURE PURSUANT TO  
THE MINIMUM HOUSING CODE OF CUMBERLAND COUNTY  
CASE NUMBER: MH 487-2013  
PROPERTY OWNER: Latisha McCrimon

WHEREAS, the Board of County Commissioners of Cumberland County, North Carolina, on April 22 2014, enacted an ordinance directing the demolition by the owner(s) of the structure(s) Latisha McCrimon, located at 5560 Leitha Lane, Godwin NC, PIN: 1503-02-3486, said ordinance being recorded in Book 9425, page 413, 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 \$ 3,945.00 .  
(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 \$3,945.00, 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 April 22 2014, 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 5560 Leitha Lane, Godwin NC, as described in Deed Book 8373, page 340, of the Cumberland County Registry and identified in County tax records as PIN 1503-02-3486.

(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.

- 4) Case Number: MH 313-2013  
Property Owner: Wilson Williams, Jr.

Property Location: 4612 Hankins Street, Hope Mills, NC  
Parcel Identification Number: 0423-58-8333

ORDINANCE ASSESSING PROPERTY FOR THE COSTS  
OF DEMOLITION OF A STRUCTURE PURSUANT TO  
THE MINIMUM HOUSING CODE OF CUMBERLAND COUNTY  
CASE NUMBER: MH 313-2013  
PROPERTY OWNER: Wilson Williams, Jr.

WHEREAS, the Board of County Commissioners of Cumberland County, North Carolina, on May 19, 2014, enacted an ordinance directing the demolition by the owner of the structure Wilson Williams, Jr., located at 4612 Hankins St; Hope Mills, NC, PIN: 0423-58-8333, said ordinance being recorded in Book 9439, page 784, 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 \$3,900.00.
- (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 \$3,900.00, 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 May 19, 2014, 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 4612 Hankins, Hope Mills, NC, as described in Deed Book 7809, page 0569, of the Cumberland County Registry and identified in County tax records as PIN 0423-58-8333.

(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.

- 5) Case Number: MH 280-2013  
Property Owner: Eunice Stephens  
Property Location: 5007 Carolina Wren, Fayetteville, NC  
Parcel Identification Number: 0471-47-6771

ORDINANCE ASSESSING PROPERTY FOR THE COSTS  
OF DEMOLITION OF A STRUCTURE PURSUANT TO  
THE MINIMUM HOUSING CODE OF CUMBERLAND COUNTY  
CASE NUMBER: MH 280-2013  
PROPERTY OWNER: Eunice Stephens



WHEREAS, the Board of County Commissioners of Cumberland County, North Carolina, on June 16, 2014, enacted an ordinance directing the demolition by the owner(s) of the structure(s) Eunice Stephens, located at 5007 Carolina Wren, Fayetteville NC, PIN: 0471-47-6771, said ordinance being recorded in Book 9464, page 339, 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 \$ 3,900.00.
- (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 \$3,900.00, 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 June 16, 2014, 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 5007 Carolina Wren Fayetteville, NC as described in Deed Book 7568, page 217, of the Cumberland County Registry and identified in County tax records as PIN 0417-47-6771.

(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.

- 6) Case Number: MH 249-2013  
Property Owner: Rodney E. & Jennifer C. Price & Robert William Price  
Property Location: 1618 Cumberland Drive, Fayetteville, NC  
Parcel Identification Number: 0520-59-6496

ORDINANCE ASSESSING PROPERTY FOR THE COSTS  
OF DEMOLITION OF A STRUCTURE PURSUANT TO  
THE MINIMUM HOUSING CODE OF CUMBERLAND COUNTY  
CASE NUMBER: MH 249-2013  
PROPERTY OWNER: Rodney E. & Jennifer C. Price &  
Robert William Price

WHEREAS, the Board of County Commissioners of Cumberland County, North Carolina, on May 19, 2014, enacted an ordinance directing the demolition by the owner(s) of the structure(s) Rodney E. & Jennifer C. Price & Robert William Price, located at 1618 Cumberland Dr, Fayetteville, NC, PIN: 0520-59-6496, said ordinance being recorded in Book 9439, page 0781, 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 \$2,645.00.
- (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' finding 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 \$2,645.00, 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 May 19, 2014, and in Section 160A-443(6) 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 1618 Cumberland Dr, Fayetteville, NC, as described in Deed Book 5262, page 0800, of the Cumberland County Registry and identified in County tax records as PIN 0520-59-6496.

(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.

G. Approval of Proclamation Acknowledging the Fayetteville Press Newspaper on its 25<sup>th</sup> Anniversary

COUNTY OF CUMBERLAND

NORTH CAROLINA

#### PROCLAMATION

WHEREAS, the first edition of The Fayetteville Press Newspaper was printed in 1989; and

WHEREAS, The Fayetteville Press Newspaper has a statewide circulation market and its local circulation market includes Fayetteville, Spring Lake, Hope Mills, Dunn and Raeford; and

WHEREAS, The Fayetteville Press Newspaper is well known as a strong advertising sales medium and each publication contains timely issues, features, facts, articles and advice; and

WHEREAS, the business advice section of The Fayetteville Press Newspaper is written by local minority professionals from diverse markets and business industries; and

WHEREAS, The Fayetteville Press Newspaper has printed 7,000 copies per month since 1989 and is the longest existing African American newspaper in Cumberland County; and

WHEREAS, The Fayetteville Press Newspaper received the Cumberland Regional Improvement Corporation Media of the Year award in 1999 and the Cape Fear Regional Bureau for Community Action, Inc. Community Service Award in 2000; and

WHEREAS, The Fayetteville Press Newspaper celebrated its 25th year of circulation in October, 2014.

NOW THEREFORE, BE IT PROCLAIMED that We, the Cumberland County Board of Commissioners, do hereby extend congratulations to The Fayetteville Press Newspaper on its 25th Anniversary and extend greetings to all who attend the December 20, 2014 banquet.

Adopted this 17th day of November, 2014.

H. Budget Revisions:

(1) Emergency Services Grants

Revision in the amount of \$13,500 to recognize a new Hurricane Exercise Grant. (B15-141) Funding Source – State

(2) Library Grants

Revision in the amount of \$102,307 to recognize E-Rate funds received from Century Link, Public Works Commission and Microelectronics Center of North Carolina to assist in providing affordable access to telecommunication services. (B15-142) Funding Source – Other

(3) Health

a. Health Promotion - Revision in the amount of \$13,757 to recognize additional state funds for Health Promotion Incentives. (B15-148) Funding Source – State

b. Sexually Transmitted Disease Clinic – Revision in the amount of \$1,050 to recognize additional state funds. (B15-150) Funding Source – State

(4) Grant Family Violence Care Center

Revision in the amount of \$20,000 to recognize anticipated funds to be received from the state for domestic violence program. (B15-140) Funding Source – State

(5) Fire Districts

a. Bethany Fire District - Revision in the amount of \$350 to cover unanticipated refunds to taxpayers in the amount of \$50 and to increase motor vehicle tax collection fee in the amount of \$300. (B15-146) Funding Source – Bethany Fire District Tax

b. Cotton Fire District - Revision in the amount of \$850 to cover unanticipated refunds to taxpayers in the amount of \$50 and to increase motor vehicle tax collection fee in the amount of \$800. (B15-146A) Funding Source – Cotton Fire District Tax

c. Cumberland Road Fire District - Revision in the amount of \$400 to cover unanticipated refunds to taxpayers in the amount of \$100 and to increase motor vehicle tax collection fee in the amount of \$300. (B15-146B) Funding Source – Cumberland Road Fire District Tax

- d. Grays Creek Fire District #18- Revision in the amount of \$450 to cover unanticipated refunds to taxpayers in the amount of \$50 and to increase motor vehicle tax collection fee in the amount of \$400. (B15-146C) Funding Source – Grays Creek Fire District #18 Tax
- e. Grays Creek Fire District #24- Revision in the amount of \$450 to cover unanticipated refunds to taxpayers in the amount of \$50 and to increase motor vehicle tax collection fee in the amount of \$400. (B15-146D) Funding Source – Grays Creek Fire District #24 Tax
- f. Manchester Fire District - Revision in the amount of \$250 to cover unanticipated refunds to taxpayers in the amount of \$50 and to increase motor vehicle tax collection fee in the amount of \$200. (B15-146E) Funding Source – Manchester Fire District Tax
- g. Pearces Mill Fire District - Revision in the amount of \$650 to cover unanticipated refunds to taxpayers in the amount of \$50 and to increase motor vehicle tax collection fee in the amount of \$600. (B15-146F) Funding Source – Pearces Mill Fire District Tax
- h. Stedman Fire District - Revision in the amount of \$250 to cover unanticipated refunds to taxpayers in the amount of \$50 and to increase motor vehicle tax collection fee in the amount of \$200. (B15-146G) Funding Source – Stedman Fire District Tax
- i. Stoney Point Fire District - Revision in the amount of \$650 to cover unanticipated refunds to taxpayers in the amount of \$50 and to increase motor vehicle tax collection fee in the amount of \$600. (B15-146H) Funding Source – Stoney Point Fire District Tax
- j. Vander Fire District - Revision in the amount of \$600 to cover unanticipated refunds to taxpayers in the amount of \$100 and to increase motor vehicle tax collection fee in the amount of \$500. (B15-146I) Funding Source – Vander Fire District Tax
- k. Westarea Fire District - Revision in the amount of \$450 to cover unanticipated refunds to taxpayers in the amount of \$150 and to increase motor vehicle tax collection fee in the amount of \$300. (B15-146J) Funding Source – Westarea Fire District Tax
- l. Westarea Fire District #10 - Revision in the amount of \$400 to cover unanticipated refunds to taxpayers in the amount of \$200 and to increase motor vehicle tax collection fee in the amount of \$200. (B15-146K) Funding Source – Westarea Fire District #10 Tax

MOTION: Commissioner Melvin moved to approve consent agenda items 2.A. – 2.H.(5)l.

SECOND: Chairman Council

VOTE: PASSED (6-1) (Commissioners Melvin, Edge, Council, Faircloth, Keefe and King voted in favor; Commissioner Evans voted in opposition)

### 3. 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 in opposition to Case P14-51 and Case P14-53 and the Planning Board unanimously recommended that the Board of Commissioners adopts the consistency with the Land Use Plan and reasonableness statements and approves rezoning to R7.5 in Case P14-51 and to R15 in Case P14-53.

- A. Case P14-51: Rezoning of 10.36+/- acres from A1 Agricultural to R7.5 Residential or to a more restrictive zoning district, located at 780 and 800 Sand Hill Road; submitted by Michael P. Williams on behalf of Castle Hayne Homes, LLC. (owner).

Staff Recommendation:

1st motion for Case P14-51: 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 Board 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 P14-51: Move to approve the rezoning from A1 Agricultural to R7.5 Residential as recommended by the Planning Staff 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 Staff Recommendation.

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Chairman Council opened the public hearings for Case P14-51.

The clerk to the board advised there were no speakers for Case P14-51.

Chairman Council closed the public hearing for Case P14-51.

MOTION: Chairman Council moved in Case P14-51 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 Board 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: Chairman Council moved in Case P14-51 to approve the rezoning from R10 to R7.5 as recommended by the Planning Board 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)

- B. Case P14-53: Rezoning of 19.77+/- acres from RR Rural Residential to R15 Residential or to a more restrictive zoning district; located on the northeast side of SR 2013 (Old Vander Road), south of Blakefield Drive; submitted by Damien Bukowi on behalf of Federal Paper Board Company, Inc. (acquired by International Paper Company in 1996) and Broadwell Brothers, LLC.

Staff Recommendation:

1st motion for Case P14-53: 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 Board 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 P14-53: Move to approve the rezoning from RR Rural Residential to R15 Residential as recommended by the Planning Staff 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 Staff Recommendation.

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Chairman Council opened the public hearings for Case P14-53.

The clerk to the board advised there were no speakers for Case P14-53.  
Chairman Council closed the public hearing for Case P14-53.

MOTION: Commissioner Faircloth moved in Case P14-53 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 Board 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 Melvin

VOTE: UNANIMOUS (7-0)

MOTION: Commissioner Faircloth moved in Case P14-53 to approve the rezoning from R10 to R15 as recommended by the Planning Board 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 Melvin

VOTE: UNANIMOUS (7-0)

Other Public Hearings - Minimum Housing Code Enforcement

The clerk to the board administered an oath to Joey Lewis, Inspector for the County of Cumberland Inspection Department.

Mr. Lewis stated a consent to demolish had been received for Case Number: MH 832-2014, Case Number: MH 651-2014 and Case Number: MH 776-2014.

C. Case Number: MH 832-2014  
Property Owner: Evelyn C. Smith  
Property Location: 3117 Cope Street, Fayetteville, NC  
Parcel Identification Number: 0426-50-7984

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

I, Joey Lewis, 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 832-2014.

Property Owner: Evelyn C Smith  
Home Owner: Evelyn C Smith  
Property Address: 3117 Cope Street, Fayetteville, NC  
Tax Parcel Identification Number: 0426-50-7984

SYNOPSIS: This property was inspected on 9/11/2014. The property owners and parties of interest were legally served with Notice of Violations and was afforded a Hearing on

10/21/2014. Evelyn C Smith & Lauralisa Dickie 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 11/16/2014. 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 11/3/2014, the required corrective action has not 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 \$31,752.00. The Assessor for Cumberland County has the structure presently valued at \$25,950.00.

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

D.

Property Owner: Donald & Delores McKoy  
Property Location: 115 Linwood Road, Fayetteville, NC  
Parcel Identification Number: 0424-76-5545

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

I, Debra Johnson, 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 651-2014

Property Owner: Donald & Delores McKoy  
Home Owner: Donald & Delores McKoy  
Property Address: 115 Linwood Rd, Fayetteville NC  
Tax Parcel Identification Number: 0424-76-5545

SYNOPSIS: This property was inspected on 6/24/2014. The property owners and parties of interest were legally served with Notice of Violations and was afforded a Hearing on 7/30/2014. Donald & Delores McKoy 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 10/31/2014. 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 11/3/2014, no corrective action had been made to the structure. The structure is presently vacant and reasonably secured. 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 \$70,560.00. The Assessor for Cumberland County has the structure presently valued at \$2,500.00 (for salvage).

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

E. Case Number: MH 776-2014  
Property Owner: Connie G. Groves  
Property Location: 3214 Princess Ann Drive, Fayetteville, NC  
Parcel Identification Number: 0425-17-4090

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 776-2014.

Property Owner: Connie G Groves  
Home Owner: Connie G Groves  
Property Address: 3214 Princess Ann Drive, Fayetteville, NC  
Tax Parcel Identification Number: 0425-17-4090

SYNOPSIS: This property was inspected on 8/21/2014. The property owners and parties of interest were legally served with Notice of Violations and was afforded a Hearing on 9/22/2014. Connie G Groves 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 10/17/2014. 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 11/6/2014, no corrective action had 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 \$65,818.00. The Assessor for Cumberland County has the structure presently valued at \$17,214.00.

RECOMMENDATION: IT IS THE RECOMMENDATION OF THE PLANNING AND 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 for Case Number: MH 832-2014, Case Number: MH 651-2014 and Case Number: MH 776-2014.

Chairman Council opened the public hearing for Case Number: MH 832-2014, Case Number: MH 651-2014 and Case Number: MH 776-2014.

The clerk to the board advised there were no speakers for Case Number: MH 832-2014, Case Number: MH 651-2014 and Case Number: MH 776-2014.

Chairman Council closed the public hearing for Case Number: MH 832-2014, Case Number: MH 651-2014 and Case Number: MH 776-2014.

MOTION: Commissioner Edge moved for Case Number: MH 832-2014, Case Number: MH 651-2014 and Case Number: MH 776-2014 to adopt the order and report of the Minimum Housing Inspector as the true facts in these cases; 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 Melvin

VOTE: UNANIMOUS (7-0)

F. Case Number: MH 457-2014  
Property Owner: Betty Morneault  
Property Location: 6526 Alamance Road, Hope Mills, NC  
Parcel Identification Number: 0412-54-7360



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 457-2014.

Property Owner: Betty Morneault  
Home Owner: Betty Morneault  
Property Address: 6526 Alamance Road, Hope Mills, NC  
Tax Parcel Identification Number: 0412-54-7360

SYNOPSIS: This property was inspected on 10/28/2013. The property owners and parties of interest were legally served with Notice of Violations and was afforded a Hearing on 2/6/2014. David Pait 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 4/6/2014. 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 11/3/2014, the required corrective action has not 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 \$91,091.00. The Assessor for Cumberland County has the structure presently valued at \$5,625.00 (utility condition).

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

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Mr. Lewis stated the structure is unsecured, has been vandalized and there is open septic on the property.

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

Chairman Council opened the public hearing.

The clerk to the board advised there were no speakers.

Chairman Council closed the public hearing.

MOTION: Commissioner Edge 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 Melvin

VOTE: UNANIMOUS (7-0)

4. Update of the 2014 Strategic Plan Report

BACKGROUND:

The report as recorded below is an update on the progress made in 2014 in meeting the five goals outlined in the County's Strategic Plan. The last Strategic Plan report was presented on February 4, 2014.

## RECOMMENDATION/PROPOSED ACTION:

The report is presented for information purposes only.

### Cumberland County 2014 Strategic Plan UPDATE

GOAL 1: Ensure a safe and healthy community by providing needed services to our citizens in a timely manner.

- Objective 1: Provide youth development program opportunities that promote good citizenship.
  - Library presented 46 youth programs that drew a total attendance of 2,030.
  - Cooperative Extension completed a successful Youth Government Tour where youth learned about county services by visiting county departments and participating in hands-on activities. The tour is the youth component of the Citizens' Academy.
  - Following a recommendation of the Fayetteville Cumberland Liaison Committee, the Fayetteville-Cumberland Youth Council has been revived.
  - Cooperative Extension's 4-H Youth Development program had 260 Youth 4-H participants. Youth worked on community services projects ranging from gleaning 650 pounds of sweet potatoes to collecting food and supplies for animal rescues.
- Objective 2: Assist with efforts to reduce crime by repeat offenders.
  - Detention Center Expansion completed and building dedicated on Feb. 3, 2014. The expansion addressed overcrowding concerns and capacity increased from 568 to 884.
  - Veterans Court held grand opening Nov. 13, 2014. The Finance Department assisted in the successful Governor's Crime Commission grant process. Veterans Services is participating in the Veterans Treatment Court.
  - County Manager's Office, Sheriff's Office and Public Health Department are participating in Collective Impact meetings with other community leaders to address youth issues, crime prevention, and job readiness.
- Objective 3: Improve emergency response services to citizens.
  - All the County fire departments have been consolidated under one Firehouse server managed by county Information Services.
  - The 911 Communications Center completed its P25 console upgrade and went live on June 23, just in time for the state's conversion to P25.
  - Ebola Planning and Response: Cumberland County Department of Public Health (CCDPH) hosts weekly Ebola conference calls from N. C. Department of Health and Human Services and invites various community partners. CCDPH, Emergency Services, Womack and Cape Fear Valley Hospital are meeting bi-weekly to strengthen community response and preparedness efforts in the event of an Ebola case.
- Objective 4: Promote a healthy community by providing educational, health and human services programs and resources to citizens.
  - All County properties became smoke-free on Sept. 1, 2014.
  - The Board of Commissioners adopted the final assessment resolution to provide water to the Bullard Circle project.
  - Engineering & Infrastructure secured USDA Funding in April 2014 in the amount of \$3,372,700 for the Overhills Sewer Project.
  - Sheriff's Office opened the Fuller School Resource and Community Policing Center
  - Through a partnership with Cumberland County Schools, Sheriff's Office added eight School Resource Officers and one detective position dedicated to investigating school related incidents.
  - DSS successfully implemented NC FAST and Affordable Care Act technology, service provision and policy requirements for the Food and Nutrition (food stamps) program and Medicaid applications. This involved coordination, communication and engagement with Social Services Board, County Commissioners, County Management, State DHHS, and community partners.
  - DSS received grants from Casey Family Foundation, Federal Administration for Children Services, Cumberland Community Foundation and partnered with UNC Chapel Hill to improve permanency outcomes for children, focus on human trafficking and combat domestic violence
  - Child Support met four out of five incentive goals for Fiscal Year 2014.
  - Library presented 47 programs on health topics with a total attendance of 1,599.

- Community Development continued to promote and improve the safety and livability of communities and address human services needs through housing and human services programs.
- CCDPH:
  - o Partnered with Cumberland County Schools and Cape Fear Valley Hospital to facilitate and host “Real Talk” event at Pine Forest High School to increase community awareness regarding teenage pregnancy prevention. The successful event featured more than 40 vendors as part of a health fair and approximately 360 teens and adults attended.
  - o Conducted 19 rabies clinics during April 2014, resulting in the vaccination of over 1,800 animals (dogs/cats).
  - o Provided vector control opportunities through the distribution of mosquito dunks to the public at no charge.
- CCDPH’s Women, Infants, and Children (WIC) Nutrition program participated in several outreach events including:
  - o the Cumberland County Fair offering a Rock-N-Rest area for pregnant moms and breastfeeding moms
  - o Latino Outreach Day to introduce the Latino population to available resources
- CCDPH Health Education Division provided health education and information in four program areas (health promotion, communicable disease prevention, maternal/child health, and family planning). Some of their activities in this past year included:
  - o developing and implementing community based initiative to reduce risk factors linked to chronic diseases;
  - o implementing evidence-based sexually transmitted and HIV/AIDS prevention education
  - o promoting healthy lifestyles for positive pregnancy outcomes
  - o offering health and safety education to prevent accidents and unintended injuries
  - o providing clinic and community based contraceptive education classes
  - o engaging with SafeKids of Cumberland County to reduce incidents of accidental or unintentional injury to children.
- Soil and Water Conservation provided information and training in Soil and Water Conservation to children and adults in schools from pre-k to university level, libraries, parks and recreation centers, career days, county fair, state fair and citizens’ academy.
- Animal Control reported an 18 percent decrease in euthanasia. The department also participated in national “Just One Day” no-kill event on June 11, 2014.
- Pet licensing compliance for cats grew from .09 percent to 5.8 percent and from 3.8 percent to 21.4 percent for dogs
- Cooperative Extension received a grant to renovate the Agriculture Center kitchen, which will now enable them to offer classes to youth and adults on nutrition, cooking and culinary arts.
- More than 370 youth and adults participated in Cooperative Extension nutrition programs such as:
  - o Steps to Health, a supplemental nutrition assistance program for youth;
  - o County Employee Healthy Cooking classes, cooking classes to provide County employees with healthy cooking information;
  - o Read Me a Story, a food and nutrition program for children, which uses storybooks to share nutrition information;
  - o Farm to Kitchen Camp, which educates youth on where food comes from

GOAL 2: Provide adequate infrastructure consistent with orderly growth of a dynamic county.

- Engineering and Infrastructure Department:
    - o Secured USDA Funding in April 2014 in the amount of \$3,372,700 for the Overhills Sewer Project.
    - o Successfully maintained Community Rating System (CRS) rating of an eight when the National Flood Insurance Program (NFIP) audit was conducted
    - o Completed Vander Sewer Project
- Objective 1: Explore strategies to address the County’s need for more office space, and ensure facilities are well-maintained.
- Detention Center Expansion completed and building dedicated in February 2014. The expansion addressed overcrowding concerns and capacity increased from 568 to 884.
  - Renovations to the 109 Bradford Avenue facility (former Mental Health building) completed. Space for Child Support expanded and Communicare relocated to the facility.

- Completed the Crown Coliseum steel compression ring recoating project.
  - Issued RFQs and selected engineering firms to complete assessments on all County roofs and building envelopes as well as all paved parking lots as part of the CIP development process.
  - Automated and replaced the emergency chiller at the LEC to ensure that 911 Center as well as server rooms for 911 and Sheriff's Office, stay operational during power outages.
  - Demolished the old Legal Aid Building and in the process of bidding a project to expand the Gillespie Street parking lot for the Courthouse in this space.
- Objective 2: Strengthen the County's green and energy-efficiency initiatives.
    - Solid Waste provides recycling at all county office buildings.
    - Budget included purchase of four hybrid vehicles.
- Objective 3: Advance the County's automation and technology capabilities.
    - Digitization of DSS and Child Support Enforcement is currently at the procurement phase with implementation to follow.
    - Child Support participated with IS and DSS in developing/preparing for Digital Records System to include a department wide purge project of all physical files in preparation of the System.
    - Information Services has completed Phase 1 and Phase 2 of the Telecommunications plan. Phase 3 is underway with DSS scheduled to be completed by June 30, 2015.
- Objective 4: Increase gateway and other beautification efforts to create a more aesthetically appealing community.
    - Crown Overlay District approved.

GOAL 3: Promote economic development by creating and retaining jobs, and providing career opportunities, quality education, cultural and recreational services.

- Objective 1: Ensure effective economic development incentives and practices are in place to attract and retain business and industry.
  - The current Joint Economic Development Incentive Program is being reviewed by the City and County.
  - County approved borrowing funding to finance Fayetteville Technical Community College building to house the I-CAR collision repair program.
  - Library held 23 small business programs and reached 285 potential entrepreneurs and 99 people received individual instruction to help improve employability skills.
  - The library's jobs and career programs and services reached 4,316. Vendors at the library's job fairs increased from 30 to 40 and they reported that 56 people were hired.
  - Library customers visited the Job and Career web pages 13,620 times and 50,872 customers accessed job and career databases.
  - DSS received a best practice award for the Internet Job Café held during the March to Work Job Fair in partnership with the library.
- Objective 2: Promote economic development through the preservation of natural resources, farmland and the county's agricultural industry.
  - Cooperative Extension completed the farmers market feasibility study and as a result farmers are now selling produce at three pop-up market locations and they hope to expand to additional locations in the next growing season.
  - Soil and Water Conservation assisted landowners with NC Agricultural Cost Share Programs with allocations over \$25,000 and generated over \$12,000 in revenue for the county through Grain Drill Rental to landowners.
  - Soil and Water Conservation provided information and training to children and adults in schools from pre-k to university level; libraries, parks and recreation centers, and at career days, the county and state fairs and citizens' academy.
- Objective 3: Provide quality cultural and recreational services.
  - Library provided 3,209 programs, reaching 87,043 participants.
  - Grants from the Arts Council and State Library help fund the annual Storytelling Festival, the Writers' Workshop and provided interactive smart boards to enhance story times for children with special needs.

GOAL 4: Educate, inform and engage employees, citizens, elected and appointed officials through effective and efficient communications.

- Objective 1: Increase citizen engagement as evidenced by increased applications for County boards and committees and attendance at public forums and meetings.
  - Citizens' Academy held twice a year. To date, 140 citizens have participated since September 2012 when program started.
  - Library held public forums on the Affordable Care Act, The Impact of Fracking in North Carolina, and local elections with a total attendance of 115.
  
- Objective 2: Enhance communications systems and transparency so citizens can readily access information.
  - Live web streaming of meetings started Feb. 3, 2014.
  - Public Information Office added Graphic Design Information Specialist II position and developed Branding and Graphic Design Style Guide.
  - Online web pet licensing has increased by 38 percent.
  - Information Services enhanced GIS data viewer. Implemented new GIS maps and applications to include Surplus Property Viewer, My Government Services, Container Sites/Recycling Centers, and Development Review Finder
  - Library created 11 online community resource guides on topics such as the 2014 Election, Homeschooling, information targeted to new residents about public services and activities in Cumberland County.
  - Library added Common Access Card (CAC) Readers at all locations for soldiers to access military records, pay information and other online data.
  - Library participated in 137 community outreach events and reached 19,064 people, who received information on library and county services.
  - Library posted county press releases of public interest on community bulletin boards at all eight locations.
  - Tax Administration:
    - o Updated information on web page; used citizen feedback to improve clarity of information.
    - o Provided ability to make online payments 24 hours 7 days a week
    - o Designed an online form for citizens to make payment arrangements for tax bills
    - o Designed new brochures for citizens with information for "Tag & Tax" motor vehicle billing and the Present-Use Valuation Program
  
- Objective 3: Improve internal communications.
  - Information Services is continuing to enhance Voice Over Internet Protocol (VoIP) as a part of the Telecommunications Plan to include video capability.
  - In partnership with Information Systems, HR has successfully transformed the Performance Development and Management System from a labor intensive, pen and paper system to a simple, paperless web-based system. HR trained departments in the use of the new PM web-based system.
  - HR provided county policy directives for new hires online during the onboarding process. This enables easy access for all employees county-wide to stay abreast of new and/or revised county policies.
  - IS created an automated Print Shop Request System.
  - Tax Administration experienced a smooth transition to the new State mandated DMV "Tag and Tax together" billing system
  - CCDPH shares its internal newsletter with the County Leadership Team and Board of County Commissioners, Board of Health and agency staff.
  -
  
- Objective 4: Enhance collaboration between county government and other boards, committees and commissions.
  - School Funding Agreement was approved by Board of Commissioners and Board of Education.
  - County continued Federal Legislative Program partnership with City of Fayetteville and Chamber of Commerce. Partnership hired FeagreBD as federal consultant and adopted Federal Legislative Agenda.
  - The library conducted two public awareness campaigns in collaboration with the Department of Animal Control to increase awareness of Animal Control services, pet adoption, and to collect supplies for animals housed at the county shelter. The April collection provided hundreds of pounds of pet food, treats and grooming supplies. The October campaign ended on Oct. 31. The library presented adult and youth programs on animal care, pet therapy, and conducted pet adoption events.

- Library provided Information Services staff, computers and instruction for the public to complete online job applications and resumes at the DSS job fair.

GOAL 5: Employ motivated, professional and well-trained personnel who offer excellent customer service with PRIDE – Professionalism, Respect, Integrity with accountability, Diversity and Excellent Customer Service.

- After a national search, the Board of Commissioners hired Amy Cannon as new County Manager in June.

• Objective 1: Optimize service delivery through innovation, automation and technology to enhance current services and create new service opportunities.

- Finance and IS worked together to select a Finance / HR / Benefits software package.
- Sheriff's Office implemented an online Gun Permit Application system and transitioned from paper to online system in May 2014. Allows for online application and payment 24 hours a day, 7 days a week.
  - o Two computer kiosks were installed outside Gun Permits Office in the Law Enforcement Center to enable citizens without internet access to apply.
  - o Office can now notify applicants of permit status via email, text message or phone.
  - o Allows CCSO employees more time to review and process applications, improving processing time and error rates.
- CCDPH optimized service delivery through implementation of:
  - o Electronic Health Records (EHR) for various medical clinics within the agency
  - o Crossroads, a new electronic database system, for Women, Infants, and Children (WIC) Nutrition program
  - o Centralized Registration, which facilitates the initial registration process for patients, and Centralized Registration Triage, which assists walk-in patients with service provision based on their needs including patient appointments, information and education, and resource referral.
- DSS implemented innovative service delivery for social work services and public job fair:
  - o MS Window tablets for social workers, which allows full access and navigation remotely from office desk top to work in the community and homes of citizens
  - o Collaborated with the public library to add a remote computer lab to the public job fair that allowed citizens to apply for jobs both in person with employers and online. Agency won a best practice award for the job fair in October 2014
- Veterans Services gained access to the Department of Veterans Affairs Personal Identity Verification System.

• Objective 2: Encourage citizen engagement and provide feedback opportunities through various outlets as it relates to service delivery.

- Annually, the library conducts a customer satisfaction survey based on its current long-range plan. In October 2014, the library completed a survey of more than 1,200 customers to gather their feedback on library services as part of developing its next long-range plan for 2015-2020.

• Objective 3: Implement staff development and training programs.

- Expanded IT Awareness and Basic Functions Training to all employees.
- Beginning in July 2014, accountant staff began the education and testing process to achieve Certified Local Government Finance Officer status.
- HR introduced the Leadership Development Certification Program to enhance our Staff Development and Training Program. This allows supervisors and managers to enroll in courses that prepare them to excel in top leadership positions. Tax Administration has been proactive in requiring employees attend.
- The library has a system of internal staff training and provides external staff training to other county employees and departments.
- CCDPH implemented training programs for interns of various disciplines including nursing, social work, management, administration, dentistry, public health, interpreting, etc. In the past year, we provided internship or training/volunteer opportunities to approximately 157 individuals.
- CCDPH continued to engage new employees through an internal new employee orientation. In the past year, we provided orientation to approximately 30 individuals.

- Objective 4: Recognize employees for their achievements.
  - The library has annual exceptional employee awards as well as other informal ways of acknowledging employee achievements. The Marketing Department began a monthly staff e-newsletter that includes employee recognition.
  - CCDPH utilizes an internal newsletter as a forum for staff to recognize one another for their achievements.
  
- Objective 5: Explore competitive pay based on labor market analysis and update classification system.
  - Child Support experienced retention success with only one position having to be filled due to a vacancy
  - CCDPH began discussions with Human Resources about exploring a competitive pay plan for mid-level healthcare providers.

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Sally Shutt, Governmental Affairs Officer, provided the following as highlights of the 2014 Strategic Plan:

#### Safe and Healthy Community

- Youth Development:
  - Fayetteville-Cumberland Youth Council revived
  - Library, Cooperative Extension programming
- Crime Reduction:
  - Detention Center Expansion opened
  - Veterans Court is operating; second in NC
- Emergency Response:
  - 911 Communications P25 upgrade
  - Fire departments under one Firehouse server
- Healthy Community:
  - County properties went smoke free September 1
  - Bullard Circle final assessment resolution
  - Overhills Sewer Project funding
  - Fuller School Resource & Community Policing Center opened
  - Library, DSS, Health Department, Soil & Water Conservation, Cooperative Extension programs
  - Animal Control
    - 18 percent reduction in euthanasia
    - Increased pet licensing compliance
    - 38 percent increase in online licenses

#### Infrastructure

- Sewer Projects
  - Funding secured for Overhills Sewer Project
  - Vander Sewer Project completed
- County Facilities
  - Detention Center Expansion completed
  - 109 Bradford renovations completed
  - Crown steel compression ring recoating completed
  - Legal Aid Building demolished
  - Firms selected to assess roofs and parking lots
- Green Initiatives
  - Funding for four hybrid vehicles
- Technology Advances
  - Phase 2 of Telecommunications Plan completed; Phase 3 underway with DSS
  - Procurement phase for digital records system for DSS and Child Support
- Gateway Efforts
  - Crown Overlay District approved

### Economic Development

- Ensure practices in place to promote economic development
  - City & County are reviewing Joint Economic Development Incentive Program
  - Funding for building to house FTCC I-CAR program
  - Growth in library's job and career programs
  - Internet Job Café received state DSS best practice award
  - Three pop-up farmers markets started

### Communications

- Increase Citizen Engagement
- Enhanced Communications Systems
  - Web streaming
  - Graphic Design Information Specialist II
  - Enhanced GIS data viewer
  - Military CAC Readers at all library locations
  - Enhanced Tax Administration web page
- Internal Communications
  - Video capability with Voice Over Internet Protocol
  - Web-based performance management system
- Enhanced Collaboration
  - School Funding Agreement approved
  - Federal Legislative Program Partnership

### Excellent Customer Service

- Innovation, automation, technology
  - Finance/HR/Benefits software package selected
  - Online gun permits application; computer kiosks in LEC
  - Electronic Health Records implemented in clinics
  - Tablets for Social Workers
  - Remote computer lab at March to Work Job Fair
- Customer feedback
  - Annual library survey will be used to develop five-year long-range plan
- Staff Development
  - Leadership Development Certification Pro
  - Accountant staff began process for Certified Local Government Finance Officer status
  - Health Department Intern Program
- Employee Recognition
  - Library and Health Department started internal employee newsletters
- Competitive Pay based on labor market analysis
  - Child Support's retention success
  - Health Department exploring a competitive pay plan for mid-level healthcare providers

### 5. Nominations to Boards and Committees

#### A. Farm Advisory Board (2 Vacancies)

Commissioner Council nominated Britt Riddle and Patricia Hall.

### 6. Appointment of Tourism Development Authority Chairperson

MOTION: Chairman Council moved to appoint William S. Wellons, Jr. as chairperson of the Tourism Development Authority for 2015.

SECOND: Commissioner Faircloth

VOTE: UNANIMOUS (7-0)

### 7. Appointments to Boards and Committees

#### A. Adult Care Home Community Advisory Committee (3 Vacancies)



Nominee(s): Clarence Everett  
Adam Long  
John Thompson

B. Board of Health (2 Vacancies)

Nominee(s):

Physician: Dr. Sanjay Shah (Reappointment)

General Public Representative: Barbara Stelly (Reappointment)

C. Cumberland County Juvenile Crime Prevention Council (2 Vacancies)

Nominee(s):

Member of Faith Community: Shawn Withy-Allen (Reappointment)

At-Large Representative: Latoya Gordon (Reappointment)

D. Nursing Home Advisory Board (2 Vacancies)

Nominee(s): Clarence Everett  
Latara Ray

E. Tourism Development Authority (1 Vacancy)

Nominee:

Hotel/Motel Under 100 Rooms Representative: Daniel E. Roberts (Reappointment)

F. Cumberland County Workforce Development Board (1 Vacancy)

Nominee:

Community Based Organization: Cynthia Wilson

There being an equal number of vacancies and nominees,

MOTION: Commissioner Edge moved to appoint by acclamation all nominees to their respective positions.

SECOND: Commissioner Melvin

VOTE: UNANIMOUS (7-0)

8. The Closed Session for Economic Development Matter(s) Pursuant to NCGS 143-318.11(a)(4) was removed from the agenda.

MOTION: Chairman Council moved to adjourn.

SECOND: Commissioner Edge

VOTE: UNANIMOUS (7-0)

There being no further business, the meeting adjourned at 7:45 p.m.

Approved with/without revision:

Respectfully submitted,

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Candice H. White  
Clerk to the Board