

CUMBERLAND COUNTY BOARD OF COMMISSIONERS
MONDAY, MAY 15, 2017 – 6:45 PM
117 DICK STREET, 1ST FLOOR, ROOM 118
REGULAR/REZONING MEETING
MINUTES

PRESENT: Commissioner Glenn Adams, Chairman
Commissioner Charles Evans, Vice Chairman
Commissioner Michael Boose
Commissioner Jeannette Council
Commissioner Marshall Faircloth
Commissioner Jimmy Keefe
Commissioner Larry Lancaster
Amy Cannon, County Manager
Melissa Cardinali, Assistant County Manager
Tracy Jackson, Assistant County Manager
Sally Shutt, Assistant County Manager
Rick Moorefield, County Attorney
Jeffrey Brown, Engineering and Infrastructure Director
Tom Lloyd, Planning and Inspections Director
Candice H. White, Clerk to the Board
Kellie Beam, Deputy Clerk
Press

Chairman Adams called the meeting to order.

INVOCATION / PLEDGE OF ALLEGIANCE

Commissioner Lancaster provided the invocation followed by the Pledge of Allegiance to the American flag led by Kaitlyn (Katie) Hawkes.

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

Amy Cannon, County Manager, read the public comment policy. Chairman Adams recognized the clerk to the board who called the following speakers:

Richard Breeden – Mr. Breeden referenced rezoning Case P16-46 and stated he spoke in opposition to the case during the April 18, 2017 public hearing. Mr. Breeden stated the minutes of the April 18, 2017 meeting reflect that the case was deferred to no specific date and his understanding is that no public comments will be allowed when the Board chooses to consider the case. Mr. Breeden stated residents were lead to believe they would be notified and given the opportunity to speak again during a public hearing. Mr. Breeden asked commissioners to reconsider noticing a public hearing thus allowing residents to speak again on the issue.

Superior Court Judge Jim Ammons – Judge Ammons stated he is formally presenting the petition recorded below and he and Register of Deeds Lee Warren are present representing fourteen current and former members of the Cumberland County courthouse community. Judge Ammons provided highlights of Judge Edwin Maurice Braswell's bio and stated without Judge Braswell's vision and tireless efforts, the courthouse would not be here today. Judge Ammons asked for a favorable disposition of the request. Mr. Warren recalled the courthouse was built on a three to two vote and stated without the leadership of Judge Braswell, tonight's meeting would likely have been held in the Historic Courthouse.

State of North Carolina
Before the Board of
Commissioners of the County of Cumberland

Petition and Request
to Name the Cumberland County Courthouse Building
in Honor of Judge Edwin Maurice Braswell

To The Honorable Commissioners of Cumberland County:

THE UNDERSIGNED, citizens of Cumberland County, North Carolina, hereby respectfully Petition and Request that the Board of Commissioners of Cumberland County designate and name the Cumberland County Courthouse located at 117 Dick Street, Fayetteville, North Carolina in honor and memory of Judge E. Maurice Braswell.

In support of this Petition and Request, the undersigned respectfully show unto the Board of Commissioners as follows:

1. E. Maurice Braswell was an exemplary public servant to the people of Cumberland County for more than fifty years.
2. E. Maurice Braswell served as Assistant Solicitor, Solicitor, Superior Court Judge, Judge of the Court of Appeals and Special Emergency Superior Court Judge.
3. E. Maurice Braswell was a decorated war hero who served in World War II and who was awarded numerous medals including the Purple Heart and the Air Medal with three (3) Oak Leaf Clusters.
4. E. Maurice Braswell parachuted from a burning airplane and was taken as a prisoner of war.
5. E. Maurice Braswell received the French Legion of Honor for his service during World War II.
6. E. Maurice Braswell was awarded the Liberty Bell Award by the North Carolina Bar Association in 2007.
7. E. Maurice Braswell was inducted into the "1958 Lumbee Warriors" in 2008 by the Lumbee Tribe of North Carolina and the Indian Honor Association.
8. E. Maurice Braswell saw the need in 1968 to replace the Cumberland County Courthouse which had been constructed beginning in 1924 and that had been opened in 1926.
9. E. Maurice Braswell worked tirelessly for years educating the Bench, Bar, Public, and County Commissioners of the necessity of building a new courthouse.
10. In July 1975, in response to Judge E. Maurice Braswell's efforts to obtain a new, modern courthouse for the citizens of Cumberland County, the Cumberland County Board of Commissioners agreed to put forth a bond issue to the voters.
11. In November 1975, the voters approved the issuance of bonds to finance the building.
12. The "New" Cumberland County Courthouse was constructed, and the building opened for occupation and use in 1978.
13. E. Maurice Braswell was an active leader in the effort to cause the existing Cumberland County Courthouse to be built and said Courthouse would not have been built without his efforts. It was designed with room to expand to meet the future needs of our community and has continued to meet those needs for 39 years.
14. E. Maurice Braswell distinguished himself in his service to this County, this State, and this Nation, as well, to his profession as shown in the biography of Judge Braswell which is attached hereto as Exhibit A and adopted and incorporated herein by reference.
15. The service of E. Maurice Braswell sets an example for those who utilize the courthouse and sets an example as to how they might be leaders.
16. This honor is warranted and should be bestowed in memory of E. Maurice Braswell.

WHEREFORE, the undersigned pray the Board of Commissioners as follows:

1. That the Board of Commissioners pass a resolution honoring Judge E. Maurice Braswell for his service to Cumberland County, North Carolina, the legal profession, the Judicial System, the United States of America and the World.
2. That the Cumberland County Courthouse be named The Judge E. Maurice Braswell Cumberland County Courthouse.
3. That such other and further action be taken as the Board of Commissioners shall deem to be appropriate.

Respectfully submitted, this the ____ day of _____, 2017.

James Floyd Ammons, Jr
Senior Resident Superior Court Judge

Kimbrell Kelly Tucker
Clerk of Superior Court

Robert J. Stiehl, III
Chief District Court Judge

Ennis W. Wright
Sheriff of Cumberland County

Bernard P. Condlin
Public Defender

Patricia Timmons-Goodson, Retired
NC Supreme Court Justice

Coy E. Brewer, Jr., Retired
Senior Resident Superior Court Judge

William R. West, Jr.
District Attorney

A. Elizabeth Keever, Retired
Chief District Court Judge

Lee Warren
Register of Deeds

Mark Hearp
Cumberland County Bar President

Earl R. Butler, Retired
Sheriff of Cumberland County

E. Lynn Johnson, Retired
Senior Resident Superior Court Judge

Jack A. Thompson, Retired
Resident Superior Court Judge

Introduction of Fayetteville-Cumberland Youth Council Members:

Jenna Nabors
Stephen Ferrand

Chairman Adams welcomed and introduced Fayetteville-Cumberland Youth Council members Jenna Nabors, student at Massey Hill Classical High School, and Stephen Ferrand, student at Pine Forest High School.

Recognition of Cumberland County State 4-A Wrestling Champions:

Marcelino Aponte III, Cape Fear High School - 106 Pound Class
Michael Vernagallo, Cape Fear High School - 170 Pound Class

Commissioner Lancaster recognized Cape Fear High School wrestlers on their State 4-A Wrestling Championships. Mr. Aponte and Mr. Vernagallo provided information about their championship wins and their future plans.

Recognition of Deputy Clerk to the Board Kellie Beam on Achieving her North Carolina Certified County Clerk Certification

Chairman Adams stated having met all requirements prescribed by the UNC School of Government and the N. C. Association of County Clerks to the Boards of County Commissioners, Kellie Beam was awarded her certification as a North Carolina Certified County Clerk on March 28, 2017. Chairman Adams provided information about the certification program and extended congratulations to Ms. Beam.

Recognition of Citizens' Academy Graduates

On behalf of the Board of Commissioners, the Board of Commissioners recognized graduates of the Spring 2017 Citizens' Academy as recorded below:

Jong Bradford	Armanda Brown	Scarlett Burgess
Damien Cox	Kasey Dill	Amy Gilbert
Brian Graybill	James Haynie	Paul Johnson
Dorothy McNeil	Jamie Moore	Sabrina Patterson
Jimmy Plater Sr.	Jimmy Plater Jr.	Janelle Preman
Joanna Quick	Michael Reid	A.J. Riddle
Jerod Roberts	Shameka Ross	Tammy Sinclair
Mary Welch	Cindia Weatherwax	Mark Wilderman
David Wilkes		

Amy Cannon, County Manager, requested the removal of Item 4. Presentation of Petition and Request to Name the Cumberland County Courthouse Building in Honor of Judge Edwin

Maurice Braswell from the agenda and stated Judge Ammons and Register of Deeds Lee Warren conducted the presentation during the public comment period.

1. Approval of Agenda

MOTION: Commissioner Evans moved to approve the agenda with the removal of Item 4. as requested.
SECOND: Commissioner Boose
VOTE: UNANIMOUS (7-0)

2. Consent Agenda

- A. Approval of Minutes for May 1, 2017 Regular Meeting and the April 24, 2017 Special Meeting for the FY2018 Budget
- B. Approval of the Cumberland County Juvenile Crime Prevention Council Funding Allocations for July 1, 2017 through June 30, 2018

BACKGROUND:
The Cumberland County Juvenile Crime Prevention Council annually submits the JCPC program contracts to the Board of Commissioners for approval prior to submitting to the State office. The contracts represent the funding allocations for FY2017-2018.

RECOMMENDATION/PROPOSED ACTION:
The Juvenile Crime Prevention Council recommends approval of the JCPC DJJDP/County Funding requests for FY2017-2018. Information regarding the contracts is recorded below.

JCPC DACJJ/County Funding Requests for FY 2017-2018											
Program Name	Program Type	FY 16-17 Current DACJJ Funding	FY 16-17 Current County Matching funds	Requested FY 17-18 DACJJ funds	Change in DACJJ request from current funding	Requested County Cash for match FY 17-18	Local Program Cash as a portion of match	Program Inkind as a portion of match	Other Program Cash	Total Program Budget Per Request for FY 17-18	FY 17-18 RECOMMENDATION TO BCC (DACJJ \$\$\$)
Juvenile Assessment Center	Interpersonal Skill Building	\$251,750	\$32,232	\$251,750	\$0	\$32,232		\$38,440		\$322,422	\$251,750
Find A Friend (FAF)	Interpersonal Skill Building	\$71,313	\$9,657	\$60,813	-\$10,500	\$9,657	\$15,729	\$42,485		\$128,684	\$60,813
C.C. Group Care	Group Care	\$293,855	\$170,360	\$293,855	\$0	\$171,990		\$85,237	\$159,503	\$710,585	\$293,855
Fay/CC Restitution	Restitution/Community Service	\$86,984	\$12,152	\$54,125	-\$32,859	\$12,152	\$12,151			\$78,428	\$54,125
Teen Court	Teen Court	\$59,185	\$20,495	\$53,936	-\$5,249	\$20,495	\$960	\$17,280		\$92,671	\$53,936
Families & Courts Together	Individual Counseling, Assessments, Home Based Family Counseling & Interpersonal Skill Building	\$139,921	\$80,000	\$149,921	\$10,000	\$80,000		\$9,724		\$239,645	\$149,921
Positive Action with Mindfulness (NEW)	Interpersonal Skill Building	\$0	\$0	\$44,415	\$44,415	\$0		\$9,700		\$54,115	\$15,000
YouthMax, INFLUENCE 1 (NEW)	Interpersonal Skill Building	\$0	\$0	\$400,000	\$400,000	\$0	\$80,000			\$480,000	
Coordinator Budget			\$56,734		\$0					\$0	
Council Administrative Budget		\$15,500		\$15,500	\$0					\$15,500	\$15,500
Unallocated Funds				\$0	\$0					\$0	\$23,608
Totals		\$918,508	\$381,630	\$1,324,315	\$405,807	\$326,526	\$108,840	\$202,866	\$159,503	\$2,122,050	\$918,508
Requested County funds for FY 17-18:		\$377,112									
Projected 2017-2018 DACJJ allocation:		\$918,508									

- C. Approval to Enter Into Contracts with Community Transportation Service Providers for FY 2018

BACKGROUND:
The award evaluations and recommendations were reviewed by the TAB and NCDOT. They concurred with awarding the following contracts to both proposers B & W Transporting, Inc. and Famiks Transport, Inc. and to award both proposers contracts who have entered bids at the rates they have requested. The proposals were rated on: proposal submitted, qualifications and experience, references, Disadvantaged Business Enterprise (DBE) efforts, and value for cost.

RECOMMENDATION/PROPOSED ACTION:

The Transportation Advisory Board would like to request the Board's approval to enter into contracts with the above selected transportation providers (B & W Transporting, Inc. and Famiks Transport, Inc.)

D. Approval of Alcoholic Beverage Control (ABC) Board Travel Policy

BACKGROUND:

According to correspondence from Wade Hardin, Vice Chairman of the Cumberland County ABC Board, the ABC Board is requesting that the Cumberland County Board of Commissioners approve the ABC Board's adoption of Cumberland County's Travel Policy, CP-06, in accordance with House Bill 1717: Modernization of the State ABC System, Section 13.

RECOMMENDATION/PROPOSED ACTION:

Approve the ABC Board's request to adopt Cumberland County Travel Policy, CP-06, and direct the Clerk to the Board to send to the ABC Commission written confirmation of said action and a copy of Cumberland County's Travel Policy, CP-06.

E. Approval of Workforce Development Board Recommendation to Award the One Stop Operator Contract to Two Hawk Workforce Services

BACKGROUND:

Cumberland County receives funding from the state to provide workforce development services through the Workforce Innovation and Opportunity Act (WIOA). Section 121(d)(2)(A) of WIOA requires local Workforce Development Boards to competitively procure and implement a One-Stop Operator for One-Stop Career Centers (known as NCWorks Career Centers in North Carolina) by July 1, 2017. The responsibilities of the One-Stop Operator include the overall management of the One-Stop Career Center(s), coordination of partners, and service delivery. The estimated award amount included in the RFP was not to exceed \$230,000.

Proposals were evaluated by an ad hoc committee of Workforce Development Board members utilizing evaluation criteria such as experience and philosophy, approach, assurances and flexibility, and budget/narrative. Bidders made an oral presentation supplementing and explaining their proposal on April 10, 2017. The recommendation below, which was based on the consensus of the review committee, was approved by the Workforce Board on May 10, 2017.

RECOMMENDATION/PROPOSED ACTION:

The Workforce Development Board recommends approval of Two Hawk Workforce Services as the successful proposer to provide One Stop Operator services for the Cumberland County NCWorks Career Center and to authorize the County Manager to execute the negotiated contracts.

F. Approval of a Resolution for Designation of Applicant's Agent for the Hazard Mitigation Grant Program (HMGP) to Obtain Federal and State Aid

BACKGROUND:

As part of the process for applying for federal and state aid with the HMGP Grant, it is necessary for the Board of Commissioners to approve a resolution for the designation of an applicant's agent who can sign paperwork and file aid applications on behalf of the governing body.

RECOMMENDATION/PROPOSED ACTION:

Staff recommends approval of the resolution for designation of an applicant's agent as recorded below.

RESOLUTION DESIGNATION OF APPLICANT'S AGENT North Carolina Division of Emergency Management	
Organization Name (hereafter named Organization):	Disaster Number:
County of Cumberland	DR-4285
Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate):	
Not Assigned	
Applicant's Fiscal Year (FY) Start	Month: Day:
	July 1
Applicant's Federal Employer's Identification Number:	
56-6000291	
Applicant's Federal Information Processing Standards (FIPS) Number:	
051-99051-00	
PRIMARY AGENT	SECONDARY AGENT
Agent's Name	Agent's Name
Tracy Jackson	Gene Booth
Organization	Organization
Cumberland County	Cumberland County
Official Position	Official Position
Assistant County Manager	Emergency Management Coordinator
Mailing Address	Mailing Address
	131 Dick St.
City, State, Zip	City, State, Zip
	Fayetteville, NC 28301
Daytime Telephone	Daytime Telephone
	910-678-7641
Facsimile Number	Facsimile Number
	910-678-7642
Pager or Cellular Number	Pager or Cellular Number
	910-850-8166
BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the assurances printed on the reverse side hereof. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally.	
PASSED AND APPROVED this 15th day of May, 2017	
GOVERNING BODY	CERTIFYING OFFICIAL
Name and Title	Name
Glenn B. Adams	Candice H. White
Chairman of the Cumberland County Board of Commissioners	Official Position
Name and Title	Clerk to the Board of Commissioners
Name and Title	Daytime Telephone
CERTIFICATION	
I, _____ (Name) duly appointed and _____ (Title) of the Governing Body,	
do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of	
_____ (Organization) on the _____ day of _____, 20__.	
Date: _____	Signature: _____

Rev. 03/04

- G. Approval of Offer to Purchase Surplus Property, Being Lots 11-13, H.L. Dawson S/D, PB 14/39, Located at 2225 Roosevelt Drive, Fayetteville

BACKGROUND:

The County and the City of Fayetteville acquired the real property with the PIN 0428-97-7506 located at 2225 Roosevelt Drive, Fayetteville, NC, at a tax foreclosure sale in 2014 for a purchase price of \$8,690.68. The property is zoned SF6 with a tax value of \$86,364. The City conveyed its interest in the property to the County on May 1, 2017, by a quitclaim deed recorded in Book 10082 at page 657. Based on the GIS Mapping and the tax records, there is a structure on the lot. Mr. Thomas R. Herring made an offer to purchase the property for \$9,175.2. If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is attached.

RECOMMENDATION/PROPOSED ACTION: The County Attorney recommends the Board consider the offer of Mr. Herring. If the Board proposes to accept the offer, resolve that the described real property is not needed for governmental purposes and direct that it be advertised and sold pursuant to the upset bid process of G. S. § 160A-269.

CUMBERLAND COUNTY BOARD OF COMMISSIONERS
ADVERTISEMENT OF PROPOSAL TO ACCEPT AN OFFER TO PURCHASE
CERTAIN REAL PROPERTY PURSUANT TO N.C.G.S § 160A-269

Take notice that the Board of Commissioners finds the real property with PIN 0428-97-7506, being Lots 11-13, H. L. Dawson S/D, PB 14/39, located at 2225 Roosevelt Drive, Fayetteville, NC, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$9,175.21. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject any and all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

- H. Approval of Offer to Purchase Real Property Being Lot 311 Savoy Heights, Sec. 1, Plat Book 20 at Page 21

BACKGROUND:

The County acquired real property being Lot 311 Savoy Heights, Sec. 1, Plat Book 20 at Page 21, PIN 0437-00-6970, located off Weiss Avenue, together with five other parcels at a tax foreclosure sale in 2011 for a total purchase price of \$9,227.47. The prorated share of the purchase price for this parcel for which an offer has been made is \$519.05. The tax value of the parcel for which the offer has been made is \$5,625.00.

According to the County's tax records, this parcel is vacant zoned residential. This parcel was acquired jointly with the City of Fayetteville. The City quitclaimed its interest to the County by a deed recorded on July 27, 2012, in Book 8955/530. Dale and Dianna Brigham have made an offer to purchase this parcel for a price of \$519.05. If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G.S. § 160A-269.

RECOMMENDATION/PROPOSED ACTION:

The County Attorney recommends that the Board consider the offer of Dale and Dianna Brigham and if the Board proposes to accept the offer, resolve that the described real property is not needed for governmental purposes and direct that it be advertised and sold pursuant to the upset bid process of G. S. § 160A-269.

**CUMBERLAND COUNTY BOARD OF COMMISSIONERS
ADVERTISEMENT OF PROPOSAL TO ACCEPT AN OFFER TO PURCHASE
CERTAIN REAL PROPERTY PURSUANT TO N.C.G.S § 160A-269**

Take notice that the Board of Commissioners finds the following real property is not needed for governmental purposes and proposes to accept an offer to purchase the property, being Lot 311, Savoy Heights, Sec. 1, Plat Book 20/21, PIN 0437-00-0670, for a purchase price of \$519.05. Within 10 days of this notice, any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject any and all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

- I. Approval of Sale of Surplus Real Property, Being a Portion of Lot 12, Block B, Stubbs Acres, Plat Book, 21/29

BACKGROUND:

On April 3, 2017, the Board adopted a resolution of its intent to accept the offer of Mr. Myles Hester to purchase the property with PIN 0439-41-3155, being a portion of Lot 12, Block B, Stubbs Acres, Plat Book 21 at Page 29, for \$1,855.24. The parcel is described in the tax records as .14 acres, being part of Lot 12, Block B, Stubbs Acres, zoned SF10, with a tax value of \$7,500. Based on the County GIS Parcel Viewer System, the parcel abuts Plantation Road in the City of Fayetteville and there is not a structure on the property.

Notice of the proposed sale subject to the upset bid process required by G. S. § 160A-269 was advertised in the *Fayetteville Observer* on April 12, 2017. The publisher's affidavit was received. More than 10 days have elapsed since the notice was published. No upset bid was received.

RECOMMENDATION/PROPOSED ACTION:

County Attorney recommends the Board accept this offer and authorize the Chair to execute a deed for the property upon the County's receipt of the balance of the purchase price.

- J. Approval of Sale of Surplus Properties, Being Lots 114 & 116 Savoy Heights, Sec. 1, Plat Book 20 at Page 21; and 4.05 Acres Land adj. Briarwood Hills, Sec. 3, Plat Book 117 at Page 189

BACKGROUND:

On April 3, 2017, the Board adopted a resolution of its intent to accept the offer of Dale and Dianna Brigham to purchase the following properties for a price of \$6,885.95:

Description	Tax Value	Prorated Judgment Amount	Deed	PIN No.
Lots 114 & 116 Savoy Hgts., Sec 1, PB 20-21, located off Weiss Ave	\$11,250.00	\$1,038.10	8701/836	0437-11-4516
4.05 ac. Land adj Briarwood Hills, Sec 3, PB 117-189, located off Eldorado Rd	\$55,688.00	\$5,847.85		0426-54-8992

The tax records show these as vacant lots with residential zoning.

Notice of the proposed sale subject to the upset bid process required by G. S. § 160A-269 was advertised in the *Fayetteville Observer* on April 12, 2017. The publisher’s was received. More than 10 days have elapsed since the notice was published. No upset bid was received.

RECOMMENDATION/PROPOSED ACTION:

County Attorney recommends the Board accept this offer and authorize the Chair to execute a deed for the properties upon the County’s receipt of the balance of the purchase price.

- K. Approval of Sale of Surplus Properties, Being Lots 6 & 7, Block D, Spring Lake Subdivision, Plat Book 11 at Page 3, Located at 118 and 105 N. First Street, Spring Lake

BACKGROUND:

On April 3, 2017, the Board adopted a resolution of its intent to accept the offer of Mr. Heath Johnson to purchase the following properties for \$3,396.80:

Description	Tax Value	Prorated Cost	Deed	PIN
Lot 6, Block D, PB 11-3, Spring Lake S/D, with address of 118 N. First St., Spring Lake	\$24,421.00	\$1,698.40	8926/884	0501-76-4236
Lot 7, Block D, PB 11-3, Spring Lake S/D, with address of 105 N. First St., Spring Lake	\$24,421.00	\$1,698.40		0501-76-4252

The tax records show both properties as vacant lots zoned by the Town of Spring Lake as commercial (CB).

Notice of the proposed sale subject to the upset bid process required by G. S. § 160A-269 was advertised in the *Fayetteville Observer* on April 12, 2017. The publisher’s affidavit was received. More than 10 days have elapsed since the notice was published. No upset bid was received.

RECOMMENDATION/PROPOSED ACTION:

County Attorney recommends the Board accept this offer and authorize the Chair to execute a deed for the properties upon the County’s receipt of the balance of the purchase price.

- L. Approval of Sale of Surplus Real Property, 2323 Applebury Lane

BACKGROUND:

On April 3, 2017, the Board adopted a resolution of its intent to accept the offer of Mrs. Amber Jones to purchase the property with PIN 0405-87-9315, being a residentially zoned lot approximately 150’ by 121’ with an address of 2323 Applebury Lane, Fayetteville, for a purchase price of \$6,600. The tax value is \$48,100.00. Based on the County GIS Mapping system, there does appear to be a structure on the property.

Notice of the proposed sale subject to the upset bid process required by G. S. § 160A-269 was advertised in the *Fayetteville Observer* on April 12, 2017. The publisher's affidavit was received. More than 10 days have elapsed since the notice was published. No upset bid was received.

RECOMMENDATION/PROPOSED ACTION:

County Attorney recommends the Board accept this offer and authorize the Chair to execute a deed for the property upon the County's receipt of the balance of the purchase price.

M. Approval of Demolition of County-Owned Property:

Case Number: BI-2017-001
Property Owner: Cumberland County
Property Location: 218 Preston Avenue, Fayetteville, NC
Parcel Identification Number: 0428-58-5045

**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-2017-001.

Property Owner: Cumberland County
Property Address: 218 Preston Avenue, Fayetteville, NC (wood frame single family dwelling)
Tax Parcel Identification Number: 0428-58-5045

SYNOPSIS: This property was inspected on 2/17/2017. The structures are presently vacant and unsecure. In their present state, these structures constitute a fire, health, and safety hazard. The Assessor for Cumberland County has these structures presently valued at \$0.00.

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

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

Case Number: MH 1478-2016
Property Owner: John Dennis Williams
Property Location: 327 Charles Street, Fayetteville, NC
Parcel Identification Number: 0426-90-2447

**ORDINANCE ASSESSING PROPERTY FOR THE COSTS
OF DEMOLITION OF A STRUCTURE PURSUANT TO
THE MINIMUM HOUSING CODE OF CUMBERLAND COUNTY
CASE NUMBER: MH 1478-2016
PROPERTY OWNER: John Dennis Williams**

WHEREAS, the Board of County Commissioners of Cumberland County, North Carolina, on November 21, 2016, enacted an ordinance directing the demolition by the owner of the structure John Dennis Williams, located at 327 Charles Street, Fayetteville, NC, PIN: 0426-90-2447, said ordinance being recorded in Book 9992, page 0223, 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 \$6,500.00.
- (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 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 \$6,500.00, 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 November 21, 2016, 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 327 Charles Street, Fayetteville, NC, as described in Deed Book 8604, page 0669, of the Cumberland County Registry and identified in County tax records as PIN 0426-90-2447.

(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.

O. Approval of Cumberland County Facilities Committee Report and Recommendation(s):

- 1) Paving / Resurfacing of Historic Courthouse Parking Lot

BACKGROUND:

The repairs/resurfacing of the parking lot at the Historic Courthouse is a project that was identified as part of the Parking Lot/Repair Capital Improvement Plan (CIP). On August 17, 2015, the Board of Commissioners adopted a reimbursement resolution allowing projects to get started in advance of the planned installment financing plan. The repaving of the parking lot at the Historic Courthouse along with some other critical projects were identified as projects to move forward with first.

A pre-bid meeting was held on March 30, 2017, in which all local contractors were invited to attend. Informal bids were received on April 11, 2017 for the repairs/resurfacing of the Historic Courthouse parking lot. The certified bid tab along with a letter of recommendation from Draper Aden Associates, the project engineer, have been provided. The lowest, responsible and responsive bid was submitted by Diamond Constructors, Inc. in the amount of \$148, 122.20.

This was presented and approved by the Facilities Committee on May 4th.

RECOMMENDATION:

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

1. Accept the bids for the repairs/resurfacing of the parking lot at the Historic Courthouse and award a contract to Diamond Constructors, Inc in the amount of \$148,122.20.
 2. Establish a contingency in the amount of \$14,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.
- 2) Paving / Resurfacing of Solid Waste Convenience Site Driveways

BACKGROUND:

The repairs/resurfacing of multiple Solid Waste Convenience Sites is a project that was identified as part of the Solid Waste Parking Lot/Repair Capital Improvement Plan (CIP). Funding for this project is included in the FY 17 Solid Waste budget.

The County invited nine prospective bidders to bid on the project on April 10, 2017. Informal bids were received on April 25, 2017 at 1:00 PM at the Solid Waste Administration Office for the repairs/resurfacing of the Solid Waste Convenience Sites. Of nine prospective local bidders, the County received one bid from Diamond Constructors, Inc. in the amount of \$200,160. The bid tab has been provided. Diamond Constructors, Inc. has been the lowest bidder for the last three paving projects that the County has bid. Therefore, Engineering & Infrastructure staff feel that the submitted bid is in-line with current industry pricing for the scope of work for this project.

This was presented and approved by the Facilities Committee on May 4th.

RECOMMENDATION:

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

1. Accept the bids for the repairs/resurfacing of the asphalt drives at Solid Waste Container Sites and award a contract to Diamond Constructors, Inc in the amount of \$200,160.
 2. Establish a contingency in the amount of \$20,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.
- 3) Lease Renewal for NC Department of Public Safety – Adult Probation

BACKGROUND:

The Facilities Committee met on May 4, 2017 to consider the proposed lease renewal involving a specified portion of the premises located at 412 Russell Street in Fayetteville to the NC Department of Public Safety (NCDPS) – Adult Probation Division. The current agreement will expire June 30, 2017. The lease includes 1,034 square feet of office space. The lease terms would be as follows: a three (3) year term and annual rent in the amount of \$15,510.00 or \$15.00 per square foot payable in monthly installments of \$1,292.50. A copy of the proposed lease agreement has been provided.

RECOMMENDATION/PROPOSED ACTION:

The Facilities Committee approved this item moving forward to the full Board of Commissioners at its May 4, 2017. Staff recommends approval of the proposed lease renewal with NCDPS. Advertising is not required in this situation since the lease involves a unit of government.

THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED BY THE
NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF CUMBERLAND

THIS LEASE AGREEMENT, made and entered into this the ____ day of _____,

2017, by and between, COUNTY OF CUMBERLAND hereinafter designated as Lessor, and the STATE OF NORTH CAROLINA, hereinafter designated as Lessee;

W I T N E S S E T H:

THAT WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and as amended on September 8, 1999 and December 7, 1999, and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 18th. day of January, 2017 and,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the City of Fayetteville, County of Cumberland, North Carolina, more particularly described as follows:

Being +/- 1,034 net square feet of office space located at 412 Russell Street, Fayetteville, Cumberland County, North Carolina. See Attached Exhibit "A" Floor Plan

DEPARTMENT OF PUBLIC SAFETY – PROBATION AND PAROLE

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of three (3) years, with no renewal periods commencing on the 1st day of July, 2017, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the 30th day of June, 2020.

2. During the term of the lease, the Lessee shall pay to the Lessor as rental for said premises the sum of \$15,510.00 Dollars per annum, which sum shall be paid in equal monthly installments of \$1,292.50 Dollars, said rental to be payable within fifteen (15) days from receipt of invoice.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the reasonable satisfaction of the Lessee:

A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.

B. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal including provision for the handling of recyclable items such as aluminum cans, cardboard and paper.

C. Maintenance of lawns, sidewalks, shrubbery, paved areas and common areas is required.

D. Adequate Parking.

E. All utilities except telephone.

F. Lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to accessible restroom.

G. All fire or safety inspection fees and storm water fee shall be paid by lessor.

I. All land transfer tax/fees imposed by the County or Town which the space is located.

J. All other terms and conditions of the signed "Proposal to Lease to the State of North Carolina" Form P0-28 and "Specifications for Non-Advertised Lease".

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee. Occupation of the premises by the Lessee constitutes Lessee's acceptance of the premises.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at P. O. Box 1829, Fayetteville, North Carolina 28301. The Lessee at 3030 Hammond Business Place, Raleigh, North Carolina 27699. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SPECIFICATIONS FOR NON-ADVERTISED LEASE

1. A floor plan to scale or a plan with room dimensions is required. Plan should show building exits for the proposed space. Also provide the year the building was constructed.

2. This facility must provide environment that is barrier free and easily accessible to physically disabled staff, visitors and clientele. Compliance with the State Building Code and the Americans with Disabilities Act is required. Toilet facilities shall be ADA accessible and code compliant.

3. Air conditioning and heating system shall be maintained by Lessor including frequent filter cleaning and replacement. Year round ventilation shall be provided to prevent stale air problems and unacceptable CO2 content. Waiting areas, LAN room and conference room(s) may require additional HVAC.

4. Telecommunication room temperature should be within a range of 65° to a maximum of 75°. This is a 24-hour per day, 7 days per week requirement. A separate HVAC system may be required to maintain this temperature range.

5. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes and replacement bulbs.

6. The Lessor shall provide required fire extinguishers and servicing, pest control (by a licensed technician) and outside trash disposal including provision for the handling of recycling items such as aluminum cans, cardboard and paper. Year-round maintenance is required to maintain a neat and professional appearance of the site at all times.

7. Internal and external signage to be customary (directory) to the building that will provide easy identification of the office by the general public. All other signage is to be provided by the Lessor as agreed upon by the County.

8. Locking hardware is required on all storage rooms, equipment rooms, files rooms and LAN room. Supply storage closets require shelving.

9. Lessor shall be responsible for snow removal as quickly as possible to avoid work delays.

10. The per square foot price proposal is based on the floor plan and repair lists agreed upon by the State of North Carolina and includes but is not limited to: all partitions, demolition, and up fitting costs: building and grounds maintenance; property taxes; insurance; fire and safety inspection fees; storm water fees; land transfer tax; common area maintenance and other building operational costs.

11 The number of keys to be provided to the State for each lockset shall be reasonably determined by the State prior to occupancy, at no cost to the State.

12 All parking areas shall be adequately lighted and located within a reasonable distance of the office.

4) Lease Renewal for Coastal Horizons Center, Inc.

BACKGROUND:

Coastal Horizons Center, Inc., a provider who offers the Treatment Accountability for Safer Communities program (TASC), wishes to renew an existing lease agreement with Cumberland County for office space at the Cumberland County Community Corrections Center located at 412 Russell Street in Fayetteville. This agreement will expire June 30, 2017. The lease includes 1,773 square feet of office space. The lease terms would be as follows: a three (3) year term and annual rent in the amount of \$26,595 or \$15.00 per square foot payable in monthly installments of \$2,216.25. A notice of intent to lease must be published at least thirty (30) days in advance of a regular Board of Commissioners' meeting prior to approving any proposed lease.

RECOMMENDATION/PROPOSED ACTION:

As recommended by the Facilities Committee at its May 4, 2017, meeting, adopt the following resolution:

BE IT RESOLVED that the Cumberland County Board of Commissioners finds that the real property, specifically identified office space, located at 412 Russell Street in Fayetteville will not be needed for government purposes for the term proposed for the lease of the property to Coastal Horizons, Inc., and this Board intends to adopt a resolution at its regular meeting to be held on June 19, 2017, approving the lease pursuant to the terms to be advertised as follows:

TAKE NOTICE that the Cumberland County Board of Commissioners has found that the real property described herein will not be needed for government purposes for the term of the lease described herein and that the Board intends to adopt a resolution at its regular meeting to be held on June 19, 2017, approving the lease of office space located at 412 Russell Street to Coastal Horizons, Inc. for up to a three (3) year term with annual rent in the amount of \$26,595 or \$15.00 per square foot payable in monthly installments of \$2,216.25.

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

LEASE AGREEMENT

Notice of Intent published in the *Fayetteville Observer* on _____, 2017

Approved by the Board of Commissioners on June _____, 2017

This Lease Agreement, made and entered as of the _____ day of June, 2017, by and between Coastal Horizons Center, Inc., a North Carolina corporation with a place of business at 412 Russell Street, Fayetteville, North Carolina, hereinafter referred to as "LESSEE", and the County of Cumberland, a body politic and corporate of the State of North Carolina, hereinafter referred to as "LESSOR".

W I T N E S S E T H:

THAT for and in consideration of the mutual promises hereinafter contained herein and subject to the terms and conditions hereinafter set forth or referred to, LESSOR does hereby lease and demise to LESSEE that certain space consisting of 1,773 square feet of office space in the County building located at 412 Russell Street, Fayetteville, NC, and being the same space already occupied by Lessee.

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

1. TERM: The Lease shall commence the 1st day of July, 2017, and unless sooner terminated, continue for three years to June 30, 2020.

2. RENT: The rent shall be at an annual rate of \$15.00 per square foot for a total of TWENTY SIX THOUSAND, FIVE HUNDRED NINETY FIVE DOLLARS (\$26,595) payable in equal monthly installments of TWO THOUSAND, TWO HUNDRED SIXTEEN and 25/100 DOLLARS (\$2,216.25) on or before the 1st day of each month beginning July 1, 2014.
3. DEPOSIT: LESSOR shall not require a security deposit from the LESSEE.
4. SERVICES: LESSOR covenants and agrees to furnish the leased premises with electrical service suitable for the intended use as general office space (including dedicated ground circuits for computer operation), including fluorescent tube and ballast replacements, heating and air conditioning for the comfortable use and occupancy of the leased premises, plus supplying and maintaining building common areas and restroom facilities, including hot and cold water, and sewage disposal in the building in which the leased premises are located. If the premises have a security system, Lessor will maintain it in good working order.
5. PARKING LOT: LESSEE shall have the right of shared use and enjoyment of the Cumberland County Day Reporting Center parking areas at no charge to the LESSEE.
6. ASSIGNMENT OR SUB-LEASE: The LESSEE shall not assign this lease or sublet the leased premises or any part thereof, without the written consent of the LESSOR. Such written consent will not be unreasonably withheld by LESSOR.
7. USE AND POSSESSION: It is understood that the leased premises are to be used for general office purposes and for no other purposes without prior written consent of LESSOR. LESSEE shall not use the leased premises for any unlawful purpose or so as to constitute a nuisance. LESSEE shall return the premises to LESSOR at the termination hereof in as good condition and state of repair as the same was at the commencement of the term hereof, except for loss, damage, or depreciation occasioned by reasonable wear and tear and damage by accidental fire or other casualty.
8. DESTRUCTION OF PREMISES: In the event that said building is damaged by fire, windstorm, or an act of God, so as to materially affect the use of the building and premises, this Lease shall automatically terminate as of the date of such damage or destruction, provided, however, that if such building and premises are repaired so as to be available for occupancy and use within sixty (60) days after said damage, then this lease shall not terminate, provided further that the LESSEE shall pay no rent during the period of time that the premises are unfit for occupancy and use.
9. CONDEMNATION: If during the term of this lease or any renewal period thereof, the whole of the leased premises, or such portion thereof as will make the leased premises unusable for the purpose leased, be condemned by public authority for public use, then in either event, the term hereby granted shall cease and come to an end as of the date of the vesting of title in such public authority, or when possession is given to such public authority, whichever event occurs last. Upon such occurrence the rent shall be apportioned as of such date and any rent paid in advance at the due date for any space condemned shall be returned to the LESSEE. The LESSOR shall be entitled to reasonable compensation for such taking except for any statutory claim of the LESSEE for injury, damage or destruction of the LESSEE'S business accomplished by such taking. If a portion of the leased premises is taken or condemned by public authority for public use so as not to make the remaining portion of the leased premises unusable for the proposes leased, this lease will not be terminated but shall continue. In such case, the rent shall be equitably and fairly reduced or abated for the remainder of the term in proportion to the amount of leased premises taken. In no event shall the LESSOR be liable to the LESSEE for any interruption of business, diminution in use or for the value of any unexpired term of this lease.
10. INTERRUPTION OF SERVICE: LESSOR shall not be or become liable for damages to LESSEE alleged to be caused or occasioned by or in any way connected with or the result of any interruption in service, or defect or breakdown from any cause whatsoever in any of the electric, water, plumbing, heating, or air conditioning systems. However, upon receipt of actual notice of any such interruption, defect or breakdown, LESSOR will take such steps as are reasonable to restore any such interrupted service to remedy any such defect.

11. LESSOR'S RIGHT TO INSPECT: The LESSOR shall have the right, at reasonable times during the term of this lease, to enter the leased premises, for the purposes of examining and inspecting same and of making such repairs or alterations therein as the LESSOR shall deem necessary.
12. INSURANCE: LESSOR will be responsible for insuring its interest in the building and LESSEE will be responsible for insuring its personal property within the leased premises. LESSEE shall at all times during the term hereof, at its own expense, maintain and keep in force a policy or policies of general and premises liability insurance against claims for bodily injury, death or property damage occurring in, on, or about the demised premises in a coverage amount of no less than \$500,000 per occurrence and naming LESSOR as an additional named insured.
13. MAINTENANCE OF STRUCTURE: LESSOR shall be responsible for the maintenance and good condition of the roof and supporting walls of the building leased hereunder and for maintenance in good working condition of all mechanical equipment (including but not limited to heating and air conditioning equipment) installed and provided by the LESSOR. The LESSEE shall be responsible for the maintenance in good condition of interior surfaces, floors, doors, ceilings, and similar items except that the LESSEE shall not be responsible for fair wear and tear or for major damage or destruction of such walls, grounds, surfaces, or any structural component of the premises.
14. HEATING AND AIR CONDITIONING; JANITORIAL SERVICES: LESSOR shall provide and maintain in good working condition sufficient heating to maintain an average air temperature in the entire leased premises of between sixty-five (65) and seventy-five (75) degrees Fahrenheit. LESSOR shall also provide and maintain in good working condition sufficient air conditioning to maintain an average air temperature in the entire leased premises of between seventy-two (72) and seventy-eight (78) degrees Fahrenheit. LESSOR shall not be liable for failure to maintain such temperatures when such failures result from failures of electrical power, fuel shortages, strikes, lockouts or other causes beyond the control of the LESSOR and not caused by LESSOR'S negligence or lack of due care and diligence. Temporary stoppages of heating services for the purposes of maintaining or repairing heating equipment and facilities shall not constitute a default by LESSOR in performance of this Lease, provided that the LESSOR exercises due diligence and care to accomplish such maintenance and repair and such stoppages do not continue to an unreasonable length of time. LESSOR shall be responsible for commercially reasonable janitorial service and trash removal from leased premises.
15. PERSONAL PROPERTY AND IMPROVEMENTS: Any additions, fixtures, or improvements placed or made by the LESSEE in or upon the leased premises, which are permanently affixed to the leased premises and which cannot be removed without unreasonable damage to said premises shall become the property of the LESSOR and remain upon the premises as a part thereof upon the termination of this Lease. All other additions, fixtures, or improvements to include trade fixtures, office furniture and equipment, and similar items, which can be removed without irreparable damage to the leased premises, shall be and remain the property of the LESSEE and may be removed from the leased premises by the LESSEE upon the termination of this lease. LESSEE shall bear the expense of any repairs of the leased premises, other than fair wear and tear caused by such removal.
16. TAXES: LESSEE will list and pay all business personal property taxes, if any, on its personal property located within the demised premises.
17. NOTICE: Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgement of receipt, or mailed by certified mail, return receipt requested, or delivered by receipt controlled express service, to the other party at the following addresses or to such other addresses as either party hereafter from time to time designates in writing to the other party for the receipt of notice:

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

LESSOR:
Cumberland County
Attn: County Manager
P. O. Box 1829
Fayetteville, NC 28302-1829

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

18. ORDINANCES AND REGULATIONS: The LESSEE hereby covenants and agrees to comply with all the rules and regulations of the Board of Fire Underwriters, officers and boards of the city, county or state having jurisdiction over the leased premises, and with all ordinances and regulations or governmental authorities wherein the leased premises are located, at the LESSEE'S sole cost and expense, but only insofar as any of such rules, ordinances, and regulations pertain to the manner in which the LESSEE shall use the leased premises, the obligation to comply in every other case, and also all cases where such rules, regulations, and ordinances require repairs, alterations, changes or additions to the building (including the leased premises) or building equipment, or any part of either, being hereby expressly assumed by the LESSOR and LESSOR covenants and agrees promptly and duly to comply with all such rules, regulations and ordinances with which LESSEE has not herein expressly agreed to comply.
19. INDEMNIFICATION: LESSEE will indemnify LESSOR and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property occurring in or about, or arising out of, the demised premises, and occasioned wholly or in part by any act or omission of LESSEE, its agents, licensees, concessionaires, customers or employees. In the event LESSOR shall be made a party to any litigation, commenced by or against LESSEE, its agents, licensees, concessionaires, customers or employees, then LESSEE shall protect and hold LESSOR harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by LESSOR in connection with such litigation, unless such litigation arises out of an injury or injuries claimed as a result of some defective condition existing on the premises for which LESSOR has responsibility to maintain or repair under the terms of this lease and to which LESSOR has been put on notice by LESSEE.
20. REPAIR: The premises shall meet all requirements necessitated by the ADA and OSHA Inspection Guidelines. Should it be necessary during the term of this Lease to repair the roof structure; exterior walls; or structural members or the building because of defect or failure, the LESSOR shall make such repairs or replacements at its sole cost and expense, within a reasonable time after demand is made in writing to the LESSOR to do so by the LESSEE. The LESSOR shall keep the premises, including all improvements, in good condition and repair and in a good, clean, and safe condition at all times during the term of this Lease Agreement.
21. WARRANTY: The LESSOR warrants that all plumbing, electrical, heating, and air conditioning units and facilities are in good working order at the commencement of this Lease.
22. REMEDIES: If either party shall be in default with respect to any separate performance hereunder, and shall have remained in default for ten (10) days after receipt of notice of default, there shall be a breach of this lease. The defaulting party shall remain fully liable for performing its remaining obligations under this lease. The defaulting party shall be liable for reasonable damages as provided by law and for all costs and expenses, including reasonable attorney's fees, incurred by the other party on account of such default, except as otherwise provided herein. Waiver by either party of any breach of the other's obligation shall not be deemed a waiver of any other or subsequent breach of the same obligation. No right or remedy of any party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by state or otherwise any may be enforced concurrently or from time to time.
23. SUCCESSOR AND ASSIGNS: This lease shall bind and inure to the benefit of the successors, assigns, heirs, executors, administrators, and legal representatives of the parties hereto.
24. ALTERATIONS AND PARTITIONS: The LESSEE may make reasonable alterations and partitions to the interior of the premises to enhance their suitability for the uses contemplated in this Lease Agreement, provided prior written approval of the graphic plan for alterations and partitions shall be obtained from the LESSOR, who shall not unreasonably withhold such approval.
25. UTILITIES: Electrical power, water, and sewer services to serve the leased premises shall be at LESSOR'S expense. LESSOR shall not be liable for any failure of any public utility to provide utility services over such connections and such failure shall not constitute a default by LESSOR in performance of this Lease. LESSEE shall be prudent

in its use of utilities and compliant with the LESSOR'S practices and policies related to utilities.

26. RISKS OF LOSS: As between the LESSOR and the LESSEE, any risk of loss of personal property placed by the LESSEE in or upon the leased premises shall be upon and a responsibility to the LESSEE, regardless of the cause of such loss.
27. DESTRUCTION OF PREMISES: If the leased premises should be completely destroyed or damaged so that more than fifty percent (50%) of the leased premises are rendered unusable, this Lease shall immediately terminate as of the date of such destruction or damage.
28. TERMINATION: If the LESSEE shall fail to pay any installment of rent when due and payable as heretofore provided or fail to perform any of the terms and conditions heretofore set forth and shall continue in such default for a period of fifteen (15) days after written notice of default, LESSOR, at its discretion, may terminate this Lease and take possession of the premises without prejudice to any other remedies allotted by law; and/or, if the LESSOR SHALL fail to perform any of the terms and conditions heretofore set forth and shall continue in such default thirty (30) days after written notice of such default, the LESSEE, at its discretion shall terminate this Lease and vacate the leased premises without further obligation to pay rent as theretofore provided from date of said termination, without prejudice to any other remedies provided by law.
29. OCCUPANCY AND QUIET ENJOYMENT: LESSOR promises that LESSEE shall have quiet and peaceable possession and occupancy of the above leased premises in accordance with the terms set forth herein, and that LESSOR will defend and hold harmless the LESSEE against any and all claims or demands of others arising from LESSEE'S occupancy of the premises or in any manner interfering with the LESSEE'S use and enjoyment of said premises.
30. MODIFICATION: This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.
31. MERGER CLAUSE: This instrument is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

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

P. Approval of Cumberland County Finance Committee Report and Recommendation(s) (For Information Purposes)

Q. Approval of a Proclamation Recognizing May 21-27, 2017 as "National Public Works Week" in Cumberland County

COUNTY OF CUMBERLAND

NORTH CAROLINA

PROCLAMATION

WHEREAS, public works services provided in the Cumberland County community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs that supply water for domestic, agricultural and industrial needs; that provide sewer service for waste collection, treatment and disposal systems; that provide public buildings for health and human services, public library services, education and courts; that provide solid waste landfills

and containerized sites; and that provide funding and financing for the county's many public works services and programs; and

WHEREAS, the health, safety and comfort of the Cumberland County community greatly depends on these facilities, services and financing; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff Cumberland County's public works related departments is materially influenced by people's attitudes and understanding of the importance of the work they perform.

WHEREAS, the year 2017 marks the 57th annual National Public Works Week sponsored by the American Public Works Association; and

NOW, THEREFORE, WE, the Cumberland County Board of Commissioners, do hereby proclaim the week of May 21-27, 2017, as

"NATIONAL PUBLIC WORKS WEEK"

and call upon all Cumberland County citizens and organizations to acquaint themselves with the issues involved in providing the County's public work services and programs, and to recognize the contributions the county's public works officials make every day to the county's health, safety, comfort and quality of life.

Proclaimed this 15th day of May, 2017.

R. Approval of Budget Ordinance Amendments:

General Fund 101

- 1) Public Health - Budget Ordinance Amendment B170110 to recognize additional fees earned in the amount of \$25,000 to purchase vaccines and immunizations.

The Board is requested to approve Budget Ordinance Amendment B170110 to recognize fees earned from Family Planning and Immunizations in the amount of \$25,000. These funds are to be used to replenish vaccines.

Please note this amendment requires no additional county funds.

- 2) Public Health - Budget Ordinance Amendment B170116 to recognize additional revenue in the amount of \$10,000 to purchase Long Acting Reversible Contraception's (LARC's).

The Board is requested to approve Budget Ordinance Amendment B170116 to recognize Medicaid fees earned in the amount of \$10,000. This money will be used to purchase Long Acting Reversible Contraception's (LARC's).

Please note this amendment requires no additional county funds.

- 3) Public Health - Budget Ordinance Amendment B170117 to recognize additional revenue in the amount of \$15,000 to purchase vaccines.

The Board is requested to approve Budget Ordinance Amendment B170117 to recognize Medicaid fees earned in the amount of \$15,000. This money will be used to replenish vaccines for Health Express Care.

Please note this amendment requires no additional county funds.

- 4) Social Services - Budget Ordinance Amendment B170135 to recognize additional revenue and matching expense in the amount of \$464,275.

The Board is requested to approve Budget Ordinance Amendment B170135 to recognize additional revenue received from the Division of Child Care Development and Early Education. These funds will be used for subsidized child care services.

Please note this amendment requires no additional county funds.

- 5) Social Services - Budget Ordinance Amendment B170145 to recognize grant funds in the amount of \$57,500.

The Board is requested to approve Budget Ordinance Amendment B170145 in the amount of \$57,500 from the NC Department of Public Safety-Emergency Management. Funds in the amount of \$50,000 will be used to aid individuals displaced from their homes during Hurricane Matthew. The remaining funds in the amount of \$7,500 will be used towards the administrative cost of the program.

Please note this amendment requires no additional county funds.

- 6) Social Services - Budget Ordinance Amendment B170153 to increase funds available for foster care payments in the total amount of \$577,005.

The Board is requested is to approve budget ordinance amendment B170153 in the total amount of \$577,005. This represents additional revenue of \$899,840 and increased expenses of \$1,476,845 for foster care payments. The total \$577,005 includes \$143,559 from identified funds within the organization and \$433,446 from contingency that was specifically allocated for foster care in the FY17 budget. The additional funds are due to the increased number of children in foster care.

Please note this amendment requires the use of county funds of \$433,446 from contingency specifically allocated for foster care in the FY17 budget.

School Fund 106

- 7) School Capital Outlay Category I - Budget Ordinance Amendment B170984 in the amount of \$3,629,165 for capital outlay category I.

The Board is requested to approve Budget Ordinance Amendment B170984 in the amount of \$3,629,165. This revision is to appropriate fund balance (sales tax) for capital outlay category I (buildings) expenditures as approved by the Cumberland County Board of Education on April 11, 2017.

Please note this amendment requires no additional county funds.

- 8) School Capital Outlay Category II - Budget Ordinance Amendment B170987 in the amount of \$137,273 for capital outlay category II.

The Board is requested to approve Budget Ordinance Amendment B170987 in the amount of \$137,273. This revision is to appropriate fund balance (sales tax) for capital outlay category II (equipment) expenditures as approved by the Cumberland County Board of Education on April 11, 2017.

Please note this amendment requires no additional county funds.

- 9) School Capital Outlay Category III - Budget Ordinance Amendment B170989 in the amount of \$123,354 for capital outlay category III.

The Board is requested to approve Budget Ordinance Amendment B170989 in the amount of \$123,354. This revision is to appropriate fund

balance (sales tax) for capital outlay category III (vehicles) expenditures as approved by the Cumberland County Board of Education on April 11, 2017.

Please note this amendment requires no additional county funds.

Juvenile Crime Prevention Council (JCPC) Fund 245

- 10) Find-A-Friend- Budget Ordinance Amendment B170136 to recognize State funds in the amount of \$3,399 for Find-A-Friend.

The Board is requested to approve Budget Ordinance Amendment B170136 in the amount of \$3,399. The JCPC Find A Friend program applied for and was awarded discretionary funds from the State. These funds will be used to purchase a computer server.

Please note this amendment requires no additional county funds.

Enterprise Capital Project Fund 425

- 11) Crown Improvements Project Funds- Budget Ordinance Amendment B170251 to transfer \$88,212 to the Crown Center Fund.

The Board is requested to approve Budget Ordinance Amendment B170251 in the amount of \$88,212. In 2010, debt was issued for the Crown Theatre and Arena renovation project. This project was completed and funds were remaining from the loan proceeds. Those funds must be used for capital improvements or capital purchases at the Crown. The repair of the service elevator meets the requirement for the use of the remaining funds. The transfer of funds from the Crown Improvements Project Fund to the Crown Center Fund will allow for the elevator repair.

Please note this amendment requires no additional county funds.

Contingency Funds Report

The County Manager approved the use of contingency funds for the Landscaping Department in the amount of \$2,800. A portion of a large tree fell at 109 Bradford Avenue. These funds were utilized to remove the debris.

MOTION: Commissioner Lancaster moved to approve consent agenda items 2.A. – 2.R.11) to include the contingency funds report.

SECOND: Commissioner Council

VOTE: UNANIMOUS (7-0)

3. Public Hearings

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

Uncontested Rezoning Cases

- A) Case P17-16: Rezoning of 3.90+/- acres from A1 Agricultural to R30 Residential, or to a more restrictive zoning district, located at 7045 Maxwell Road, submitted by Joseph & Violet Dowd (Owners) and Michael J. Adams (Agent).

Planning Board Meeting Date: April 18, 2017

Planning Board Action: Approve the staff recommendation.

Staff Recommendation: 1st motion for Case P17-16: 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.

2nd motion for Case P17-16: Move to approve the rezoning for R30 Residential.

Tom Lloyd, Planning and Inspections Director, provided a synopsis of the petitioner's request and stated there were no speakers signed up in opposition to Case P17-16 and the Planning Board unanimously recommended approval of Case P17-16.

Chairman Adams opened the public hearing for Case P17-16.

The clerk to the board advised there were no speakers for Case P17-16.

Chairman Adams closed the public hearing for Case P17-16.

MOTION: Commissioner Council moved in Case P17-16 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.

SECOND: Commissioner Faircloth

VOTE: UNANIMOUS (7-0)

MOTION: Commissioner Lancaster moved in Case P17-16 Move to approve the rezoning for R30 Residential.

SECOND: Commissioner Boose

VOTE: UNANIMOUS (7-0)

Contested Rezoning Cases

- B) Case P17-13: Rezoning of 3.08+/- acres from RR Rural Residential to C1(P) Planned Local Business/CZ Conditional Zoning for Convenience Retail with Gasoline Sales & Restaurant, or to a more restrictive zoning district; located at 6020 US HWY 301 S, submitted by A. Maurice Elliot & Helen Elliot Smith on behalf of Madie Elliot Heirs, Daniel & Debora McPhaul (Owners), David L. Pait (Applicant) and William R. Davis, Attorney (Agent).

Planning Board Meeting Date: April 18, 2017

Planning Board Action: Approve the staff recommendation.

Staff Recommendation: 1st motion for Case P17-13: Move to find the request for rezoning inconsistent with the 2030 Growth Vision Plan, and any other applicable land use plan, not reasonable or in the public interest for the reasons stated in the recommendations of the Planning Staff and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

2nd motion for Case P17-13: Move to deny the request for C1(P) Planned Local Business/CZ Conditional Zoning for convenience retail with gasoline sales & restaurant for the reasons stated in the recommendations of the Planning Staff and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Mr. Lloyd showed vicinity maps and aerial views of the subject property, and provided overviews of the current land uses, current zonings, and surrounding land uses and zonings. Mr. Lloyd stated the rezoning request is for convenience retail with gasoline sales and restaurant on a little more than three acres located on Hwy. 301. Mr. Lloyd stated the proposed commercial use will be served by well and septic with a privacy fence and truck pull-in area. Mr. Lloyd stated the Planning Board unanimously recommended denial of the application due to well and septic, inconsistency with the 2030 Growth Vision Plan and congestion that would be created by the truck pull-in. Mr. Lloyd stated staff recommended denial for a number of reasons, one being that there are several vacant commercially zoned properties in the area that could potentially be suitable for the applicant's requested land use.

Commissioner Boose asked whether the schematics/plans for the driveway access had been approved by the Department of Transportation (DOT). Mr. Lloyd stated DOT approval would be a condition were the rezoning to be approved.

Commissioner Keefe inquired regarding the traffic count and whether eighteen-wheeler traffic would come in on two lanes to include turns and exits. Mr. Lloyd responded in the affirmative and stated the average daily traffic count was 10,000 on Hwy. 301 South, there was a truck stop one-half mile away and there was a Pit Stop to the south.

Chairman Adams opened the public hearing for Case P17-13.

The clerk to the board called the following speakers for Case P17-13:

William R. Davis – Mr. Davis appeared in favor as the attorney for the applicant and stated the applicant is in the process of purchasing the two lots for a convenience store with a restaurant and pumping facility for tractor trailers. Mr. Davis stated he will spent \$1.2 million to build the facility, it will not be an eye sore or have facilities that would make it a truck stop. Mr. Davis stated it will be open 24/7, will employ up to ten people and will be well-lighted with no possibility of crime. Mr. Davis this will increase the tax base for the County, and there is nothing between St. Pauls and Dunn at the present time that meets the needs of truckers as it relates to being able to turn around without having to back out onto the roadway. Mr. Davis stated the applicant also intends to widen the road in front of the facility for a turn lane for easy access in and out of the facility.

David Pait – Mr. Pait appeared in favor as the applicant and stated there is no other property available in the Hwy. 301 area for his facility because Pit Stop owns all of it. Mr. Pait stated he spoke with DOT who indicated there would be no upgrades to the road until I-295 is installed on the other side, and he will have to put in a turn lane if the rezoning is approved. Mr. Pait stated he talked with the County Planning Department about eliminating the restaurant, putting in a grill and switching to A1, but that did not work out.

Roy Morrison – Mr. Morrison appeared in opposition and stated he represents the Roslyn community that is opposed to the rezoning. Mr. Morrison stated the majority of the community are retirees and senior citizens, and it is a quiet community in a rural area with low crime. Mr. Morrison stated Hwy. 301 is two lanes, the traffic is already congested and the rezoning will create hazardous conditions for local residents. Mr. Morrison stated there are already gas stations and a restaurant in the area so there is no need for another one in this community.

Joseph Williams – Mr. Williams appeared in opposition and stated he is speaking for the congregation of Mars Hill Presbyterian Church and property owners. Mr. Williams stated he owns the property behind the subject property and the rezoning for a restaurant and truck stop that close to the church would cause too much noise, pollution and increase the

number of large trucks in the community. Mr. Williams expressed concern for the community's well water should the fuel tanks leak.

DeAnna Braggs – Ms. Braggs appeared in opposition and stated she resides on land that has been passed down in her family. Ms. Braggs stated the community is quiet and safe, people have known each other for decades and there are two churches in the area. Ms. Braggs stated traffic and congestion have increased over the years through development and the rezoning will increase traffic making it impossible for residents to get in and out of their driveways. Ms. Braggs also expressed concern for increased crime and pollution created by a truck stop in the neighborhood.

Abdu Saidi – Mr. Saidi appeared in opposition and stated his family owns several properties on Hwy. 301 South with one being directly across from the subject property. Mr. Saidi stated one of the properties his family owns is zoned for a daycare that would serve the community and his family does not want any more businesses in the area because of the church close to the subject property. Mr. Saidi presented a petition signed by members of the community opposed to the rezoning request.

Rudolph W. Jenkins – Mr. Jenkins appeared in opposition and expressed concern for drinkable water and air pollution if the rezoning request is approved.

Chairman Adams closed the public hearing for Case P17-13.

MOTION: Commissioner Council moved in Case P17-13 to find the request for rezoning inconsistent with the 2030 Growth Vision Plan, and any other applicable land use plan, not reasonable or in the public interest for the reasons stated in the recommendations of the Planning Staff and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

SECOND: Commissioner Evans

VOTE: UNANIMOUS (7-0)

MOTION: Commissioner Evans moved in Case P17-13 to deny the request for C1(P) Planned Local Business/CZ Conditional Zoning for convenience retail with gasoline sales & restaurant for the reasons stated in the recommendations of the Planning Staff and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

SECOND: Commissioner Council

VOTE: UNANIMOUS (7-0)

C) Case P17-15: Rezoning of 6.12+/- acres from A1 Agricultural to R40 & R40A Residential, located at 2157 School Road, submitted by Danora J. Powell (Owner) and Michael J. Adams (Agent).

Planning Board Meeting Date: April 18, 2017

Planning Board Action: Approve the staff recommendation.

Staff Recommendation: 1st motion for Case P17-15: 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 and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

2nd motion for Case P17-15: Move to approve the request for R40 and R40A Residential Zoning for the reasons stated in the recommendations of the Planning Staff and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Ms. Cannon referenced a letter from J. Thomas Neville, attorney for the owner and developer of the land at 2157 School Road, requesting deferral of Case P17-15 to the June 19, 2017 Board of Commissioners' meeting. Ms. Cannon stated there were no speakers for this case. Commissioner Keefe stated the public hearing was advertised for this meeting and no speakers showed up, and asked how this would be handled if the case is deferred. Rick Moorefield, County Attorney, stated by announcing the deferral at this meeting, the public hearing will not have to be readvertised and speakers can be heard on June 19.

MOTION: Commissioner Faircloth moved to defer Case P17-15 to June 19, 2017.
SECOND: Commissioner Council
VOTE: PASSED (6-1) (Commissioners Faircloth, Keefe, Evans, Adams, Council and Lancaster voted in favor; Commissioner Boose voted in opposition)

Minimum Housing Code Enforcement

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

D) Case Number: MH 1659-2017
Property Owner: Dwight D. Sullivan
Property Location: 7336 Hypony Trail, Parkton, NC
Parcel Identification Number: 9493-44-4672

**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 MH 1659-2017.

Property Owner: Dwight D. Sullivan
Home Owner: Dwight D. Sullivan
Property Address: 7336 Hypony Trail, Parkton, NC
Tax Parcel Identification Number: 9493-44-4672

SYNOPSIS: This property was inspected on 1/24/2017. The property owners and parties of interest were legally served with the Notice of Violations and were afforded a Hearing on 2/22/2017. Dwight D. Sullivan 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 no later than 3/23/2017. 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 5/3/2017, no corrective action has been made to the structure. The structure is presently vacant and unsecured. In its present state, this structure constitutes a fire, health, and safety hazard. The estimated cost to repair this structure to a minimum standard for human habitation is \$82,200.00. The Assessor for Cumberland County has these structures presently valued at \$2500.00 each for salvageable materials.

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

Mr. Walters stated this property has been an ongoing for approximately five years and the property owner was allowed to secure the home with the understanding he would keep it secure and start repairs when he could do them. Mr. Walters stated the owner failed to do that and several complaints were received from the Sheriff's Office so the case was reopened. Mr. Walters stated the property is unsecure and has been used for illegal activity. Mr. Walters stated the property owner came to his office after receiving the notice and asked for an extended period of time, which he granted, so he could determine whether he could do something with the property. Mr. Walters stated the owner returned at the end of that time period, expressed to him that he basically did not have the funds to fix the home and he was tired of messing with, and wanted to let the process take its course. Mr. Walters stated he is seeking an order for demolition. Commissioner Keefe asked whether the property owner was present. Mr. Walters stated he did not believe so.

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

Chairman Adams opened the public hearing.

The clerk to the board advised there were no speakers.

Chairman Adams closed the public hearing.

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

SECOND: Commissioner Faircloth

VOTE: UNANIMOUS (7-0)

Items of Business

4. REMOVED FROM AGENDA

5. Nominations to Boards and Committees

A. ABC Board (2 Vacancies)

Commissioner Boose nominated Lee Boughman and Kenneth Edge.

Commissioner Council nominated Tammy Sinclair.

6. Appointments to Boards and Committees

A. Fayetteville Area Convention & Visitors Bureau Board of Directors (1 Vacancy)

Nominee: Hotel/Motel Over 100 Rooms Representative: Adam Collier

B. Jury Commission (1 Vacancy)

Nominee: Steve Harper (Reappointment)

C. Tourism Development Authority (1 Vacancy)

Nominee:

Hotel/Motel Over 100 Rooms Representative: Manish Mehta (Reappointment)

There being an equal number of vacancies and nominees,

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

Chairman Adams called on the Fayetteville-Cumberland Youth Council (FCYC) members to share what they learned from the meeting. Ms. Nabors stated the FCYC helped her develop her leadership skills and she liked how citizens were actively involved during the meeting. Mr. Ferrand stated the meeting opened his eyes as to how involved citizens are in their community.

7. Closed Session: A. Economic Development Matter
Pursuant to NCGS 143-318.11(a)(4)

MOTION: Commissioner Boose moved to go into closed session for Economic Development Matter(s) pursuant to NCGS 143-318.11(a)(4).
SECOND: Commissioner Council
VOTE: UNANIMOUS (7-0)

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

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

There being no further business, the meeting adjourned at 8:10 p.m.

Approved with/without revision:

Respectfully submitted,

Candice H. White
Clerk to the Board