

MINUTES OF THE TOWN OF STEDMAN BOARD OF COMMISSIONERS  
JANUARY 3, 2019-----7PM  
REGULAR MEETING

MEMBERS PRESENT

Mayor Martin L. Jones, Commissioner Jeremy George, Commissioner Peggy Raymes, Commissioner Jordan Stewart and Commissioner Paul Pirro

STAFF PRESENT

Town Clerk Christy Horne, Administrative Assistant Rebecca Johnson and Police Chief Mike King

INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Martin Jones led the Invocation and the Pledge of Allegiance.

ADOPTION OF AGENDA

Commissioner Jeremy George added item d) Consider Fire Hydrant Repair to the agenda under New Business. Commissioner Raymes made a motion to accept the agenda with the addition which was seconded by Commissioner Pirro and carried unanimously by the Board.

CONSENT AGENDA

Commissioner Pirro made a motion to accept the minutes from the December 6, 2018 Regular meeting. The motion was seconded by Commissioner Raymes and carried unanimously by the Board.

PRESENTATIONS – Delores Taylor from Cumberland County Community Development presented an update to the Town. They are required to submit an annual action plan by HUD and would like feedback from the Mayor, Town Board and the community. They are continuing to work on 3 major areas of improvement that were determined during the 2015-2020 planning sessions which include affordable housing, homelessness and non-housing needs. Ms. Taylor briefly discussed requirements to apply for Community Development Block Grants that are available to help low income residents with housing needs. She stated that so far around \$571,000 had been invested in and around the Stedman area to help low/moderate income families with housing needs. They are still taking applications to help residents with Hurricane Matthew home repairs and reimbursements. She will be leaving brochures and business cards for the Community.

PUBLIC FORUM – None

OLD BUSINESS - None

NEW BUSINESS

- a. Consider Revision of Cumberland County Interlocal Agreement Establishing a Joint Planning Board – The revision is a change in how the Acting Director is appointed. The current agreement originally adopted in 1973, calls for the Planning Board to appoint an “acting director” from among the Planning staff. The amended agreement proposes to make the hiring and managerial supervision of the Planning Director subject to the control of the County Manager by making the Planning Director a regular County department head. Commissioner George made a motion to approve the revised Joint Planning Interlocal Agreement with Cumberland County. Commissioner Pirro seconded this motion and the Agreement was approved unanimously by the Board. The Mayor reported that

Commissioner Stewart has agreed to represent Stedman on the Joint Planning Board for a 4-year term.

- b. Consider Proposed Sales Tax Distribution Interlocal Agreement – The Mayor and Board discussed the proposed sales tax distribution proposal. The County and surrounding municipalities entered into an interlocal agreement in 2003 to elect the per capita method of sales tax distribution. Fayetteville was proposing a change in the method of sales tax distributions to the ad valorem method which would result in a loss of around \$100,000 to the Town of Stedman. The County has proposed an agreement which is a considerable compromise to the current agreement and the proposed agreement by the city of Fayetteville. Commissioner Stewart made a motion to accept the proposed County sales tax agreement which was seconded by Commissioner George and passed unanimously by the Board.
- c. Consider FY2019-2020 Parks and Recreation New Budget Items for Submission to Cumberland County – The Town received a memo and form for new budget items for the upcoming fiscal year to be submitted to the County by 1/23/19. The Mayor advised the Board there will be a Stedman Athletic Association meeting on 1/14/19 where they will determine plans for the new concession stand that was listed as a priority item on last years Parks and Rec budget. **\*Note- The Town Clerk advised the County by email that the Town of Stedman has no new projects to list for the coming budget year, but does want the new concession stand listed as a new project last year to remain a top priority for the Town.**
- d. Consider Fire Hydrant Repair – The Town needs to approve the repair/replacement of a fire hydrant located at the Fire Department which was previously hit by a fire truck at the Fire Department. The replacement cost may be as high as \$7,724.38 according to Kevin Hawley at PWC. The invoice will come directly to the Town of Stedman on our O & M bill even though the payment responsibility will be the Stedman Fire Department. Commissioner George recused himself from voting on this matter since he is employed by PWC. Commissioner Stewart made a motion to approve the fire hydrant repair/replacement which was seconded by Commissioner Raymes and approved unanimously by the Board.

#### STAFF REPORTS/BOARD OF COMMISSIONERS

- a. Town Clerks Report – The Town Clerk reported that Sandy Ridge Electric is now under new ownership and will not take down the Town Angels or put them up any longer. Doug Nunnery and the Administrative Assistant have checked numerous sources and A & L Cable is the most reasonable and the cost should be no more than \$300. They will be coming on Monday around 9:00am to help take down the Angels. She reminded the Mayor and Board that the Town water/sewer rates for purchased water through PWC officially increased as of January 1, 2019. There have been no further invoices from Pratt recycling at this time. There has been no information from the County concerning the status of code enforcement in the Town. The Clerk will send the Mayor and Board a list of possible code enforcement violations.
- b. Chief of Police Report – Chief King reported 186 calls for the month of December. Of these calls, 65% were security checks and the remainder were traffic stops, 911 hang ups, dogs and loud music.

- c. Stedman Fire Department – Commissioner Pirro reported for the Fire Department as Chief Nobles could not attend. They are currently preparing for their DOI rating which is scheduled for April 15<sup>th</sup>. The Mayor stated that we should know the status of their plan to purchase the Waste Industries building around February 1<sup>st</sup>.
  
- d. Planners Report – None
  
- e. Mayor and Board of Commissioners – Commissioner Raymes asked about the status of the paving projects. We will need to do a formal bid process for these projects due to the estimates being over the \$30,000 threshold. There was discussion about the status of street acceptance in the Windwood, Long Branch and Allendale subdivisions. The Mayor will call Landon Weaver for an update on the Windwood sections. The Mayor let the Board know that the 2018 Fiscal Year audit has been submitted and David Maxwell will deliver the results during the February BOC meeting.

ADJOURNMENT

A motion was made by Commissioner George and seconded by Commissioner Pirro to adjourn the January 3, 2019 meeting at 7:46pm.

JOINT PLANNING INTERLOCAL AGREEMENT

STATE OF NORTH CAROLINA

NOVEMBER 19, 2018

COUNTY OF CUMBERLAND

THIS JOINT UNDERTAKING AND INTERLOCAL AGREEMENT, made and entered into by the County of Cumberland, and the municipalities of Eastover, Falcon, Godwin, Hope Mills, Linden, Spring Lake, Stedman and Wade.

WITNESSETH:

In order to provide the benefits of a continuous comprehensive planning program for Cumberland County and municipalities in the County, the parties desire to provide for a Joint Planning Board pursuant to the authority of Article 20, Part 1 of Chapter 160A of the North Carolina General Statutes.

The parties recognize that there has heretofore been created and established a Joint Planning Board under a contract dated January 13, 1968 and thereafter pursuant to an Agreement approved by the Board of Commissioners of Cumberland County on May 8, 1973 and by the municipalities within Cumberland County on varying dates in 1973. The participating jurisdictions now enter into this Joint Interlocal Agreement for the purpose of continuing in effect, as to such participating jurisdictions, the Joint Planning Board thus established.

NOW THEREFORE, by the execution of this agreement the parties hereto contract and agree as follows:

3. The by-laws of the Joint Planning Board, and any amendment thereof, shall be approved by the Joint Planning Board and by the governing boards of the jurisdictions representing a majority in voting interest of the Joint Planning Board.
4. The Joint Planning Board shall be the designated planning agency for the participating jurisdictions. It shall be responsible for developing a continuing comprehensive planning program for the entire county and each participating municipality in the county by working from the existing plans of each city and town in the county to improve and develop the same and incorporate such planning into a comprehensive plan extending throughout the county. In developing the continuing comprehensive planning program, the Joint Planning Board shall give due regard to the study priorities and requests for special study effort provided by participating jurisdictions. Any participating jurisdiction may delegate all or part of its subdivision control and zoning programs to the Joint Planning Board. All recommendations as to zoning and subdivision control, as delegated by each participating municipality, shall be made to the governing boards of the jurisdiction in which the property to be affected is situated, and to the County Board of Commissioners as to areas outside of incorporated municipal limits.
5. The Joint Planning Board will make, or cause to be made under its supervision, the basic studies necessary to maintain a continuing long-range comprehensive program. It shall be the duty of the Joint Planning Board to report to each participating governmental unit in the county through its administrator, or to the governing board when requested to do so, furnishing information and recommendations regarding the needs, conditions, resources, and plans to meet the needs for the development and orderly growth of the county and participating jurisdictions. The Joint Planning Board shall have, and the governing boards of the participating jurisdictions hereby delegate to the Joint Planning Board, all or part of the powers, authority and functions provided in the General Statutes of North Carolina for and to municipal and county planning boards.

other revenues accruing to the Joint Planning Board on a population basis using the same formula as used in the distribution of the local sales tax revenue, adjusted as for the cost of any extraordinary study or program requested by any individual participating jurisdiction to be conducted by the Planning Department. Participating jurisdictions shall make their contributions to the Joint Planning Board budget on a fiscal quarter basis.

10. This agreement shall be effective upon approval and execution on behalf of the Board of Commissioners of Cumberland County and any one participating municipality in Cumberland County, and shall thereafter be effective as to any subsequent participating municipality upon approval and execution on behalf of any such subsequent participating municipality.

IN WITNESS WHEREOF, the participating jurisdictions have caused this agreement to be duly executed in each of their official names, by their respective duly authorized officials, this the 19<sup>th</sup> day of November 2018.

CUMBERLAND COUNTY

By: \_\_\_\_\_  
Chairman, Board of County Commissioners

ATTEST:

\_\_\_\_\_  
Clerk to the Board

JOINT PLANNING BOARD INTERLOCAL AGREEMENT

Date Approved: January 3, 2019

By:

Christy Howe  
Stedman Town Clerk

Mark J. [Signature]  
Mayor, Town of Stedman

**STATE OF NORTH CAROLINA**  
**COUNTY OF CUMBERLAND**

**INTERLOCAL AGREEMENT**

**THIS INTERLOCAL AGREEMENT** is entered into in the year 2018 as indicated by the date executed by each party, by and among the City of Fayetteville, the Town of Hope Mills, the Town of Spring Lake, the Town of Stedman, the Town of Wade, the Town of Falcon, the Town of Godwin, the Town of Linden, the Town of Eastover, (hereinafter referred to as a "Municipality: or collectively as a the "Municipalities"), and the County of Cumberland (hereinafter referred to as the "County"), with the Municipalities and the County collectively referred to as the "Parties."

**RECITALS:**

**Whereas**, the County and the Municipalities entered into an interlocal agreement in 2003 for the County to continue to elect the per capita method of sales tax distribution conditioned upon certain reimbursements by the Municipalities to mitigate the re-allocation of sales tax revenue as a result of municipal annexations (the "Sales Tax Distribution Interlocal Agreement"); and

**Whereas**, the County and the Municipalities have maintained the Sales Tax Distribution Interlocal Agreement through certain amendments and extensions adopted in 2006, 2009, 2013 and 2016 to a term ending June 30, 2019, and these amendments and extensions, together with the 2003 Agreement, now constitute the current Sales Tax Distribution Interlocal Agreement; and

**Whereas**, the County and the Municipalities have entered into additional interlocal agreements by which the County provides certain services and/or funding to the Municipalities and some of the Municipalities provide certain services to the County; and

**Whereas**, the City of Fayetteville and the County have also merged their respective Parks and Recreation Departments into a unified recreation department operated by the City; and



Whereas, the revenue needed by the County to maintain the services and/or funding through those additional interlocal agreements and to maintain the per capita method of sales tax distribution is dependent upon the reimbursement of the sales tax revenue lost to the County under the per capita distribution method due to municipal annexations; and

Whereas, certain of those other interlocal agreements between the County and the Municipalities would be directly impacted by changing the sales tax distribution method to the ad valorem method because every tax district would share in the ad valorem method of distribution, including those tax districts that do not share under the per capita method of distribution; and

Whereas, some of the other interlocal agreements referenced herein include:

(a) the consolidation of the recreation departments of Fayetteville and the County in 2004 and the creation of a Recreation District in which all the recreation services for the County and the Towns of Falcon, Godwin, Wade, Linden, Eastover and Stedman are administered by the Fayetteville/Cumberland Regional Parks and Recreation Department as a department of the City of Fayetteville;

(b) the County's participation in funding the debt service incurred by Fayetteville for the construction of a parking deck in downtown Fayetteville;

(c) the County's participation in funding the debt service incurred by the City of Fayetteville for the construction of a minor league baseball stadium in downtown Fayetteville;

(d) the consolidation of the emergency dispatch services of the Town of Spring Lake and the County with all emergency dispatch services for the Town of Spring Lake provided by the County;

(e) The Town of Spring Lake's provision of fire and first responder services for the Manchester Fire District within the County;

(f) the County's provision of building inspection services for the Town of Spring Lake when the Town's inspectors are not available;

(g) the consolidation of the emergency dispatch services of the Town of Hope Mills and the County with all emergency dispatch services for the Town of Hope Mills provided by the County;

(h) the County's provision of certain inspection and code enforcement for the Towns of Eastover and Stedman;

(i) the County's provision of animal control services for all the Municipalities except the Town of Hope Mills; and

(j) the County's provision of joint planning and development services for all the Municipalities except the City of Fayetteville; and

(k) the County's collection of property taxes for all the Municipalities; and

**Whereas**, the County and each of the Municipalities acknowledges that the geographic proximity of the City of Fayetteville and the Towns of Spring Lake, Eastover, Stedman, and Hope Mills; and the geographic proximity of the Towns of Falcon, Godwin, Wade and Linden; allow greater efficiency in the provision of public services by the County or the City of Fayetteville for the smaller Municipalities and the benefits of this efficiency accrue to the residents of all of these communities and to the County residents living in the unincorporated communities; and

**Whereas**, the County acknowledges that the Franklin Street Parking Deck financed and constructed by the City of Fayetteville enhances downtown parking for the State and County employees and customers of the State and County agencies occupying the County's courthouses, Law Enforcement Center, and Detention Center in the downtown; and

**Whereas**, the County and the Municipalities acknowledge that the minor league baseball stadium financed and being constructed downtown by the City of Fayetteville will enhance recreation opportunities and business growth for all citizens of the County; and

**Whereas**, the Municipalities acknowledge that if the Board of County Commissioners elected to change the sales tax distribution to the ad valorem method, it would result in a substantial increase in sales tax distribution to the County with a proportionate decrease in the sales tax distribution to the Municipalities; and

**Whereas**, the Parties acknowledge that the reimbursement of a portion of the sales tax revenue lost to the County by municipal annexations under the per capita sales tax distribution method enhances the County's ability to provide the services and funding to the Municipalities described above.

Now therefore, in partial consideration of the services provided by the County to the Municipalities and for any services provided by any of the Municipalities to the County or any other Municipality as described above, to clarify the relationships between the Sales Tax Distribution Interlocal Agreement and the various other interlocal agreements between or among the County and any of the Municipalities as described above, and to further extend the Sales Tax Distribution Interlocal Agreement, the Parties enter into this Sales Tax Distribution Interlocal Agreement as follows:

1. *Consideration.* The Parties agree that the transfers of sales tax funds from any of the Municipalities to the County or to any other Municipality pursuant to this Sales Tax Distribution Interlocal Agreement constitute partial consideration for the County to continue to maintain the services and/or funding through the other interlocal agreements described herein in

accordance with the terms of any applicable interlocal agreement with any of the Municipalities, while continuing to elect the distribution of sales tax revenue by the per capita method.

2. *Effect on the Provision of Services and Other Funding.* The County agrees that the receipt of this partial consideration pursuant to the Sales Tax Distribution Interlocal Agreement with the additional consideration established by the other interlocal agreements is sufficient for the County to continue to maintain the services and/or funding provided by the other interlocal agreements referenced herein at the current levels at which such services and/or funding is provided by the County in accordance with the terms of the applicable interlocal agreements; provided that, this agreement shall not be construed as binding the County or any of the Municipalities to continue any interlocal agreement for the provision of services or funding except in accordance with the terms of such other interlocal agreements to include the rights to terminate or amend such agreements.

3. *Certain Provisions of the Current Sales Tax Distribution Agreement to Be Incorporated by Reference.* All the terms and provisions of the existing Sales Tax Distribution Interlocal Agreement to include the extensions and amendments approved in 2006, 2009, 2013 and 2016 and with an expiration date of June 30, 2019, that are not inconsistent with any of the terms of this Sales Tax Distribution Interlocal Agreement, are incorporated herein by reference to the end that the sales tax distribution as determined for FY2019 shall be used for this Sales Tax Distribution Interlocal Agreement for the determination of the distribution for FY2020.

4. *Term.* This Sales Tax Distribution Interlocal Agreement shall remain in effect for four (4) fiscal years, commencing July 1, 2019, and ending June 30, 2023, unless sooner terminated in accordance with the early termination provision stated herein.

5. *Base Year and Method of Apportionment of Growth or Decline in Sales Tax Revenues.* The sales tax distribution for FY2020 shall become the basis for the distributions in FY2021 through FY2023 as follows:

(a) For any year the sales tax revenue increases over the amount distributed for FY2020, forty percent (40%) of the increase shall be distributed to the County and sixty percent (60%) of the increase shall be distributed to the Municipalities with each Municipality's share of the increase being its percentage of the total distribution for FY2020.

(b) For any year the sales tax revenue is less than the amount distributed for FY2020, forty percent (40%) of the decline shall be apportioned to the County and sixty percent (60%) of the decline shall be apportioned to the Municipalities with each Municipality's share of the decline being its percentage of the total distribution for FY2020.

6. *Early Termination.* This agreement shall be a continuing agreement to remain in place for the stated term except upon the following conditions:

(a) If the General Assembly makes changes to the statutes governing the distribution of sales tax revenue during the term of this agreement, the County's Board of Commissioners may elect to terminate this agreement at any time after the law is passed, including any date prior to the effective date of the changes in the law; or

(b) If the governing board of any of the Municipalities should take action to withdraw from the agreement, the County's Board of Commissioners may elect to terminate this agreement at any time after that action is taken.

7. This Sales Tax Distribution Interlocal Agreement shall be a continuing interlocal agreement which shall be approved by the governing body of each Party and entered into the minutes of the meeting at which it is approved.

**IN WITNESS WHEREOF** the parties, intending to be bound and by authority duly given, have caused this agreement to be signed by their appropriate officials, the day and year designated by each.

**COUNTY OF CUMBERLAND**

ATTEST:

\_\_\_\_\_  
Candice H. White, Clerk to the Board

BY: \_\_\_\_\_  
Jeannette M. Council, Chair  
Board of Commissioners

Date Signed: \_\_\_\_\_

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
County Finance Director

Approved for Legal Sufficiency:

\_\_\_\_\_  
County Attorney

[Signature pages for Municipalities Follow]

**CITY OF FAYETTEVILLE**

ATTEST:

\_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
Mayor

Date Signed: \_\_\_\_\_

This instrument has been pre-audited  
in the manner required by the Local  
Government Budget and Fiscal Control  
Act.

Approved for Legal Sufficiency:

\_\_\_\_\_  
Fayetteville Finance Director

\_\_\_\_\_  
Fayetteville City Attorney

**TOWN OF HOPE MILLS**

ATTEST:

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk

Date Signed: \_\_\_\_\_

This instrument has been pre-audited  
in the manner required by the Local  
Government Budget and Fiscal Control  
Act.

Approved for Legal Sufficiency:

\_\_\_\_\_  
Hope Mills Finance Director

\_\_\_\_\_  
Hope Mills Town Attorney

**TOWN OF SPRING LAKE**

ATTEST:

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk

Date Signed: \_\_\_\_\_



This instrument has been pre-audited  
in the manner required by the Local  
Government Budget and Fiscal Control  
Act.

\_\_\_\_\_  
Spring Lake Finance Director

Approved for Legal Sufficiency:

\_\_\_\_\_  
Spring Lake Town Attorney

**TOWN OF STEDMAN**

BY: *Monte Dyck*  
Mayor

Date Signed: *1-3-2019*

ATTEST:

*Christy Horne*  
Town Clerk

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Christy Horne  
Stedman Finance Director

Approved for Legal Sufficiency:

Timothy C. Jones  
Stedman Town Attorney

**TOWN OF EASTOVER**

ATTEST:

\_\_\_\_\_  
Town Clerk

BY: \_\_\_\_\_  
Mayor

Date Signed: \_\_\_\_\_

This instrument has been pre-audited  
in the manner required by the Local  
Government Budget and Fiscal Control  
Act.

Approved for Legal Sufficiency:

\_\_\_\_\_  
Eastover Finance Director

\_\_\_\_\_  
Eastover Town Attorney

**TOWN OF WADE**

ATTEST:

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk

Date Signed: \_\_\_\_\_

This instrument has been pre-audited  
in the manner required by the Local  
Government Budget and Fiscal Control  
Act.

Approved for Legal Sufficiency:

\_\_\_\_\_  
Wade Finance Director

\_\_\_\_\_  
Wade Town Attorney

**TOWN OF LINDEN**

ATTEST:

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk

Date Signed: \_\_\_\_\_

This instrument has been pre-audited  
in the manner required by the Local  
Government Budget and Fiscal Control  
Act.

Approved for Legal Sufficiency:

\_\_\_\_\_  
Linden Finance Director

\_\_\_\_\_  
Linden Town Attorney

**TOWN OF GODWIN**

ATTEST:

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk

Date Signed: \_\_\_\_\_

This instrument has been pre-audited  
in the manner required by the Local  
Government Budget and Fiscal Control  
Act.

Approved for Legal Sufficiency:

\_\_\_\_\_  
Godwin Finance Director

\_\_\_\_\_  
Godwin Town Attorney

**TOWN OF FALCON**

ATTEST:

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk

Date Signed: \_\_\_\_\_

This instrument has been pre-audited  
in the manner required by the Local  
Government Budget and Fiscal Control  
Act.

\_\_\_\_\_  
Falcon Finance Director

Approved for Legal Sufficiency:

\_\_\_\_\_  
Falcon Town Attorney