

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

PRESENT: Commissioner Kenneth Edge, Chairman
Commissioner Marshall Faircloth, Vice Chairman
Commissioner Glenn Adams
Commissioner Jeannette Council
Commissioner Charles Evans
Commissioner Jimmy Keefe
Commissioner Larry Lancaster
Amy Cannon, County Manager
James Lawson, Deputy County Manager
Melissa Cardinali, Assistant County Manager
Tracy Jackson, Assistant County Manager
Rick Moorefield, County Attorney
Sally Shutt, Governmental Affairs Officer
Vicki Evans, Finance Director
Tom Lloyd, Planning and Inspections Director
Jeffrey Brown, Engineering and Infrastructure Director
Joseph R. Utley, Assistant Real Estate Division Manager
Candice White, Clerk to the Board
Kellie Beam, Deputy Clerk to the Board
Press

Chairman Edge called the meeting to order.

INVOCATION / PLEDGE OF ALLEGIANCE

Reverend Alfonza McAllister, Smith Chapel Free Will Baptist Church, provided the invocation followed by the Pledge of Allegiance to the American flag led by Jawanna Otero, a third grader at Howard Hall Classical Elementary School.

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

Chairman Edge recognized the clerk to the board who stated there were no speakers for the public comment period.

Introduction of Assistant County Manager

Amy Cannon, County Manager, introduced Tracy Jackson as the new Assistant County Manager for Support Services and stated she was pleased to welcome him to the county's Leadership Team. Ms. Cannon provided background and experience information about Mr. Jackson which included over twenty-five years local government experience. Ms. Cannon noted some of the departments under Support Services to include Animal Services, Community Development, Emergency Services, Engineering and Infrastructure and Planning and Inspections. Chairman Edge extended a welcome to Mr. Jackson on behalf of the Board of Commissioners.

1. Approval of Agenda

MOTION: Commissioner Council moved to approve the agenda.
SECOND: Commissioner Evans
VOTE: UNANIMOUS (7-0)

2. Consent Agenda

A. Approval of minutes for the March 2, 2015 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 streets be placed on the State Secondary Road System for maintenance.

Cypress Glen Subdivision:	Cypress Glen Road
Saddleridge Subdivision:	Walesby Drive, Wallbrook Drive, Hagley Court, Thackeray Drive, Burton Drive, Thymus Court, Tettenbury Drive, Totley Drive
Faircloth Estate Subvision:	Farmall Drive

DOT has determined that the above streets are eligible for addition to the state system.

RECOMMENDATION / PROPOSED ACTION:

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

C. Approval of Payment of a Prior Years' Portion of Invoice for Emergency Services Maintenance Warranty

BACKGROUND:

Emergency Services is requesting payment of a \$7,504.84 EMC Corp invoice that covers service periods between fiscal year 2013 through fiscal year 2015. \$4,020.45 covers the prior years' portion of the invoice total. A recent equipment issue led to staff learning that the item was not under warranty. The retroactive maintenance warranty was negotiated at that time as that approach was determined to be the most cost effective measure. Sufficient funds are available within current year budget to cover the total invoice cost. Procedures have been put in place to minimize this type of reoccurrence.

RECOMMENDATION/PROPOSED ACTION:

Management is requesting approval to pay the prior year portion of this invoice in the amount of \$4,020.45.

D. Approval of Payment of Prior Year Invoice for Services Rendered to the Juvenile Restitution Program

BACKGROUND:

The Cumberland County Finance Department is requesting payment of \$16,661.15 for a fiscal year 2014 invoice from the City of Fayetteville that was inadvertently not paid. The State has paid the County for the services and in turn, the County needs to pay the City of Fayetteville for their portion of the cost of services rendered to the Juvenile Restitution Program. Procedures have been put in place to minimize the chance of this type of reoccurrence.

RECOMMENDATION/PROPOSED ACTION:

Management is requesting approval to pay the above invoice in the amount of \$16,661.15 and approval of budget revision B15-224.

E. Approval of a Bid Award to Haire Plumbing & Mechanical to Replace Chiller at the Law Enforcement Center

BACKGROUND:

Informal bids were received on March 6, 2015 for the chiller replacement at the Law Enforcement Center (LEC) located on Dick Street. The existing chiller is reaching the end of its service life and has had numerous repairs over the last few years.

The low bid was submitted by Haire Plumbing & Mechanical in the amount of \$352,713. In addition, it is recommended that a contingency in the amount of \$10,000 be established to address any changes that may arise during construction.

RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director and County Management recommend that the Board of Commissioners:

1. Accept the bids for the Cumberland County LEC – Chiller Replacement Project and award a contract to Haire Plumbing & Mechanical in the amount of \$352,713.
2. Establish a contingency in the amount of \$10,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.

- F. Approval of a Resolution Approving the Financing of a Tax Exempt Loan for the Vander Volunteer Fire Department, Inc. to Finance the Purchase of a Fire Truck

BACKGROUND:

The Vander Volunteer Fire Department, Inc. has requested the approval of a resolution approving the financing of a tax-exempt loan to purchase a fire truck.

RECOMMENDATION/PROPOSED ACTION:

Adopt the resolution as requested and recorded below.

Resolution Approving the Financing by Vander Volunteer Fire Department, Inc.
Of up to \$386,936.00 for the fire truck project

WHEREAS:

Vander Volunteer Fire Department has determined to finance an amount of up to \$386,936.00 for a fire truck. The United States Internal Revenue Code requires that for such financing to be carried out on a tax-exempt basis, this Board must first approve the financing. The VFD will hold a public hearing on the financing on February 17th 2015.

BE IT THEREFORE RESOLVED by the Board of Commissioners of Cumberland County, North Carolina, as follows:

1. The County approves the VFD's entering into the financing, as required under the Code for the financing to be carried out on a tax-exempt basis. The VFD's conduct of the required public hearing is approved.

I hereby certify that the foregoing resolution was duly adopted at a meeting of the Cumberland County Board of Commissioners duly called and held on March 16, 2015 and that a quorum was present and acting throughout such meeting. Such resolution remains in full effect as of today.

Dated this ____ day of _____, 2015.

Clerk, Board of Commissioners
Cumberland County, North Carolina

- G. Approval of Settlement of Claims Arising from the Incident that Occurred at J.P. Riddle Stadium on May 24, 2012

BACKGROUND:

Two further claims by employees of the Swampdogs arising out of the incident that occurred at J.P. Riddle Stadium on May 24, 2012 have been presented to the City and the

County. All the parties have agreed to settle those claims. The parties and settlement amounts are as follows:

Plaintiff: Jonathan Davidson
Employer/Insurer: Hometown Sports America, Inc./First Benefits Insurance
Defendants: City of Fayetteville and County of Cumberland
Amount: Each defendant to pay \$3,777.28

Plaintiff: Blake Beemer
Employer/Insurer: Hometown Sports America, Inc./ First Benefits Insurance
Defendants: City of Fayetteville and County of Cumberland
Amount: Each defendant to pay \$576.62

These settlement agreements fully release the City, the County, and their employees from all claims, demands or causes of action which may have resulted from the incident that occurred at J.P. Riddle Stadium on May 24, 2012. In a prior closed session, the Board of Commissioners tentatively authorized settlement of these claims.

RECOMMENDATION/PROPOSED ACTION:

County attorney recommends the Board approve the settlement agreements as recorded below.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made and entered into by and between the following parties ("Parties"):

"Plaintiff" Blake Beemer
"Employer/Insurer" Hometown Sports America, Inc. and First Benefits Insurance
"Defendants" City of Fayetteville, North Carolina ("City") and Cumberland County, North Carolina ("County").

RECITALS

WHEREAS, on May 24, 2012, Plaintiff allegedly sustained injuries as a result of an incident that occurred at J.P. Riddle Stadium in or near Fayetteville, Cumberland County, North Carolina ("Accident");

WHEREAS Employer/Insurer provided certain workers' compensation insurance to Plaintiff as a result of the Accident, and Employer/Insurer claims that it is subrogated for amounts paid thereunder, pursuant to N.C. Gen. Stat. § 97-10.2;

WHEREAS Plaintiff has voluntarily agreed to waive his right to receive any portion of the amount paid by Defendants hereunder and to assert a claim against Defendants for injuries and/or damages allegedly sustained as a result of the Accident.

WHEREAS the Parties desire to enter into this Agreement in order to provide for certain payment and other consideration in full settlement and discharge of any and all claims which are asserted, might have been asserted, or might arise from the Accident, upon the terms and conditions set forth below.

NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. This settlement is a compromise of disputed claims and this settlement shall not be construed as an admission of liability on the part of any of the persons, firms, partnerships, corporations, or other entities hereby released, by whom liability is expressly denied.

2. Plaintiff and Employer/Insurer, for and in consideration of the total amount of ONE THOUSAND ONE HUNDRED FIFTY-THREE AND 23/100 DOLLARS (\$1,153.23) paid to Employer/Insurer, hereby release Defendants, as well as their past, present and future attorneys, agents, servants, representatives, elected officials,

employees, insurers, assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated, including, but not limited to, Jackie Melvin, Larry White, Da'Shawn Bronson, Houston Reece, and Argonaut Insurance Company ("the Released Parties"), from all claims, demands or causes of action which resulted or may have resulted from the Accident. This includes, but is not limited to, claims for personal injuries, punitive or exemplary damages, emotional distress, scarring or other permanent injuries, pain and suffering, past, present or future medical costs and expenses, and any and all other loss, damage, cost or expense sustained or which may be sustained by Plaintiff or Employer/Insurer, past, present or prospective and known or unknown, as a result of the Accident.

3. Defendants shall pay the settlement amount set forth herein as follows:

- a. The City, or its insurers, shall pay the sum of FIVE HUNDRED SEVENTY-SIX AND 61/100 DOLLARS (\$576.61) by check made payable to "First Benefits Insurance a/s/o Blake Beemer"; and
- b. The County, or its insurers, shall pay the sum of FIVE HUNDRED SEVENTY-SIX AND 62/100 DOLLARS (\$576.62) by check made payable to "First Benefits Insurance a/s/o Blake Beemer".

These amounts shall be paid by Defendants within 15 days after the entry of an order by a court of competent jurisdiction allowing the distribution of these settlement funds. The Parties agree that such order will be sought upon expiration of the statute of limitations for personal injury claims arising from the Accident, which is May 24, 2015.

4. Plaintiff waives any right which he has or may have to receive any portion of the settlement amount set forth herein and to assert a claim against Defendants for injuries and/or damages allegedly sustained as a result of the Accident. Plaintiff acknowledges and agrees that he has been fully compensated for the injuries and damages he allegedly sustained as a result of the Accident by the workers' compensation benefits paid by Employer/Insurer.

5. Employer/Insurer represents and warrants that it is responsible for and will satisfy any and all liens of medical, insurance, and/or healthcare providers (specifically including Medicare) which relate to the Accident and/or Plaintiff's alleged injuries or damages resulting therefrom. Employer/Insurer agrees to indemnify the Released Parties and hold them harmless against any liability, suit, cause of action, expense, compensation and other relief of any nature brought against Released Parties related to Plaintiff's alleged damages and/or claiming subrogation to the rights of Plaintiff and/or claiming for, through or on behalf of Plaintiff, for the purpose of asserting or enforcing a claim for damages and/or payment of costs, benefits, wages, income or profits with respect to the Accident. Employer/Insurer's obligation specifically includes reasonable fees for attorneys selected by the Released Parties.

6. In reaching and executing this Agreement, Plaintiff and Employer/Insurer have not been influenced by any representations or statements by Released Parties or their employees or agents regarding their alleged damages and/or the Accident, except as specifically set forth in this Agreement.

7. This Agreement shall be binding on and inure to the benefit of Plaintiff, Employer/Insurer, Released Parties, and their respective companies, predecessors, successors, affiliates, parent and related corporations, successors, purchasers, assigns, insurers, heirs and survivors.

8. This Agreement shall be deemed to have been made in the State of North Carolina and all matters arising from or in connection with this Agreement shall be governed by the laws of the State of North Carolina.

9. Should any provision of this Agreement require interpretation or construction, this Agreement shall be interpreted and construed without any presumption that any provision is or should be construed against the party which itself or through its

agents or attorneys prepared this Agreement. The Parties and/or their respective attorneys have fully and equally participated in the preparation, negotiation, review and approval of this Agreement.

10. To the extent any portion of this Agreement is deemed to be invalid or unenforceable, the remainder of the Agreement and application of such provisions shall not be affected.

11. This Agreement contains the entire agreement between the Parties with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

12. The terms of this Agreement shall be modified only on written agreement of the Parties.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made and entered into by and between the following parties ("Parties"):

"Plaintiff"	Jonathan Davidson
"Employer/Insurer"	Hometown Sports America, Inc. and First Benefits Insurance
"Defendants"	City of Fayetteville, North Carolina ("City") and Cumberland County, North Carolina ("County").

RECITALS

WHEREAS, on May 24, 2012, Plaintiff allegedly sustained injuries as a result of an incident that occurred at J.P. Riddle Stadium in or near Fayetteville, Cumberland County, North Carolina ("Accident");

WHEREAS Employer/Insurer provided certain workers' compensation insurance to Plaintiff as a result of the Accident, and Employer/Insurer claims that it is subrogated for amounts paid thereunder, pursuant to N.C. Gen. Stat. § 97-10.2;

WHEREAS Plaintiff has voluntarily agreed to waive his right to receive any portion of the amount paid by Defendants hereunder and to assert a claim against Defendants for injuries and/or damages allegedly sustained as a result of the Accident.

WHEREAS the Parties desire to enter into this Agreement in order to provide for certain payment and other consideration in full settlement and discharge of any and all claims which are asserted, might have been asserted, or might arise from the Accident, upon the terms and conditions set forth below.

NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. This settlement is a compromise of disputed claims and this settlement shall not be construed as an admission of liability on the part of any of the persons, firms, partnerships, corporations, or other entities hereby released, by whom liability is expressly denied.

2. Plaintiff and Employer/Insurer, for and in consideration of the total amount of SIX THOUSAND NINE HUNDRED FIFTY-FOUR AND 56/100 DOLLARS (\$6,954.56) paid to Employer/Insurer, hereby release Defendants, as well as their past, present and future attorneys, agents, servants, representatives, elected officials, employees, insurers, assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated, including, but not limited to, Jackie Melvin, Larry White, Da'Shawn Bronson, Houston Reece, and Argonaut Insurance Company ("the Released Parties"), from all claims, demands or causes of action which resulted or may have resulted from the Accident. This includes, but is not limited to, claims for personal injuries, punitive or exemplary damages,

emotional distress, scarring or other permanent injuries, pain and suffering, past, present or future medical costs and expenses, and any and all other loss, damage, cost or expense sustained or which may be sustained by Plaintiff or Employer/Insurer, past, present or prospective and known or unknown, as a result of the Accident.

3. Defendants shall pay the settlement amount set forth herein as follows:

- a. The City, or its insurers, shall pay the sum of THREE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 28/100 DOLLARS (\$3,477.28) by check made payable to "First Benefits Insurance a/s/o Jonathan Davidson"; and
- b. The County, or its insurers, shall pay the sum of THREE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 28/100 DOLLARS (\$3,477.28) by check made payable to "First Benefits Insurance a/s/o Jonathan Davidson".

These amounts shall be paid by Defendants within 15 days after the entry of an order by a court of competent jurisdiction allowing the distribution of these settlement funds. The Parties agree that such order will be sought upon expiration of the statute of limitations for personal injury claims arising from the Accident, which is May 24, 2015.

4. Plaintiff waives any right which he has or may have to receive any portion of the settlement amount set forth herein and to assert a claim against Defendants for injuries and/or damages allegedly sustained as a result of the Accident. Plaintiff acknowledges and agrees that he has been fully compensated for the injuries and damages he allegedly sustained as a result of the Accident by the workers' compensation benefits paid by Employer/Insurer.

5. Employer/Insurer represents and warrants that it is responsible for and will satisfy any and all liens of medical, insurance, and/or healthcare providers (specifically including Medicare) which relate to the Accident and/or Plaintiff's alleged injuries or damages resulting therefrom. Employer/Insurer agrees to indemnify the Released Parties and hold them harmless against any liability, suit, cause of action, expense, compensation and other relief of any nature brought against Released Parties related to Plaintiff's alleged damages and/or claiming subrogation to the rights of Plaintiff and/or claiming for, through or on behalf of Plaintiff, for the purpose of asserting or enforcing a claim for damages and/or payment of costs, benefits, wages, income or profits with respect to the Accident. Employer/Insurer's obligation specifically includes reasonable fees for attorneys selected by the Released Parties.

6. In reaching and executing this Agreement, Plaintiff and Employer/Insurer have not been influenced by any representations or statements by Released Parties or their employees or agents regarding their alleged damages and/or the Accident, except as specifically set forth in this Agreement.

7. This Agreement shall be binding on and inure to the benefit of Plaintiff, Employer/Insurer, Released Parties, and their respective companies, predecessors, successors, affiliates, parent and related corporations, successors, purchasers, assigns, insurers, heirs and survivors.

8. This Agreement shall be deemed to have been made in the State of North Carolina and all matters arising from or in connection with this Agreement shall be governed by the laws of the State of North Carolina.

9. Should any provision of this Agreement require interpretation or construction, this Agreement shall be interpreted and construed without any presumption that any provision is or should be construed against the party which itself or through its agents or attorneys prepared this Agreement. The Parties and/or their respective attorneys have fully and equally participated in the preparation, negotiation, review and approval of this Agreement.

10. To the extent any portion of this Agreement is deemed to be invalid or unenforceable, the remainder of the Agreement and application of such provisions shall not be affected.

11. This Agreement contains the entire agreement between the Parties with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

12. The terms of this Agreement shall be modified only on written agreement of the Parties.

H. Approval of Demolition of County-Owned Property Located at 724 North Street, Fayetteville, North Carolina (PIN: 0437-78-2317)

BACKGROUND:

In response to inquiries from the city of Fayetteville concerning property located at 724 North Street, Fayetteville, North Carolina (PIN: 0437-78-2317), the Planning and Inspections Department inspected the property and has deemed it uninhabitable. This property, according to the City of Fayetteville, is contributing to neighborhood blight and is a haven for illegal activity. It is the recommendation of the Planning and Inspections Department that this property be demolished and its remnants removed from the property and disposed of in an approved solid waste facility. This action will assist in assuring the protection of the wealth, safety and welfare of the citizens of Cumberland County.

**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 case number BI-2015-001.

Property Owner: Cumberland County
Property Address: 724 North Street, Fayetteville, NC (wood frame single family dwelling)
Tax Parcel Identification Number: 0437-78-2317

SYNOPSIS: This property was inspected on February 25, 2015. The structures are presently vacant and unsecure. In their present state, these structures constitute a fire, health, and safety hazard. The estimated cost to repair these structures to a minimum standard for human habitation is \$63,651. The Assessor for Cumberland County has these structures presently valued at \$0.00 each for salvageable materials.

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

I. Approval of Proclamation Proclaiming the week of March 16 to 20, 2015 as Arbor Week and Friday, March 20, 2015 to be Arbor Day in Cumberland County

COUNTY OF CUMBERLAND

NORTH CAROLINA

PROCLAMATION

WHEREAS, the County of Cumberland recognizes the importance of trees to the economic, aesthetic, and ecological well-being of our community; AND

WHEREAS, it is recognized that planting and maintaining healthy trees in our ever-changing society are both desirable and necessary; AND

WHEREAS, Arbor Day is a long-standing American tradition that represents an important element of our national heritage; AND

WHEREAS, the County-City Joint Appearance Commission is a leader in the encouragement of environmental stewardship and is assisting with the planting of trees by the students of our schools; AND

WHEREAS, Cumberland County-Cooperative Extension is a community partner with the Cape Fear Botanical Garden in the effort to restore our trees; AND

WHEREAS, individuals can act in this county to improve the environment by planting trees and ensuring that these trees are protected and receive proper maintenance in the years ahead.

NOW, THEREFORE, We, the Board of Commissioners of Cumberland County, North Carolina, do hereby proclaim the week of March 16 to 20, 2015 as Arbor Week and Friday, March 20, 2015 to be

Arbor Day in Cumberland County

AND urge our citizens to take an active part to ensure our community has a better quality of life by providing a clean environment with more trees.

This the 16th day of March, 2015.

J. Approval of Ordinance Assessing Property for the Cost of Demolition:

- 1) Case Number: MH671-2014
Property Owner: Kenneth Mitchell May
Property Location: 4800 Monticello Avenue, Hope Mills, NC
Parcel Identification Number: 0413-65-8802

ORDINANCE ASSESSING PROPERTY FOR THE COSTS
OF DEMOLITION OF A STRUCTURE PURSUANT TO
THE MINIMUM HOUSING CODE OF CUMBERLAND COUNTY
CASE NUMBER: MH-671-2014
PROPERTY OWNER: Kenneth Mitchell May

WHEREAS, the Board of County Commissioners of Cumberland County, North Carolina, on October 20, 2014, enacted an ordinance directing the demolition by the owner of the structure Kenneth Mitchell May, located at 4800 Monticello Avenue, Hope Mills, NC, PIN: 0413-65-8802, said ordinance being recorded in Book 9536, page 572, 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 \$3,400.00.
- (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 \$3,400.00, 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 October 20, 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 4800 Monticello Avenue, Hope Mills, NC, as described in Deed Book 7255, page 0578, of the Cumberland County Registry and identified in County tax records as PIN 0413-65-8802

(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.

K. Budget Revisions:

(1) Health

- a. Environmental - Revision in the amount of \$4,800 to contract with local veterinarians to administer sixteen rabies clinics sponsored by the Health Dep. (B15-214) Funding Source – Fees
- b. Care Coordination for Children – Revision in the amount of \$61,934 to appropriate Health fund balance to contract additional staff to assist with the management of current caseloads. (B15-222) Funding Source – Health Fund Balance
- c. Maternal Care Coordination - Revision in the amount of \$37,429 to appropriate Health fund balance to contract additional staff to assist with the management of current caseloads. (B15-223) Funding Source – Health Fund Balance

(2) Cooperative Extension Programs

Revision in the amount of \$500 to recognize additional donations for the Power 15 fundraiser. (B15-225) Funding Source – Donations

(3) Detention Center Expansion Project

Revision in the amount of \$42,425 to recognize prior year tax revenue and reallocate expenditures to facilitate final close-out of this project. (B15-216) Funding Source – Prior Year Ad Valorem and Prior Year Motor Vehicle Tax

(4) New Century Middle School Project

Revision in the amount of \$8,550 to budget the remaining interest proceeds (\$330) and contractor sales tax refunds (\$8,220) and reallocation of the expenditure budget to facilitate final close-out of this project (B15-217) Funding Source - Other

(5) Southpoint Water Project

Revision in the amount of \$26,676 to facilitate close-out of the project by adjusting the revenue budget to reflect actuals since the final grant and loan cash receipts are dependent on the final total project expenditures. In addition, reallocate expenditures to provide transfer of \$29,883 to the

Southpoint Operating Fund. (B15-218 and B15-218A) Funding Source –
Grant, Loan and Sales Tax Refunds

MOTION: Commissioner Keefe moved to approve consent agenda Items 2.A. – 2.K.(5)
SECOND: Commissioner Adams
VOTE: UNANIMOUS (7-0)

3. Public Hearings

Uncontested Rezoning Cases

Tom Lloyd, Planning and Inspections Director, stated there were no speakers signed up in opposition to Case P15-11, Case P15-12 or Case P15-13 and the Planning Board recommended approval of Case P15-11, Case P15-12 and Case P15-13.

- A. Case P15-11: Rezoning of 1.86+/- acres from C3 Heavy Commercial/CU Conditional Use for open storage and C3 Heavy Commercial to C(P) Planned Commercial, or to a more restrictive zoning district; located on the southwest side of NC Hwy 210 (Murchison Road), northwest of SR 1444 Charmain Street; submitted by Albert and Shirley R. Norton (owners) and Andy Nichol.

Staff Recommendation:

1st motion for Case P15-11: Move to find the request for rezoning consistent with the 2030 Growth Vision Plan, and any other applicable land use plan, reasonable and in the public interest for the reasons stated in the recommendations of the Planning Staff included in the agenda package and as reflected in the minutes of the Planning Board's consideration of this case, which minutes are to be fully incorporated herein by reference.

2nd motion for Case P15-11: Move to approve the rezoning from C3 Heavy Commercial/CU Conditional Use for open storage and C3 Heavy Commercial to C(P) Planned Commercial 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 the Staff Recommendation

- B. Case P15-12: Rezoning of 2.52+/- acres from C3 Heavy Commercial to R40 Residential, or to a more restrictive zoning district, located at 11179 Dunn Road, submitted by Louis A. IV and Deanna H. Fulcher (owners).

Staff Recommendation:

1st motion for Case P15-12: Move to find the request for rezoning consistent with the 2030 Growth Vision Plan, and any other applicable land use plan, reasonable and in the public interest for the reasons stated in the recommendations of the Planning Staff included in the agenda package and as reflected in the minutes of the Planning Board's consideration of this case, which minutes are to be fully incorporated herein by reference.

2nd motion for Case P15-12: Move to approve the rezoning from C3 Heavy Commercial to R40 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 the Staff Recommendation.

- C. Case P15-13: Rezoning of 6.58+/- acres from A1 Agricultural to R40 Residential, or to a more restrictive zoning district; located at 303 and 311 Magnolia Church Road and southwest of SR 1843 (Magnolia Church Road), north of NC 24 (Clinton Road); submitted by Kenneth Sherrill and Rebecca Hall Woodcock (owners) and Michael J. Adams.

Staff Recommendation:

1st motion for Case P15-13: Move to find the request for rezoning consistent with the 2030 Growth Vision Plan, and any other applicable land use plan, reasonable and in the public interest for the reasons stated in the recommendations of the Planning Staff included in the agenda package and as reflected in the minutes of the Planning Board's consideration of this case, which minutes are to be fully incorporated herein by reference.

2nd motion for Case P15-13: Move to approve the rezoning A1 Agricultural to R40 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 the Staff Recommendation.

Chairman Edge opened the public hearings for Case P15-11, Case P15-12 and Case P15-13.

The clerk to the board advised there were no speakers for Case P15-11, Case P15-12 and Case P15-13.

Chairman Edge closed the public hearings for Case P15-11, Case P15-12 and Case P15-13.

MOTION: Commissioner Lancaster moved in Case P15-11, Case P15-12 and Case P15-13 to find the requests for rezoning consistent with the 2030 Growth Vision Plan, and any other applicable land use plans, reasonable and in the public interest for the reasons stated in the recommendations of the Planning Staff included in the agenda package and as reflected in the minutes of the Planning Board's consideration of these cases, which minutes are to be fully incorporated herein by reference.

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

MOTION: Commissioner Lancaster moved in Case P15-11 to approve the rezoning from C3 Heavy Commercial/CU Conditional Use for open storage and C3 Heavy Commercial to C(P) Planned Commercial, in Case P15-12 to approve the rezoning from C3 Heavy Commercial to R40 Residential and in Case P15-13 to approve the rezoning from A1 Agricultural to R40 Residential as recommended by the Planning Staff and as reflected in the minutes of the Planning Board's consideration of these cases, which minutes are to be fully incorporated herein by reference.

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

Items of Business

4. Consideration of Appointment of Tax Administrator

BACKGROUND:

The County of Cumberland recently engaged Developmental Associates, LLC to recruit for the position of Tax Administrator. This position will be vacant effective April 1, 2015 due to the retirement of the current Tax Administrator.

After an extensive assessment process conducted by Developmental Associates and further interviews by County management, the candidate who rose to the top is a current County employee in the Tax Department, Mr. Joseph R. Utley.

Mr. Utley has over twenty years of experience with the County in the appraisal area where he has gained strong commercial as well as residential appraisal experience. He has assisted the County in three revaluation processes. This experience is invaluable as he leads the County through an impending 2017 revaluation. Additionally, Mr. Utley served with the U.S. Army for twelve years, where he thrived in leadership positions.

RECOMMENDATION/PROPOSED ACTION:

Consider appointment of Mr. Joseph R. Utley to the position of Tax Administrator for the period of April 1, 2015 through March 31, 2017. A two year appointment is required under the N.C. General Statutes in order to fulfill all statutory certifications. The certification process must be complete within two years.

Melissa Cardinali, Assistant County Manager, reviewed the background information and recommendation as recorded above.

MOTION: Commissioner Faircloth moved to appoint Joseph R. Utley to the position of Tax Administrator for the period of April 1, 2015 through March 31, 2017.
SECOND: Commissioner Council
VOTE: UNANIMOUS (7-0)

5. Nominations to Boards and Committees

A. Adult Care Home Community Advisory Committee (1 Vacancy)

Commissioner Council nominated Herman Dudley.

6. Appointments to Boards and Committees

A. Animal Control Board (1 Vacancy)

Nominee: Knowledge & Experience in Dog Behavior and/or Handling Position: Ashley Haines

B. Equalization and Review Board (5 Vacancies)

Nominees: At -Large Position:
Horace Humphrey

Farmer Position:
Ernest Canady

Real Estate Agent Position:
Kathy Olsen

Businessman Position:
W. Carroll Beard, Jr.

Home Builder Position:
Rodney Sherrill

C. Nursing Home Advisory Board (1 Vacancy)

Nominee: Mary Dillion

There being an equal number of vacancies and nominees,

MOTION: Commissioner Faircloth moved to appoint all nominees to their respective positions.
SECOND: Commissioner Council
VOTE: UNANIMOUS (7-0)

7. Closed Session: A) Attorney Client Matter(s) Pursuant
To NCGS 143-318.11(a)(3)

MOTION: Commissioner Lancaster moved to go into closed session for Attorney Client Matter(s) Pursuant to NCGS 143-318.11(a)(3).
SECOND: Commissioner Council
VOTE: UNANIMOUS (7-0)

MOTION: Commissioner Council moved to reconvene in open session.
SECOND: Commissioner Faircloth
VOTE: UNANIMOUS (7-0)

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

There being no further business, the meeting adjourned at 7:10 p.m.

Approved with/without revision:

Respectfully submitted,

Candice H. White
Clerk to the Board