

CUMBERLAND COUNTY POLICY COMMITTEE
COURTHOUSE, 117 DICK STREET, 5TH FLOOR, ROOM 564
DECEMBER 1, 2016 – 10:30 A.M.
MINUTES

MEMBERS PRESENT: Commissioner Jeannette Council
 Commissioner Glenn Adams
 Commissioner Charles Evans
 Commissioner Larry Lancaster

OTHER COMMISSIONERS

PRESENT: Commissioner Jimmy Keefe
 Commissioner Marshall Faircloth
 Commissioner Kenneth Edge
 Commissioner-Elect Michael Boose

OTHERS PRESENT:

Amy Cannon, County Manager
Tracy Jackson, Assistant County Manager
Melissa Cardinali, Assistant County Manager for Finance/
Administrative Services
Sally Shutt, Governmental Affairs and Public Information
Officer
Rick Moorefield, County Attorney
Cecil Combs, Deputy Planning Director
Vicki Evans, Finance Director
Heather Harris, Budget Analyst
Deborah Shaw, Budget Analyst
Kim Cribb, Budget Analyst
Kim Nazarchyk, Town Manager of Eastover
Candice White, Clerk to the Board
Kellie Beam, Deputy Clerk to the Board
Press

Commissioner Council called the meeting to order.

1. APPROVAL OF MINUTES – OCTOBER 6, 2016 POLICY COMMITTEE
REGULAR MEETING

MOTION: Commissioner Adams moved to approve the minutes.
SECOND: Commissioner Evans
VOTE: UNANIMOUS (4-0)

2. CONSIDERATION OF INTERLOCAL AGREEMENT WITH THE TOWN OF
EASTOVER FOR MINIMUM HOUSING ORDINANCE ENFORCEMENT

BACKGROUND:

In order to more fully assist the Town of Eastover, the Planning & Inspections Department is seeking to create and adopt an interlocal agreement allowing the County to provide Minimum Housing Ordinance enforcement services for the Town of Eastover. The proposed interlocal agreement recorded below was prepared by the County Attorney.

RECOMMENDATION/PROPOSED ACTION:

Staff recommends the Board of Commissioners approve an interlocal agreement between Cumberland County and the Town of Eastover for the provision of Minimum Housing Ordinance enforcement.

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 EASTOVER, 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 2016-05 adopted July 12, 2016, 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 there from, 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.

Cecil Combs, Deputy Planning Director, reviewed the background information, recommendation and proposed interlocal agreement recorded above.

Mr. Combs stated he has worked with Rick Moorefield, County Attorney, along with Kim Nazarchyk, Town Manager of Eastover, and the Town Attorney of Eastover, to develop the proposed interlocal agreement to allow Cumberland County's minimum housing code to be enforced in the Town of Eastover. Mr. Nazarchyk stated he believes the Town of Eastover has a good working relationship with the Cumberland County Planning & Inspections Department and the proposed interlocal agreement is favorable to both Cumberland County and the Town of Eastover.

Mr. Combs stated historically Cumberland County has enforced the minimum housing codes in all of the municipalities and it would make it easier on inspectors if the municipalities adopted Cumberland County's code so inspectors would not have to know different rules for each municipality.

Ms. Cannon stated staff could follow up with the other municipalities but each individual municipality would have to make the decision whether or not they would be interested in adopting Cumberland County's interlocal agreement regarding minimum housing code enforcement. Mr. Moorefield stated the minimum housing code is a special ordinance with respect to how it may be adopted by municipalities and the Town of Eastover has actually subjected its jurisdiction to the Cumberland County's Minimum Housing Ordinance.

MOTION: Commissioner Adams moved to recommend to the full board approval of the proposed interlocal agreement between Cumberland County and the Town of Eastover for the provision of Minimum Housing Ordinance enforcement.

SECOND: Commissioner Evans

VOTE: UNANIMOUS (4-0)

3. OTHER ITEMS OF BUSINESS

There were no other items of business.

MEETING ADJOURNED AT 10:43 AM