

MINUTES OF THE TOWN OF STEDMAN BOARD OF COMMISSIONERS
August 2, 2018-----7PM
REGULAR MEETING

MEMBERS PRESENT

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

STAFF PRESENT

Town Clerk Christy Horne and Administrative Assistant Rebecca Johnson

INVOCATION AND PLEDGE OF ALLEGIANCE

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

ADOPTION OF AGENDA

Commissioner Paul Pirro added item 7b) Consider paperwork of car donation to Stedman Fire Department, under old business to the agenda. Commissioner Jeremy George made a motion to accept the August 2, 2018 agenda. Commissioner Stewart seconded, and the motion was carried unanimously by the Board.

CONSENT AGENDA

Commissioner Jordan Stewart made the motion to adopt the June 7, June 18 and June 28 minutes and Commissioner Jeremy George seconded and was carried unanimously to adopt the regular meeting minutes from the June 7, 2018 meeting, recessed minutes from the June 18, 2018 meeting and the June 28, 2018 budget hearing minutes which included corrections to the June 7, 2018 minutes suggested by Commissioner Paul Pirro.

PRESENTATIONS – Grace Lawrence – Community Economic Development – Ms. Lawrence presented information concerning the NC Main Street & Rural Planning Center and programs and services they offer. The Rural Planning program offers services and assistance including 1 and 2-day workshops and assessments, 5-year strategic plan development, technical support and training and education opportunities. These services help communities prepare for and respond to potential economic growth in ways that improve quality of life and prosperity, build community capacity, and maintain the character of rural areas. Ms. Lawrence will send further information to the Mayor concerning the programs and opportunities available in the future.

PUBLIC FORUM –

- a) Daniel Bernfeld – Mr. Bernfeld spoke regarding his concerns for flooding in the area as hurricane season approaches. He lives in the Allendale subdivision and is worried about the Town's capacity to handle a flood situation as what happened with Hurricane Matthew. He says the sewers have not been cleaned out and there is a lot of growth and underbrush and he is concerned due to excessive rain that Stedman has seen in the month of July. He realizes the Town does not own the roads in his section of Allendale, but he spoke about the poor condition of the roads in his neighborhood. He is asking the Town to allocate funds and some of the Maintenance Supervisor's (Doug) time to help prepare and do general maintenance in the Allendale subdivision to hopefully prevent future flooding in his neighborhood.
- b) Bill Bullard – Mr. Bullard spoke regarding concerns he has about drainage issues along Carol and Front streets and Carol and Jefferson streets as well. He has complained to the State regarding

the drainage issues in the ditches at these intersections as Carol Street is a State road and has had little or no resolution. He is asking the Town to address these drainage issues with the DOT.

OLD BUSINESS

- a. Consider Interlocal Agreement with Cumberland County to Enforce Minimum Housing Standards – The agreement with Cumberland County to enforce minimum housing standards was sent to the Mayor and Board of Commissioners for approval. A motion was made by Commissioner George to accept the agreement as written. The motion was seconded by Commissioner Pirro and carried unanimously by the Board. The Mayor signed the agreement and the paperwork will be mailed the following day (8/3/18) as the Town's legal representative was unable to attend the meeting.
- b. Consider Paperwork of Car Donation to Stedman Fire Department – Commissioner Pirro asked for confirmation that the donation letter for the old police car no longer in use by the Town had been signed and sent to the Fire Department for their records. The Town Clerk confirmed this was handled in June.

NEW BUSINESS

- a. Consider Pratt Recycling – The Mayor asked the Town Clerk to advise of the current situation with Pratt Recycling. Pratt charged the Town \$145 for their May 29, 2018 recycling drop off with the invoice labeled as glass inclusion. The Town has always included glass in their mingled recycle pick-ups. Town staff immediately took steps to avoid this as we were a week into the next pick up at this time. We advised the community via the website, door hangers to customers, by phone and in person. We also called Pratt to inquire regarding this policy change and found they knew as of February that the company was no longer accepting glass with recycling and that they were going to charge for glass inclusion. The Town Clerk sent a letter to the company at both the Fayetteville location and the home office in Georgia to complain about the policy change without notification. The Town was never notified about the change by letter, email, phone, in person when the recycled materials were dropped off or by any other means. We received a phone call on June 12 from Pratt in Fayetteville stating that they would waive the first invoice due to the lack of notification, but not any subsequent invoices for glass inclusion. We received another invoice the same or next day for \$146.34, but this invoice was labelled as gate entry fee. The Town Clerk feels we may start to receive these invoices for every recycle drop off the Town does and we cannot afford these charges. The Town of Stedman does not and has never received any payments for recycle materials that have been dropped off at Pratt. We do not charge for trash or recycle pick-ups and we cannot afford to be charged twice a month for recycling. The Town Clerk wants the Mayor, Board of Commissioners and the community to know this could be a problem and that if it continues we will have to find alternate solutions. This may involve going to an all trash pick-up twice a week. The Mayor will look into other solutions and we will be monitoring additional invoices that we receive from Pratt. The Town Clerk advised there is no need to make a decision at this time, but she did want to make everyone aware of the situation.

- b. Consider Update/Revision to 1997 Contract with Stedman Fire Department – The contract between the Town of Stedman and the Stedman Volunteer Fire Department is due to be renewed. The contract will be extended for a period of one year from today's date. Commissioner Pirro made a motion to accept the one-year renewal of the contract between the Town and the Stedman Fire Department as written. Commissioner George seconded the motion and the motion was carried unanimously. The Mayor signed the contract and the Town Clerk will contact the Stedman Fire Department to obtain other necessary signatures and seals.

STAFF REPORTS/BOARD OF COMMISSIONERS

- a. Town Clerks Report – The Town Clerk reminded the Mayor and the Board that she will be in a School of Government class from August 28 – 31. She also reminded the Mayor that he is scheduled to attend a Mayor's Coalition meeting that involves Ethics Training on August 9, but will also send him a reminder email. She advised the Mayor and Board that the information for the new Actuary requirement has been sent. This is a new mandate required by the State.
- b. Chief of Police Report – There was no chief of police report as we do not have a police chief at the moment, but the Mayor did advise those present that Mr. Grover (Mike) King has been hired and we are awaiting official certification from the NC Justice Department before he can be sworn in to the position. The Mayor also stated that police calls have increased during the time between police chiefs by a third which emphasizes the Town's need for this position to be filled as soon as possible. The Town hopes to have Mr. King officially in the position and visible to the community by the next meeting.
- c. Stedman Fire Department – None, but the Mayor did report that the Fire Department is in the process of building a new building and working on some property issues in pursuit of this endeavor.
- d. Planners Report – Aaron Barnes from Cumberland County Planning reported that the Department is finishing up the Land Use Plan for Eastover at the moment and Stedman will be next. They will need a place for their kick-off meeting that can accommodate around 100 people perhaps a church in the area. They will also during the kick-off meeting form a Citizens Committee of around 30 people and need space for these meetings. He is asking the Mayor/BOC/Town to be thinking of possible places for these meetings. The Town Clerk will serve as point person for this process and he will contact her with information and updates as they become available. Commissioner George asked for an overview/definition of the land use plan. This is a process that involves recommendations from the County for the Town of Stedman for now and into the future as far as rezoning, land and water potential, alternatives to land use and economic and social conditions that affect/impact long range plans. The plan would help the Town manage development in their jurisdiction and plan for the needs of the community which is why they would like to form a Citizens Committee as part of the process.
- e. Mayor and Board of Commissioners – Commissioner Pirro reported flooding issues in areas outside of Town limits due to the excessive rain during July, mostly in the Blawell subdivision. Residents sent him video showing the flooding and damage. Commissioner George reported that the repaving of Hillsboro Street by the DOT is mostly complete. He does not know if they will do any further work to the edges of the street where the dirt was peeled back to complete the paving, but will check with his sources.

f. Closed Session – Attorney/Client Privilege

A motion was made at 7:55PM by Commissioner George, seconded by Commissioner Stewart and carried by the Board to go into closed session to discuss Attorney/Client privilege. At 8:15PM, a motion was made by Commissioner George, seconded by Commissioner Stewart and carried unanimously by the Board to go out of closed session.

ADJOURNMENT

A motion was made by Commissioner George and seconded by Commissioner Pirro to adjourn the August 2, 2018 meeting at 8:17PM.

STATE OF NORTH CAROLINA

CONTRACT EXTENSION

COUNTY OF CUMBERLAND

THIS AGREEMENT is made and entered into this the 2 day of August, 2018 by and between the TOWN OF STEDMAN (hereinafter referred to as the "Town") and the STEDMAN VOLUNTEER FIRE DEPARTMENT, INC. (hereinafter referred to as the "SVFD").

WITNESSETH:

WHEREAS, the parties hereto have previously entered into that certain Contract dated May 1, 1997 pursuant to which the SVFD agreed to furnish and provide continuing fire protection to the Town (hereinafter referred to as the "Contract"); and

WHEREAS, the Contract provides for a term of twenty (20) years; and

WHEREAS, the parties hereto desire to renew and extend the term of said Contract for one (1) year.

NOW THEREFORE, for good and valuable consideration herein acknowledged as sufficient and received, the parties do hereby amend the Contract, the terms and conditions of which are incorporated herein, by extending the term of contract for a period of one (1) year from the date of execution hereunder.

IN WITNESS WHEREOF, the Town as caused this Contract Extension to be executed in its name by its Mayor, attested by the Town Clerk and the Town seal hereunto affixed, all by the authority of the Stedman Town Commissioners, duly granted at a regularly scheduled meeting of the Board on August 2, 2018, and the Stedman Volunteer Fire Department, Inc. has caused this Contract Extension to be executed in its name by its proper officers and its corporate seal hereunto affixed, all by the authority of its Board of Directors duly given, as of the day and year first above written.

TOWN OF STEDMAN



Martin Jones, Mayor

ATTEST:



Christy Horne, Town Clerk

SEAL

STEDMAN VOLUNTEER FIRE DEPARTMENT, INC.

BY: _____
PRESIDENT

ATTEST:

Secretary, Stedman Volunteer Fire Department, Inc.

SEAL

NORTH CAROLINA

AGREEMENT FOR INTERLOCAL UNDERTAKING
TO ENFORCE THE MINIMUM HOUSING CODE

CUMBERLAND COUNTY

THIS AGREEMENT, is made and entered into by and between the TOWN OF STEDMAN, a municipality duly incorporated under the laws of North Carolina (hereinafter referred to as TOWN), and CUMBERLAND COUNTY, a body politic and corporate of the State of North Carolina (hereinafter referred to as COUNTY);

WITNESSETH:

WHEREAS, pursuant to N.C.G.S. § 160A-441, COUNTY adopted a Minimum Housing Code codified as Chapter 4, Article IV of the *Cumberland County Code*; and

WHEREAS, COUNTY enforces its Minimum Housing Code through designated inspectors in its Department of Planning and Inspections; and

WHEREAS, by Resolution adopted December 7, 2017, the TOWN'S governing board approved the application of COUNTY'S Minimum Housing Code within TOWN'S corporate limits pursuant to N.C.G.S. § 160A-441; and

WHEREAS, TOWN desires that COUNTY'S Minimum Housing Code be enforced within TOWN'S corporate limits by COUNTY to the extent that COUNTY and COUNTY'S Board of Commissioners shall be acting in the stead of TOWN and TOWN'S governing board for all purposes related to enforcement of COUNTY'S Minimum Housing Code within TOWN'S corporate limits; and

WHEREAS, the governing boards of TOWN and COUNTY have by resolutions ratified the provisions of this Agreement for Interlocal Undertaking pursuant to North Carolina General Statutes, Chapter 160A, Article 20, Part I, for the purpose of providing for the enforcement of COUNTY'S Minimum Housing Code within TOWN'S corporate limits.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained and of the mutual benefits to result therefrom, the parties hereby agree as follow:

1. PURPOSE: The purpose of this Agreement is to establish an interlocal undertaking, as provided in N.C.G.S. § 160A-460, *et seq.*, whereby COUNTY shall enforce COUNTY'S Minimum Housing Code within TOWN'S corporate limits to the same extent as COUNTY'S Minimum Housing Code applies in COUNTY'S jurisdiction outside of TOWN'S corporate limits.

2. DURATION: This Agreement shall commence on the last date it is approved by either COUNTY'S or TOWN'S governing board and shall endure so long as the parties hereto exist and have the power to make and maintain such an agreement, unless sooner terminated as hereinafter provided; provided that this Agreement shall not extend beyond 99 years.

3. NO JOINT AGENCY: This agreement shall not create a joint agency between COUNTY and TOWN and COUNTY shall at all times enforce its Minimum Housing Code within TOWN'S corporate limits in such manner as COUNTY'S Board of Commissioners deems prudent and within the constraint of funds budgeted for this purpose.

4. PERSONNEL: All personnel necessary to implement, administer and enforce COUNTY'S Minimum Housing Code within TOWN'S corporate limits shall be those employees of the COUNTY designated by COUNTY for that purpose.

5. COUNTY'S RESPONSIBILITIES FOR FINANCING THE UNDERTAKING: All costs of enforcing COUNTY'S Minimum Housing Code within TOWN'S corporate limits shall be borne by COUNTY and TOWN shall not be required to allocate any funds to COUNTY for these costs. Costs shall include, but are not limited to, the following:

a. The personnel cost for any inspectors or other COUNTY employees related to enforcement actions.

b. The personnel cost associated with the provision of legal services to determine the ownership of any real or personal property for which enforcement is sought, to provide legal advice to any inspectors or other COUNTY officials related to enforcement actions and to defend any appeal of an inspector's decision to the courts.

c. All costs associated with service of process for any enforcement action.

d. The costs of demolition and disposal of demolition debris.

6. TOWN'S RESPONSIBILITIES FOR FINANCING THE UNDERTAKING: TOWN shall be solely liable and responsible for all costs associated with any claim made or lawsuit filed against COUNTY or any of its officials or employees arising out of, occasioned by or incident to the alleged or actual actions, omissions, negligence or constitutional violations by any of COUNTY'S employees or officials. Such costs shall include, but are not limited to, the following:

a. Attorneys' fees and any other litigation costs incurred for representation of COUNTY or any of its employees or officials.

b. Negotiated settlements of any claims made or lawsuits filed against COUNTY or any of its employees or officials.

c. Judgments rendered against COUNTY or any of its employees or officials.

7. REAL PROPERTY: This Agreement does not require the purchase, acquisition, or disposition of real property by either party.

8. AMENDMENT: This Agreement may be amended at any time by mutual agreement between the parties in writing and duly ratified by their respective governing boards in conformance with N.C.G.S. § 160A-461.

9. TERMINATION: This Agreement may be terminated by either party at the end of any fiscal year on June 30 by the governing board of the party wishing to terminate giving written notice to the other governing board no less than 90 days in advance of the termination. Any enforcement actions pending at the time of termination shall become the sole responsibility of TOWN.

THEREFORE, the parties have set their hands and seals pursuant to action of their respective governing boards taken on the date indicated for each.

TOWN OF STEDMAN

By: Martin L. Jones, Mayor

ATTEST:

Christy Horne
Christy Horne Town Clerk

Ratified by Town's Governing Board on 8/2/18

CUMBERLAND COUNTY

By: _____, Chairman
Board of Commissioners

ATTEST:

_____, Clerk to the Board

Ratified by the Cumberland County Board of Commissioners on _____