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July 7, 2010

Mr. Michael Wilson
Office of Economic Adjustment
Office of the Secretary of Defense
Suite 200
400 Army Navy Drive
Arlington, VA 2202-4704

Dear Michael,

Please find enclosed a copy of the Amendment to the Adrian B. Rhodes Armed Forces Reserve Center Redevelopment Plan, as approved by the Local Redevelopment Authority on July 6, 2010. The Wilmington City Council adopted the Amendment by unanimous vote at last night's meeting.

This submission represents a milestone for both the City of Wilmington and our proposed partners, the Lakeside Partnership (LP). We are pleased that we have reached agreement on the terms under which the Rhodes AFRC will be transferred to LP for use as a facility to serve the region's homeless population. While we fully understand that our submission is subject to be modified in order to comply with requirements of both the Department of Defense and the Department of Housing and Urban Development, we are proud to have finally gotten to this point in the process.

Please review the document and let us know what revisions may be necessary. We stand ready to make those revisions in hopes that we can come to closure of how the transfer will occur as we begin to concentrate on how we will manage the transition.

We look forward to hearing from you in the near future.

Sincerely,

Anthony N. Caudle
Deputy City Manager

cc: Lakeside Partnership

AMENDMENT TO THE ADRIAN B. RHODES ARMED FORCES RESERVE CENTER REDEVELOPMENT PLAN

Adrian B Rhodes AFRC, 2144 W Lake Shore Dr



September 28, 2006
V:/Projects/code_enf/AdrianBRhodesAFRC.mxd



Adopted by
CITY OF WILMINGTON LOCAL REDEVELOPMENT AUTHORITY
July 6, 2010

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Addendum to Adrian B. Rhodes Armed Forces Reserve Center Redevelopment Plan

As Adopted by the City of Wilmington Local Redevelopment Authority

on

July 6, 2010

Purpose

The purpose of this addendum is to address shortcomings identified in the Redevelopment Plan submitted by the City of Wilmington Local Redevelopment Authority (LRA) to the United States Department of Defense (DOD) in November of 2007. The United States Department of Housing and Urban Development (HUD) took exception to the original Plan submission under the provision of the Base Closure Community Redevelopment and Homeless Assistance Act of 1994, as amended and its implementing regulations as found in 24 CFR Part 586. As a result of those noted exceptions, further discussions/correspondence with both DOD and HUD representatives, as well as negotiations with the consortium providing the lone submission for use of the Rhodes property for the provision of homeless services, the City of Wilmington LRA has re-evaluated its prior determination and hereby submits this addendum for review and consideration.

As an addendum to the initial submission, this document seeks to build on the information provided in the Redevelopment Plan; consequently, at certain points in the Addendum, we have made reference to previously submitted material choosing not to duplicate that material within the text of this submission

Balance Review

During its review, HUD will ask several questions regarding:

- Outreach to homeless assistance providers. Was adequate information and assistance given to the community of local homeless assistance providers to participate in the development of the application? Did they have adequate time and help in responding to the solicitation for Notice of Interest (NOI)?
- Impact. Does the overall reuse plan consider the economic impacts of homeless assistance activities proposed in the application?
- Need. Does the reuse plan consider the size and nature of the local homeless population and the availability of necessary service and facilities for Continuum of Care?

- Consistency. Is the reuse plan consistent with the Consolidated Plan or other planning documents adopted by the community?
- Balance. Does the reuse plan achieve an appropriate balance between the expressed needs of homeless assistance providers and the needs of the communities served by the Local Redevelopment Authority (LRA) for economic development and other development?

Outreach

In the initial submission of the Rhodes Redevelopment Plan, the City of Wilmington LRA outlined an extensive outreach program that included public notification in a newspaper of general circulation in the area as well as individual notices that were mailed to every agency in the area that could be identified as providing services to the homeless.

Impacts

The conversion of the Adrian B. Rhodes AFRC to permanent supportive housing has a negative financial impact to the City of Wilmington of approximately \$70,000 for the removal and land preparation of the property as a shovel ready site. In-kind contributions from the City remain uncalculated. The City has chosen to contribute the demolition costs of the existing buildings on the Rhodes site so as to insure that the facilities constructed on the property are more in keeping with the residential look and feel of neighboring properties. The Cape Fear Public Utilities Authority has indicated that no replacement of water or sewer lines would be necessary to accommodate the proposed re-development of the property as proposed by the Lakeside Partnership Center.

The proposed LPC project calls for permanent supportive housing thus it would be anticipated that no increase in the homeless population would result. The Wilmington Police Department does not anticipate additional need for law enforcement as a result of implementation of the proposed plan. In addition, changes to the area housing values are not expected as the structures placed on the Rhodes property are anticipated to be more in keeping with the residential nature of surrounding area properties.

It is anticipated that the impact of the project on emergency health services, social services, shelters and transitional housing would be lowered with the addition of this permanent support housing as the number of chronically homeless individuals should be reduced with the completion of the project. The need for emergency health services is reduced as the permanent supportive housing is the last step to homeless individuals living on their own. The need

for social services should be decreased as the client earns their way out of supportive housing. There would be no need for shelters and transitional housing as the client would have passed through these stages to be in the permanent supportive housing.

Need

The "Ten Year Plan to End Chronic Homeless and Reduce Homelessness in the Cape Fear Region" (a.k.a., The Ten Year Plan), adopted in January, 2007 edition reported that there were 628 homeless in the Cape Fear Region. The latest count as of January 28, 2009 (Exhibit B) disclosed that a total homeless was 630 for that same region. Of those 630 homeless individuals, 190 were in the City of Wilmington with 47 of those residing in permanent supportive housing. These numbers are part of the community's total count as reported to the North Carolina Coalition of End Homeless (NCCEH) and to the North Carolina Interagency Council for Coordinating Homeless Programs (NC ICCHP) (Exhibit C).

Of these totals, 34% were classified as chronically homeless (having a disability and living on the streets, in shelter, etc. for one year or four times in three years). With the homeless population there are significant numbers of families and individuals in vacant, condemned, or substandard housing within the Cape Fear Region. These figures do not take into account families that are doubled up without a legal residence of their own. The numbers fail to account for people who are at risk of homelessness due to unemployment, foreclosures, evictions and/or illness.

The January, 2007 report, interestingly enough, disclosed that the homeless population in the Wilmington area is:

- 84% adult
- 16% children
- 59% male
- 40% female
- 51% white
- 33% black
- 6% American Indian

Within this group, 40% were employed and 42% stated that they were from North Carolina.

The Ten Year Plan to End Homelessness noted that:

- shelter beds total 339 (114 family beds)
- transitional beds of 186 (97 family beds)
- permanent units with 96 beds (7 family beds)

From these statistics the plan concludes that there is an unmet housing need of 119 emergency shelter beds, 84 transitional housing beds, and 119 units of permanent supportive housing.

The project proposed by the Lakeside Partnership Center (LPC) to redevelop the Adrian B. Rhodes AFRC property into permanent supportive housing for the homeless, seeks to address the issue of chronic homelessness in and around the City of Wilmington. The Ten Year Plan defines chronically homeless as: "An unaccompanied disabled individual who has been persistently homeless for more than a year or who has been homeless for four or more episodes over a period of three years" (see Exhibit D).

Consistency

The Ten Year Plan to End Homelessness cites two sets of desired outcomes as key in addressing homelessness. The first set of outcomes is defined as "Prevention, Engagement and Supportive Services". Outcomes in this area address services that can/should be provided in order to assist in the prevention of homelessness before it occurs. The second set of outcomes addresses the provision of shelter for those who have already become homeless. It is in this second set of outcomes that we find the greatest degree of consistency between the proposal offered by the LRA and the measures embraced by the community. The second set of outcomes reads as follows:

2. Housing

- ***Provide permanent housing for homeless individuals and families.***

1. Outcome 2-A:

Provide permanent supportive or permanent housing for 200 chronically homeless individuals, 400 homeless individuals and 70 homeless families.

2. Outcome 2-B:

Modify ordinance and policies to facilitate the creation and preservation of permanent housing for homeless people or those in housing crisis.

Under Goal 2 (Housing) the Plan identifies a strategy to "utilize available properties for the creation of permanent supportive, permanent and/or subsidized housing." Thus the conversion of the Adrian B. Rhodes AFRC BRAC property to permanent supportive housing is consistent with the Ten Year Plan.

Balance

The submission of the Redevelopment Plan Addendum employs a balance determination that is based upon the most recently available city plans pertaining to homelessness; most specifically, the previously referenced Ten Year Plan, as well as the excerpts and provisions of that Plan that are incorporated into City's Consolidated Annual Performance and Evaluation Report (CAPER) for the CDBG and HOME Program.

The provision of this number of proposed permanent supportive units for the chronically homeless population in the greater Wilmington area will have a significant impact on reducing the numbers of chronically homeless that must otherwise find temporary shelter on a nightly basis. Perhaps the greatest impact will be in reducing the number of homeless families as the LPC proposal targets multi-unit dwellings in sufficient number that it could have a significant impact on the currently estimated 70 homeless families in the area.

While the economic reuse of the Adrian B. Rhodes AFRC to permanent supportive housing will have an immediate negative impact to the City of Wilmington of approximately \$70,000, replacement of the existing institutional type structures with new residential type structures will have a greater positive impact to the surrounding residential area. The Lakeside Partnership Center project plans to include the construction of permanent supportive housing in the following configuration:

- Two, single-story duplexes (three bedrooms per living unit) of permanent supportive housing for families with children;
- Two, double-story quadraplexes (one bedroom per living unit) of permanent supportive housing for individuals, including one unit for live-in support staff;
- Three, double-story quadraplexes (two with one bedroom per living unit and one with two bedrooms per living unit) for individuals, including one unit for live-in support staff; and,
- One, single-story building to be used as shared office space, common space (kitchen, group meeting space, etc.) laundry facilities, and storage.

This combination of structures will assimilate the property to the surrounding residential neighborhood.

The benefit of the LPC proposal in comparison to the minimal public cost is significant given the fact that the proposal will bring the community one step closer to achieving important goals with regard to ending homelessness in the region. The LRA, therefore, with this addendum, recommends the approval and acceptance of both this report and the LBA, by the City of Wilmington, DOD, and HUD.

Exhibit

A

Deficiency Letter dated

March 12, 2008



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

OFFICE OF COMMUNITY PLANNING
AND DEVELOPMENT

MAR 12 2008

Mr. Sterling Cheatham
City Manager
City of Wilmington
1030 North Third Street
Wilmington, NC 28402

Re: Adrian B. Rhodes Armed Forces Reserve Center (AFRC) Redevelopment Plan

Dear Mr. Cheatham:

This letter is to inform you of the Department of Housing and Urban Development's preliminary determination that the May 23, 2007, *Adrian B. Rhodes Armed Forces Reserve Center Redevelopment Plan* (Plan), with undated Addendum to the Redevelopment Plan (Addendum) which was received by HUD on November 26, 2007, submitted by the City of Wilmington (City) in its capacity as the Local Redevelopment Authority (LRA), fails to meet the requirements of the Base Closure Community Redevelopment and Homeless Assistance Act of 1994 as amended (the Act), and its implementing regulations found at 24 CFR Part 586. Pursuant to section 586.35(d) of the regulations, you have ninety (90) days from receipt of this letter within which to submit to HUD and the Department of Defense a revised application that addresses the determinations contained in this letter.

We have found deficiencies in your application, most significantly in the balance determination. Section 2905(b)(7)(H)(i)(III) of the Act and 24 CFR 586.35(b)(4) require the Plan to balance in an appropriate manner a portion or all of the needs of the communities in the vicinity of the installation for economic redevelopment and other development with the needs of the homeless in such communities. The LRA did not make the balance determination in accordance with the requirements of the Act. Second, the LRA used criteria unrelated to the Act and regulations and inconsistent reasoning when evaluating Lakeside Partnership Center's (LPC's) Notice of Interest (NOI). Third, the application does not discuss the economic impact of the proposed homeless assistance as required by the Act and regulation.

Determining balance requires analysis of the economic condition of the community, the loss to the community caused by the closing of the military installation and the community's need for economic redevelopment, economic development, and other development. The LRA must balance those needs against the needs of the homeless in the community, as expressed by the NOIs it received. While some information on the economic condition of Wilmington (rising housing prices and low wages) was provided at page 2 of the Homeless Assistance Submission (HAS), it did not include the number of jobs lost as a result of the Reserve Center closing or whether the proposed use would create any jobs, nor did it establish a case for why the community's need for a recreation center with programs for girls and seniors outweighs the homeless assistance needs expressed by

LPC. Rather, the LRA's balance determination disregarded the needs of the homeless **as expressed in the NOIs**, concluding instead that the programs for girls and seniors could be considered homeless prevention.

The LRA relied on a rather simplistic interpretation of balance, using the relative number of potential users to justify a park use over a homeless assistance project. The LRA said it "felt the need to balance the needs of 598 homeless individuals and family members versus the 91,347 overall population of the City of Wilmington." See Addendum, page 3. Instead, the LRA should have provided data to establish the need for seniors and girls programs. It should have showed HUD why Wilmington needs another park. It should have explained how it determined that there are 598 homeless individuals in Wilmington and should have analyzed their needs and how, and if, they would be met through the NOIs. In the Addendum at page 5, the LRA cites the City of Wilmington's CDBG and HOME Annual Action Plan for FY 2006-2007 as establishing goals to end homelessness, and asserts that because those goals did not consider the Rhodes AFRC property, and because the goals are already established and the City is working on them "...the LRA looked at the Rhodes property to be used for the general population of 91,347 in lieu of the homeless population, for which goals to end homelessness were in place." We simply do not accept this reasoning in lieu of the balance determination prescribed by the statute and regulations. Nothing precludes the use of surplus military property for homeless assistance if the community has recently established goals to end homelessness or allocated homeless assistance funding. In fact, we view BRAC properties as a means to achieve those goals.

HUD tried to help the LRA make a balance determination in accordance with the statute and regulations. In many communications the requirements of the Act were explained. Yet, on November 26, 2007, the LRA submitted the Addendum to the Plan and the decision methodology remained essentially the same as in the initial submission.

Not only did the LRA not make the balance determination required by the Act, the LRA used criteria unrelated to the Act and its implementing regulations and inconsistent reasoning when evaluating LPC's NOI. The LRA also seized upon perceived defects in the NOI as a reason for rejection. In the Addendum at page 3, the LRA stated that the LPC's proposal failed to demonstrate how the project would assist with decreasing the homeless population or providing additional units at the time the facility actually became available in 2011. However, HUD notes that when opened LPC's proposal will provide a net immediate increase of 13 units of permanent supportive housing, thus decreasing the unmet need for permanent housing by 13 units. At page 13 of the Addendum the LRA cites leaving the future of the homeless in Wilmington to the pending completion of the *10 Year Plan to End Chronic Homelessness* as a rationale for rejecting the NOI, but then goes on to say that the 10 Year Plan itself recommends use of the Rhodes facility for homeless assistance.

Additionally, we have concerns about the treatment of LPC's NOI. In the Addendum at page 3, missing information was cited as part of the reason for rejection, yet there is no evidence that the LRA contacted LPC to ask for the missing information. In fact, HUD received a joint letter dated June 19, 2007, from the North Carolina Coalition to End Homelessness and the North Carolina Housing Coalition alleging that the LRA barely communicated with the LPC.

As to the third deficiency, the LRA analyzed the economic impact of the homeless assistance proposal on the homeless assistance providers instead of on the communities in the vicinity of the installation. At page 2 of the Addendum, the LRA focused on the potential loss of The Good Shepherd Ministries' existing transitional housing units. The LRA concluded that since

the Rhodes AFRC would not become available until 2011, transferring the property would not meet the immediate needs of the homeless. We agree that the Rhodes closure will not be immediately available, but the economic impact that should be considered is the impact of the homeless assistance proposal on the public services, including available social services, police, fire protection and infrastructure in the community. See 24 CFR 586.35(b)(2).

To clear the deficiencies in your application, please submit, within 90 days from receipt of this letter, three complete sets of the following:

1. A revised application that includes:
 - a. A new balance determination addressing all the factors discussed above and required by the Act and regulations. This is one last chance for the LRA to explain its decisions to HUD, using the criteria prescribed in the statute and regulations. Otherwise, based on the information received, HUD will have to issue a final determination that the Plan does not appropriately balance the needs of the community for economic redevelopment and other development with the needs of the homeless.
 - b. A narrative description of the economic impact of the proposed homeless assistance on the Wilmington community; and
 - c. A narrative evidencing LRA compliance with 2 below, any revisions to the Plan resulting from the reconsideration required by 2 below, and any legally binding agreements resulting from the reconsideration.
2. Reconsider LPC's NOI. Contact LPC to obtain the information the LRA thought was lacking in the initial NOI. Evaluate their NOI using the criteria established by the Act and regulations.

Please submit the requested documentation to Ms. Linda Charest, BRAC Coordinator, at the U.S. Department of Housing and Urban Development, 451 7th Street S.W., Room 7266, Washington, DC 20410, as well as to Mr. Bryant Monroe, Program Manager, Office of Economic Adjustment, 400 Army-Navy Drive, Suite 200, Arlington, VA 22202. If you have any questions about this letter, you may contact Ms. Charest at 202-402-2595. We look forward to working with you to resolve these matters.

Sincerely,


Mark Johnston
Deputy Assistant Secretary
for Special Needs

cc:

Mr. David Reed, DASA, I&H
Mr. Patrick O'Brien, Dir, OEA

Exhibit

B

North Carolina

Point in time

Homeless Count

January 28, 2009 – NC Point-in-Time Count Reporting Form

Community:	Southeastern Center MH/DD/SA				
Counties covered in this report:	Brunswick, New Hanover and Pender Counties				
Contact:	Catrechia McCoy Bowman	Date Reporting:	February 12, 2009		
Email:	bowmanc@secmh.org	Phone:	(910)-332-6848		

		A	B	C	D	E
		Sheltered		Unsheltered	TOTAL (column A+B+C)	Permanent Supportive Housing
		Emergency	Transitional			
Households with Dependent Children						
1	# of Men	7	13	11	31	1
2	# of Women	18	81	23	122	1
3	# of Children	40	60	34	134	1
4	Total <i>Persons</i> in Households with Dependent Children (Rows 1+2+3)	65	154	68	287	3
5	Total <i>Number of Households</i> with Dependent Children	20	102	28	150	1
Households without Dependent Children (includes singles, couples without children, unaccompanied youth)						
6	# of Men	99	67	68	234	21
7	# of Women	41	42	26	109	26
8	Total <i>Persons</i> in Households without Dependent Children (Rows 6 +7)	140	109	94	343	47
9	Total <i>Number of Households</i> without Dependent Children	134	96	87	317	47
10	TOTAL HOMELESS PEOPLE (Row 4 + Row 8)	205	263	162	630	50
11	TOTAL HOMELESS ADULTS (Rows 1 + 2 + 8)	165	203	128	496	49
SUBPOPULATIONS For Row 13 – 18, please note <i>how many people from Row 11</i> are definitely members of the named subpopulation						
12	<i>Chronic Homeless</i> (have a disability AND have been homeless for at least 1 year, or have had 4 episodes in 3 years)	73	N/A	45	118	N/A
13	Seriously Mentally Ill (diagnosable by a mental health professional, adults only)	69	15	20	104	0
14	Diagnosable Substance Use Disorder (adults only)	54	43	12	109	0
15	Veterans (adults only)	12	25	24	61	0
16	Persons with HIV/AIDS (adults only)	1	1	0	2	0
17	Victims of Domestic Violence (adults only)	15	23	16	54	0
18	Unaccompanied youth (under 18)	0	6	3	9	0
Of all homeless adults, how many do you know were discharged from the following systems within 30 days prior to becoming homeless:						
19	Criminal Justice System (jails, prisons)	10	17	48	75	0
20	Behavioral Health System (mental health hospitals or substance abuse treatment programs)	8	14	3	25	9
21	Health Care System (hospitals)	9	5	7	21	18

Return To:
 North Carolina Coalition to End Homelessness
 Fax: (888) 742-3465 Email: data@ncceh.org
 Questions? (919) 755-4393

The following report is based on data entered into the Carolina Homeless Information Network (CHIN), a homeless management information system (HMIS), by certified users of participating agencies and programs. The report has been checked and is an accurate representation of data entered into the HMIS.

CHIN recognizes that this report may not include all of an agency's reportable data. Common reasons for a reporting discrepancy may include one or more of the following:

- Incomplete or missing data-Agencies may not have entered all of their reportable data into the system for the reporting period.
- Missing program information-Agencies or programs that do not use the CHIN HMIS are not represented by this report.
- Client refusals to participate in an HMIS- A small percentage of clients choose not to participate in HMIS. In this situation, agencies are required to keep the client's information in a separate file. Agencies are responsible for reporting non-CHIN statistics.

This report is classified for COMMUNITY use. The report does not include any information that may be used to identify specific individuals. Program HMIS activity may be indicated by r

CHIN encourages any recipient of this report to contact identified agencies and programs dire

Additional Notes are included in the first table of the report.

Exhibit

C

North Carolina

Point in time

Homeless County Count

January 28, 2009 - NC Point-in-Time Count Reporting Form
 This form should be used to report your community's total count to NCCEH & the NC ICCHP

Community: 0 NC-506 Wilim/Brunswick/NH/Pender(42)

Counties covered in this report:

Contact:

Date Reporting

Email:

Phone:

	A Sheltered Emergency	B Transitional	C Unsheltered	D TOTAL (column A+B+C)	E Permanent Supportive Housing
Households with Dependent Children					
1 # of Men	4	1			0
2 # of Women	7	5			0
3 # of Children	13	9			0
4 Total Persons in Households with Dependent Children (Rows 1+2+3)	25	15			0
5 Total Number of Households with Dependent Children	8	5			
Households without Dependent Children (includes singles, couples without children, unaccompanied youth)					
6 # of Men	74	19			19
7 # of Women	34	16			28
8 Total Persons in Households without Dependent Children (Rows 6+7)	117	35			47
9 Total Number of Households without Dependent Children	7	35			46
10 TOTAL HOMELESS PEOPLE (Row 4 + Row 8)	140	50		190	47
11 TOTAL HOMELESS ADULTS (Rows 1+2+8)	119	41			47
SUBPOPULATIONS					
For rows 12-18, please note how many people from ROW 11 are definitely members of the named subpopulation					
12 Chronic Homeless (have a disability AND have been homeless for at least 1 year, or have had 4 episodes in 3 years)	54				
13 Seriously Mentally Ill (diagnosable by a mental health professional)	9	11			37
14 Diagnosable Substance Use Disorder	5	18			1
15 Veterans	15	8			2
16 Persons with HIV/AIDS	1	0			0
17 Victims of Domestic Violence	6	3			4
18 Unaccompanied youth	0	0			0
Of all homeless adults, how many do you know were discharged from the following systems within 30 days prior to becoming homeless					
19 Criminal justice System (jails, prisons)	0	0			0

20 Behavioral Health Systems (mental health hospitals or substance abuse treatment programs)	3	0	0
21 Health Care System (hospitals)	1	0	0

Return To:

North Carolina Coalition to End Homelessness

Fax: (888) 742-3465 Email: data@ncceh.org

Questions? (919) 755-4393

NOTE: If a client is checked into more than 1 bed or shelter the totals on this sheet will be higher than on the PIT. A client can be in more than 1 bed if a user forgets to check the client out of a bed when they leave.

	Emergency Shelter	Permanent Supportive	Transitional Shelter	Sum:
ARC-Cottonwoods(1194)		12		12
BFA-Haven Housing I(1861)		2		2
BFA-Haven Housing II(1180)		3		3
CH-Horizons Housing(458)		1		1
GSM-4th Quarter Transitional Living Apts(1088)			19	19
GSM-Overnight Shelter(1089)	84			84
GSM-Sgt Eugene Ashley Memorial Ctr(1087)			6	6
SA-Wilmington Emergency Shelter(698)	43			43
WHFD-Driftwood(1961)		14		14
WHFD-Hopewood Homes(855)		15		15
WIHN-APR Program(459)	13			13
WIHN-Langdon House(1718)			11	11
Wilmington Dream Center(517)			14	14
Sum:	140	47	50	237

NOTE 1: If agencies or programs did not record a shelter stay in the HMIS for the reporting period they will not show up in this report.

NOTE 2: If household members were not checked in together they will be counted as single individuals.

Service Provider	Gender(894)	Client Uid	Type of Household	Service Shelter Bedlist Type	Start Date	End Date
ARC-Cottonwoods(1194)	Female	111612	Without Children	Permanent Supportive	1/9/2008	
	Female	120308	Without Children	Permanent Supportive	10/2/2007	
	Female	121869	Without Children	Permanent Supportive	7/13/2007	
	Female	122479	Without Children	Permanent Supportive	2/11/2008	
	Female	123110	Without Children	Permanent Supportive	10/25/2007	
	Female	124441	Without Children	Permanent Supportive	12/1/2008	
	Female	127425	Without Children	Permanent Supportive	5/19/2008	
	Female	136317	Without Children	Permanent Supportive	9/29/2008	
	Male	115383	Without Children	Permanent Supportive	4/25/2007	
	Male	115389	Without Children	Permanent Supportive	10/24/2007	
	Male	119479	Without Children	Permanent Supportive	10/2/2007	
	Male	130093	Without Children	Permanent Supportive	3/19/2008	
ARC-Cottonwoods(1194)		Count:	12			

NOTE 1: If agencies or programs did not record a shelter stay in the HMIS for the reporting period they will not show up in this report.

NOTE 2: If household members were not checked in together they will be counted as single individuals.

Service Provider	Gender(894)	Client Uid	Type of Household	Service Shelter Bedlist Type	Start Date	End Date
BFA-Haven Housing I(1861)	Female	140277	Without Children	Permanent Supportive	12/6/2006	
	Female	140280	Without Children	Permanent Supportive	3/9/2007	
BFA-Haven Housing I(1861)		Count:	2			

NOTE 1: If agencies or programs did not record a shelter stay in the HMIS for the reporting period they will not show up in this report.

NOTE 2: If household members were not checked in together they will be counted as single individuals.

Service Provider	Gender(894)	Client Uid	Type of Household	Service Shelter Bedlist Type	Start Date	End Date
BFA-Haven Housing II(1180)	Female	140357	Without Children	Permanent Supportive	8/12/2008	
	Male	134108	Without Children	Permanent Supportive	8/1/2008	
	Male	140372	Without Children	Permanent Supportive	3/10/2008	
BFA-Haven Housing II(1180)		Count:	3			

NOTE 1: If agencies or programs did not record a shelter stay in the HMIS for the reporting period they will not show up in this report.

NOTE 2: If household members were not checked in together they will be counted as single individuals.

Service Provide Provider	Gender(894)	Client Uid	Type of Household	Service Shelter Bedlist Type	Start Date	End Date
CH-Horizons Housing(458)	Female	147813	Without Children	Permanent Supportive	11/7/2008	
		Count:	1			

NOTE 1: If agencies or programs did not record a shelter stay in the HMIS for the reporting period they will not show up in this report.

NOTE 2: If household members were not checked in together they will be counted as single individuals.

Service Provide Provider	Gender(894)	Client Uid	Type of Household	Service Shelter Bedlist Type	Start Date	End Date
GSM-4th Quarter Transitional Living Apts(Female	Female	112809	Without Children	Transitional Shelter	11/3/2005	
	Female	112811	Without Children	Transitional Shelter	10/28/2005	
	Female	112812	Without Children	Transitional Shelter	10/26/2007	
	Female	112813	Without Children	Transitional Shelter	11/16/2005	
	Female	112816	Without Children	Transitional Shelter	5/24/2006	
	Female	113266	Without Children	Transitional Shelter	1/14/2007	
	Male	112814	Without Children	Transitional Shelter	5/16/2006	
	Male	112815	Without Children	Transitional Shelter	5/16/2006	
	Male	112818	Without Children	Transitional Shelter	5/24/2006	
	Male	112819	Without Children	Transitional Shelter	12/29/2006	
	Male	112820	Without Children	Transitional Shelter	10/12/2005	
	Male	112821	Without Children	Transitional Shelter	12/28/2006	
	Male	112822	Without Children	Transitional Shelter	9/28/2006	
	Male	112825	Without Children	Transitional Shelter	12/22/2006	
	Male	112826	Without Children	Transitional Shelter	7/21/2006	
	Male	112906	Without Children	Transitional Shelter	12/6/2006	
	Male	112959	Without Children	Transitional Shelter	2/26/2007	
	Male	113258	Without Children	Transitional Shelter	4/3/2006	
	Male	113355	Without Children	Transitional Shelter	8/17/2006	
		Count:	19			

4th Quarter Transitional Living Apts(1088)

NOTE 1: If agencies or programs did not record a shelter stay in the HMIS for the reporting period they will not show up in this report.

NOTE 2: If household members were not checked in together they will be counted as single individuals.

Service Provider	Gender(894)	Client Ujd	Type of Household	Service Shelter Bedlist Type	Start Date	End Date
GSM-Overnight Shelter(1089)	Female	104197	Without Children	Emergency Shelter	1/30/2008	
	Female	115350	Without Children	Emergency Shelter	1/30/2008	
	Female	116628	Without Children	Emergency Shelter	1/30/2008	
	Female	118231	Without Children	Emergency Shelter	1/30/2008	
	Female	119516	Without Children	Emergency Shelter	1/30/2008	
	Female	119973	Without Children	Emergency Shelter	1/30/2008	
	Female	122479	Without Children	Emergency Shelter	1/30/2008	
	Female	124441	Without Children	Emergency Shelter	1/30/2008	
	Female	127012	Without Children	Emergency Shelter	1/30/2008	
	Female	129056	Without Children	Emergency Shelter	1/30/2008	
	Female	129075	Without Children	Emergency Shelter	1/30/2008	
	Female	129247	Without Children	Emergency Shelter	1/30/2008	
	Female	129321	Without Children	Emergency Shelter	1/30/2008	
	Female	129371	With Children	Emergency Shelter	1/30/2008	
	Female	129371	Without Children	Emergency Shelter	1/30/2008	
	Female	129410	Without Children	Emergency Shelter	1/30/2008	
	Female	129413	Without Children	Emergency Shelter	1/30/2008	
	Female	129667	Without Children	Emergency Shelter	1/30/2008	
	Female	130831	With Children	Emergency Shelter	1/30/2008	
	Female	130832	With Children	Emergency Shelter	1/30/2008	
	Female	130841	Without Children	Emergency Shelter	1/30/2008	
	Female	130847	With Children	Emergency Shelter	1/30/2008	
	Female	136398	Without Children	Emergency Shelter	1/30/2008	
	Female	140307	Without Children	Emergency Shelter	1/30/2008	
	Male	415	Without Children	Emergency Shelter	1/30/2008	
	Male	10504	Without Children	Emergency Shelter	1/30/2008	
	Male	74120	Without Children	Emergency Shelter	1/30/2008	
	Male	75583	Without Children	Emergency Shelter	1/30/2008	

Male	112821	Without Children	Emergency Shelter	1/30/2008
Male	116591	Without Children	Emergency Shelter	8/25/2008
Male	116626	Without Children	Emergency Shelter	1/30/2008
Male	116721	Without Children	Emergency Shelter	1/30/2008
Male	120089	Without Children	Emergency Shelter	1/30/2008
Male	120188	Without Children	Emergency Shelter	1/30/2008
Male	122392	Without Children	Emergency Shelter	1/30/2008
Male	122798	Without Children	Emergency Shelter	1/30/2008
Male	124959	With Children	Emergency Shelter	1/30/2008
Male	124959	Without Children	Emergency Shelter	1/30/2008
Male	126944	Without Children	Emergency Shelter	8/25/2008
Male	127069	Without Children	Emergency Shelter	1/30/2008
Male	127093	Without Children	Emergency Shelter	1/30/2008
Male	127156	Without Children	Emergency Shelter	1/30/2008
Male	127290	Without Children	Emergency Shelter	8/25/2008
Male	127649	Without Children	Emergency Shelter	1/30/2008
Male	127665	Without Children	Emergency Shelter	1/30/2008
Male	127668	Without Children	Emergency Shelter	8/25/2008
Male	127986	Without Children	Emergency Shelter	1/30/2008
Male	128394	Without Children	Emergency Shelter	1/30/2008
Male	128680	Without Children	Emergency Shelter	1/30/2008
Male	128695	Without Children	Emergency Shelter	1/30/2008
Male	128805	Without Children	Emergency Shelter	8/25/2008
Male	128892	Without Children	Emergency Shelter	1/30/2008
Male	128917	Without Children	Emergency Shelter	1/30/2008
Male	128967	Without Children	Emergency Shelter	1/30/2008
Male	129054	Without Children	Emergency Shelter	8/25/2008
Male	129061	Without Children	Emergency Shelter	1/30/2008
Male	129277	Without Children	Emergency Shelter	1/30/2008
Male	129318	Without Children	Emergency Shelter	1/30/2008
Male	129336	Without Children	Emergency Shelter	1/30/2008

Service Provider	Gender(824)	Client Uid	Type of Household	Service Shelter Bedlist Type	Start Date	End Date
GSM-Sgt Eugene Ashley Memorial Ctr(1087)	Male	113580	Without Children	Transitional Shelter	3/14/2007	
	Male	113595	Without Children	Transitional Shelter	4/2/2007	
	Male	113727	Without Children	Transitional Shelter	3/29/2007	
	Male	113871	Without Children	Transitional Shelter	2/27/2007	
	Male	113872	Without Children	Transitional Shelter	3/1/2007	
	Male	113920	Without Children	Transitional Shelter	3/28/2007	
3M-Sgt Eugene Ashley Memorial Ctr(1087)	Count:	6				

NOTE 1: If agencies or programs did not record a shelter stay in the HIMS for the reporting period they will not show up in this report

NOTE 2: If household members were not checked in together they will be counted as single individuals.

Service Provider	Gender(894)	Client Uid	Type of Household	Service Shelter Bedlist Type	Start Date	End Date
SA-Wilmington Emergency Shelter(698)	Female	88428	With Children	Emergency Shelter	1/11/2009	
	Female	88428	Without Children	Emergency Shelter	1/11/2009	
	Female	115686	Without Children	Emergency Shelter	1/23/2009	
	Female	116287	Without Children	Emergency Shelter	1/23/2009	
	Female	133338	Without Children	Emergency Shelter	5/12/2008	
	Female	142724	Without Children	Emergency Shelter	9/30/2008	
	Female	144078	Without Children	Emergency Shelter	10/11/2008	
	Female	148111	Without Children	Emergency Shelter	12/1/2008	
	Female	148807	Without Children	Emergency Shelter	12/1/2008	
	Female	149481	Without Children	Emergency Shelter	12/8/2008	
	Female	151430	Without Children	Emergency Shelter	12/30/2008	1/30/2009
	Female	151690	Without Children	Emergency Shelter	1/2/2009	
	Female	153203	Without Children	Emergency Shelter	1/15/2009	
	Female	153419	With Children	Emergency Shelter	1/17/2009	
	Female	153420	With Children	Emergency Shelter	1/17/2009	
	Female	153521	Without Children	Emergency Shelter	1/20/2009	
	Female	154135	Without Children	Emergency Shelter	1/26/2009	1/30/2009
	Male	114745	Without Children	Emergency Shelter	11/11/2008	
	Male	119663	Without Children	Emergency Shelter	8/6/2008	

Male	120577	Without Children	Emergency Shelter	1/20/2009	
Male	125451	Without Children	Emergency Shelter	1/15/2009	
Male	128682	Without Children	Emergency Shelter	1/13/2009	1/31/2009
Male	129229	Without Children	Emergency Shelter	1/6/2009	
Male	131107	With Children	Emergency Shelter	12/22/2008	
Male	134825	Without Children	Emergency Shelter	6/23/2008	
Male	139034	Without Children	Emergency Shelter	8/22/2008	
Male	143399	Without Children	Emergency Shelter	10/6/2008	
Male	147022	Without Children	Emergency Shelter	12/12/2008	1/29/2009
Male	147503	Without Children	Emergency Shelter	11/18/2008	1/30/2009
Male	148294	Without Children	Emergency Shelter	12/1/2008	
Male	149630	Without Children	Emergency Shelter	12/9/2008	
Male	151026	Without Children	Emergency Shelter	12/22/2008	
Male	151437	Without Children	Emergency Shelter	12/30/2008	
Male	151785	Without Children	Emergency Shelter	1/23/2009	
Male	151869	Without Children	Emergency Shelter	1/25/2009	
Male	152334	Without Children	Emergency Shelter	1/9/2009	
Male	152938	Without Children	Emergency Shelter	1/14/2009	1/30/2009
Male	153412	Without Children	Emergency Shelter	1/17/2009	
Male	153434	Without Children	Emergency Shelter	1/20/2009	
Male	154134	Without Children	Emergency Shelter	1/26/2009	1/31/2009
Male	154143	Without Children	Emergency Shelter	1/26/2009	1/31/2009
Male	154322	Without Children	Emergency Shelter	1/27/2009	
Male	154444	Without Children	Emergency Shelter	1/27/2009	1/31/2009
Male	154516	Without Children	Emergency Shelter	1/28/2009	
		Count			
		43			
SA-Wilmington Emergency Shelter(698)					

NOTE 1: If agencies or programs did not record a shelter stay in the HIMS for the reporting period they will not show up in this report.

NOTE 2: If household members were not checked in together they will be counted as single individuals.

Service Provider	Gender(894)	Client Uid	Type of Household	Service Shelter Bedlist Type	Start Date	End Date
WHFD-Driftwood(1961)	Female	111885	Without Children	Permanent Supportive	12/1/2008	

Female	111891	Without Children	Permanent Supportive	12/1/2008
Female	111894	Without Children	Permanent Supportive	12/1/2008
Female	111897	Without Children	Permanent Supportive	12/1/2008
Female	111898	Without Children	Permanent Supportive	12/1/2008
Female	142268	Without Children	Permanent Supportive	12/1/2008
Female	147789	Without Children	Permanent Supportive	12/1/2008
Male	111884	Without Children	Permanent Supportive	12/1/2008
Male	111888	Without Children	Permanent Supportive	12/1/2008
Male	111889	Without Children	Permanent Supportive	12/1/2008
Male	111890	Without Children	Permanent Supportive	12/1/2008
Male	111892	Without Children	Permanent Supportive	12/1/2008
Male	111895	Without Children	Permanent Supportive	12/1/2008
Male	113733	Without Children	Permanent Supportive	12/1/2008

Count: 14

WHFD-Driftwood(1961)

NOTE 1: If agencies or programs did not record a shelter stay in the HMIS for the reporting period they will not show up in this report.

NOTE 2: If household members were not checked in together they will be counted as single individuals.

Service Provider	Gender(894)	Client Id	Type of Household	Service/Shelter Bedlist Type	Start Date	End Date
WHFD-Hopewood Homes(855)	Female	109704	Without Children	Permanent Supportive	12/4/2006	
	Female	109707	Without Children	Permanent Supportive	12/4/2006	
	Female	109726	Without Children	Permanent Supportive	1/25/2007	
	Female	111692	Without Children	Permanent Supportive	1/25/2007	
	Female	111698	Without Children	Permanent Supportive	1/25/2007	
	Female	111699	Without Children	Permanent Supportive	1/25/2007	
	Female	131649	Without Children	Permanent Supportive	11/1/2007	
	Female	131747	Without Children	Permanent Supportive	9/3/2007	
	Female	131748	Without Children	Permanent Supportive	12/1/2007	
	Male	109705	Without Children	Permanent Supportive	12/4/2006	
	Male	109725	Without Children	Permanent Supportive	3/28/2006	
	Male	109735	Without Children	Permanent Supportive	12/4/2006	
	Male	111683	Without Children	Permanent Supportive	1/25/2007	

Male 111688 Without Children Permanent Supportive 1/25/2007
 Male 111689 Without Children Permanent Supportive 1/25/2007
 WHFD-Hopwood Homes(855) Count: 15

NOTE 1: If agencies or programs did not record a shelter stay in the HMIS for the reporting period they will not show up in this report

NOTE 2: If household members were not checked in together they will be counted as single individuals.

Service Provider	Gender(894)	Client Id	Type of Household	Service Shelter Bedlist Type	Start Date	End Date
WIHN-APR Program(459)	Female	135521	With Children	Emergency Shelter	7/8/2008	
	Female	135523	With Children	Emergency Shelter	7/8/2008	
	Female	135524	With Children	Emergency Shelter	7/8/2008	
	Female	139578	With Children	Emergency Shelter	8/15/2008	
	Female	139607	With Children	Emergency Shelter	8/15/2008	
	Female	139612	With Children	Emergency Shelter	8/15/2008	
	Female	145022	With Children	Emergency Shelter	10/16/2008	
	Female	145029	With Children	Emergency Shelter	10/16/2008	
	Male	135522	With Children	Emergency Shelter	7/8/2008	
	Male	139580	With Children	Emergency Shelter	8/15/2008	
	Male	145025	With Children	Emergency Shelter	10/16/2008	
	Male	145030	With Children	Emergency Shelter	10/16/2008	
	Male	145031	With Children	Emergency Shelter	10/16/2008	
WIHN-APR Program(459)		Count:	13			

NOTE 1: If agencies or programs did not record a shelter stay in the HMIS for the reporting period they will not show up in this report

NOTE 2: If household members were not checked in together they will be counted as single individuals.

Service Provider	Gender(894)	Client Id	Type of Household	Service Shelter Bedlist Type	Start Date	End Date
WIHN-Langdon House(1718)	Female	103106	With Children	Transitional Shelter	7/1/2008	
	Female	103121	With Children	Transitional Shelter	7/1/2008	
	Female	103122	With Children	Transitional Shelter	7/1/2008	
	Female	132177	With Children	Transitional Shelter	8/28/2008	
	Female	135521	With Children	Transitional Shelter	12/10/2008	
	Female	135523	With Children	Transitional Shelter	12/10/2008	

Female	135524 With Children	Transitional Shelter	12/10/2008
Male	132179 With Children	Transitional Shelter	8/28/2008
Male	132180 With Children	Transitional Shelter	8/28/2008
Male	132181 With Children	Transitional Shelter	8/28/2008
Male	135522 With Children	Transitional Shelter	12/10/2008
WfHN-Langdon House(1718)			
	Count:		11

WfHN-Langdon House(1718)

NOTE 1: If agencies or programs did not record a shelter stay in the HMIS for the reporting period they will not show up in this report.

NOTE 2: If household members were not checked in together they will be counted as single individuals.

Service Provider	Gender(894)	Client Id	Type of Household	Service Shelter Bedlist Type	Start Date	End Date
Wilmington Dream Center(517)	Female	105908	Without Children	Transitional Shelter	1/19/2008	
	Female	113855	Without Children	Transitional Shelter	3/16/2007	
	Female	116470	Without Children	Transitional Shelter	12/3/2008	
	Female	130321	Without Children	Transitional Shelter	12/23/2008	
	Female	132477	With Children	Transitional Shelter	4/25/2008	
	Female	132478	With Children	Transitional Shelter	4/25/2008	
	Female	134173	Without Children	Transitional Shelter	6/10/2008	
	Female	134844	Without Children	Transitional Shelter	6/24/2008	
	Female	147080	With Children	Transitional Shelter	11/14/2008	
	Female	147088	With Children	Transitional Shelter	7/18/2008	
	Female	149080	Without Children	Transitional Shelter	9/23/2008	
	Female	151433	Without Children	Transitional Shelter	1/19/2009	
	Female	153789	Without Children	Transitional Shelter	12/24/2008	
Wilmington Dream Center(517)	Female	154064	Without Children	Transitional Shelter	1/23/2009	
		Count:	14			

Wilmington Dream Center(517)

Count: 230

Count: 230

Exhibit

D

The Streets is
No Place to Live
10 Year Plan

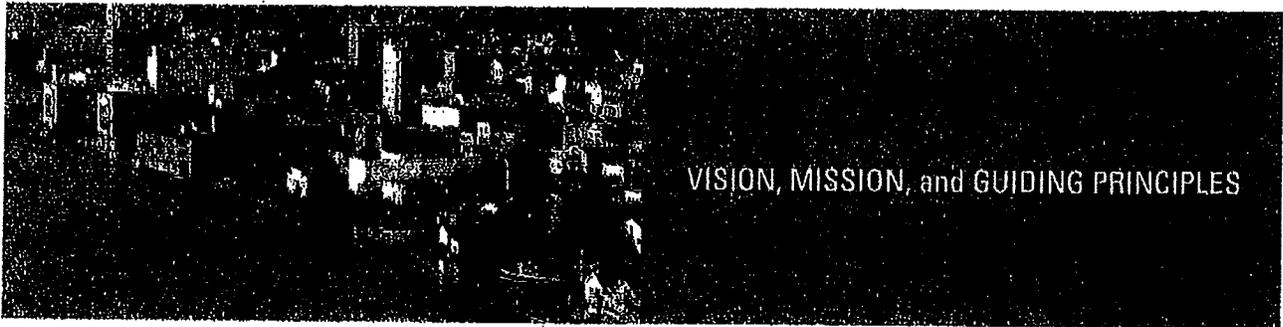


The Street is No Place to Live

TEN YEAR PLAN TO END CHRONIC HOMELESSNESS
AND REDUCE HOMELESSNESS IN THE CAPE FEAR REGION



capefearhomeless.org



VISION, MISSION, and GUIDING PRINCIPLES

VISION

Within 10 years, every person in the Cape Fear Region will have access to permanent, safe, and affordable housing with the needed resources and support for self-sufficiency and well-being.

MISSION

To end the cycle of homelessness, the Cape Fear Region will provide comprehensive support services and housing opportunities for all residents.

GUIDING PRINCIPLES

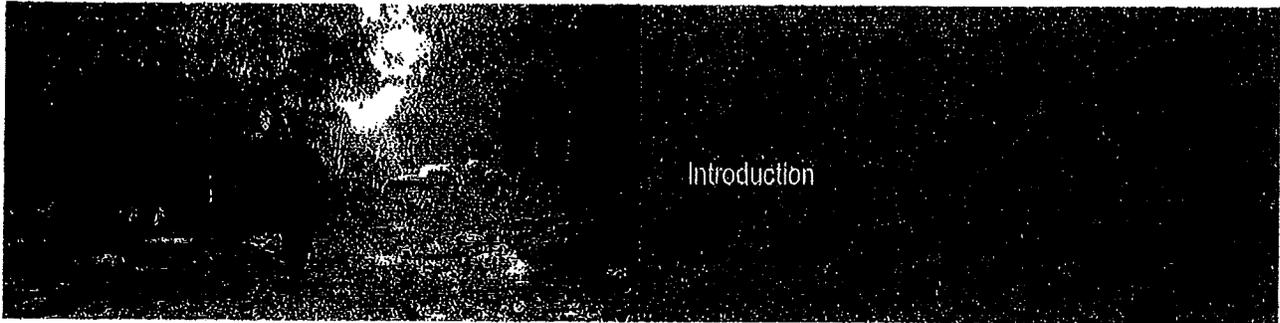
Inclusiveness

Collaborative and coordinated effort

Outcome-driven

Research-based

Maximized resources and minimal duplication



Introduction

Introduction

The United States Interagency Council on Homelessness has issued a challenge to communities across the country to address the problem of homelessness, specifically the chronically homeless. In early Fall 2006, the City of Wilmington and New Hanover County formed a partnership and the Cape Fear Region responded to this challenge by developing the ***Ten Year Plan to End Chronic Homelessness and Reduce Homelessness in the Cape Fear Region (The Ten Year Plan)***. The Ten Year Plan is consistent with and complementary to the federal government's effort to address this issue.

The January 2007 Point-in-Time Count (Appendix A) reveals that approximately 628 homeless people were in the Cape Fear Region and approximately 34% of the people who were homeless were chronically homeless. A Point-In-Time Count establishes a baseline of the Region's homeless population and only captures the number of homeless individuals receiving services in an area on a given day. The chronically homeless consume over 50% of resources including emergency medical services, psychiatric treatment, detox facilities, shelters, law enforcement and correctional facilities, according to the United States Interagency Council on Homelessness. Chronically homeless is defined as those individuals having a disability and living on the streets or in shelter for one year or having four episodes of homelessness in three years. The economic cost associated with chronically homeless individuals is high.

The Ten Year Plan is a long-range, comprehensive plan to help chronically homeless individuals and non-chronic homeless individuals return to healthy and stable lives in permanent housing. The plan is a culmination of a year-long planning effort by the Cape Fear Region's service providers, government administrators, and representatives from the nonprofit sector, the business sector, educational institutions, civic and professional organizations and homeless individuals. The recommendations featured in the plan are evidenced-based practices drawn from best practices of innovative programs and initiatives across the country.

The Ten Year Plan focuses on two major goals:

Goal 1: Provide prevention and supportive services to prevent persons from becoming homeless and enable those who are homeless to move into and remain in a stable housing situation and maximize their self-sufficiency.

Goal 2: Provide Permanent Housing for Homeless Individuals and Families.

The plan includes the strategies that will increase the Cape Fear Region's housing inventory and build the Region's capacity to provide supportive services.

A new approach, called "Housing First/Housing Plus," is a practical and cost effective solution.

The Ten Year Plan is a long-range, comprehensive plan to help chronically homeless individuals and non-chronic homeless individuals return to healthy and stable lives in permanent housing.

"Housing First/Housing Plus" places people in stable housing as rapidly as possible; housing becomes the first step in moving out of homelessness, not the last. The housing is based on adherence to a lease (payment of rent, upkeep of unit, peaceful and orderly conduct), not compliance with a "service plan." Once in housing, this approach works to link tenants with services and supports to address other needs by developing trusting relationships. For some, transitional services for a limited time are all that is needed; for others, long-term support is necessary.

The plan also features a structural framework and projected budget for the implementation of the recommended strategies.

The goals will be accomplished through a five-prong approach:

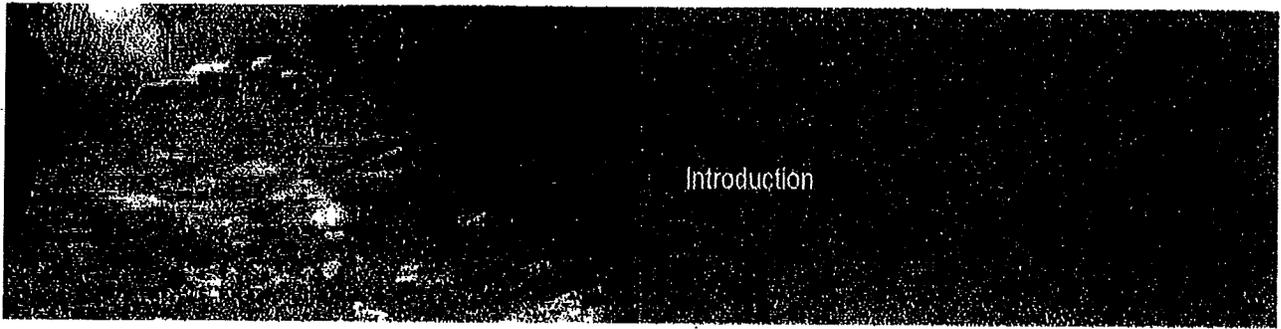
1. Closing the Front Door by preventing homelessness. Strategies involve continuing to prevent homelessness by assuring individuals' access to mainstream resources, increasing financial assistance, reducing referrals and discharges from correctional, health and human service systems to avert homelessness and shelter stays.

2. Opening the Back Door. Strategies include developing permanent supportive housing for chronically homeless individuals and families, expediting enrollment in current benefits programs and increasing financial assistance and supportive services to assist households to exit shelters and obtain housing.

3. Building the Infrastructure. Strategies involve continuing to use local, state and federal funding to increase the supply of affordable housing targeted to low-income households, continuing to expand access to jobs at a living wage, and continuing to expand access to essential supportive services.

4. Managing for Results. This strategy utilizes data to determine the extent and outcomes of public systems and the homeless services system and their interaction with homeless persons.

5. Building a Results Framework. The Implementation Plan establishes a process by which data will be collected and analyzed to determine progress toward the stated outcomes. These outcomes are measurable markers of the achievements of the plan.



Introduction

The Ten Year Plan seeks to end chronic homelessness and reduce homelessness over the next decade by reinvesting and redirecting resources in a coordinated, sustained effort that addresses the underlying causes of homelessness.

This effort will:

- Reduce the number of individuals who become homeless;
- Increase the number of homeless individuals placed into permanent housing;
- Decrease the length and disruption of homeless episodes;
- Provide community based services and supports that prevent homelessness before it happens and diminishes opportunities for homelessness to recur.

The Ten Year Plan explains how the Cape Fear Region will address the complex and perplexing issue of homelessness. This plan: 1) increases the Region's odds of success, 2) helps focus limited resources on outcomes our community says are important, 3) lowers the Region's investment on means or strategies that do not work, and 4) justifies funding for specified results. **The Ten Year Plan** will help those who are homeless and at the same time make the Cape Fear Region a more pleasant and inviting place to work, live and visit.

The Ten Year Plan is a call to action that, when implemented, can radically change the face of homelessness in our community.

When we change direction to ending homelessness, early and comprehensive intervention services at the neighborhood level will prevent homelessness. When we change direction to ending homelessness, no person will be discharged directly from a hospital, foster care, or a jail cell into homelessness.

When we change direction to ending homelessness, the preservation and the increase of affordable housing for those at the lowest income levels will be the priority, not the expansion of the shelter and transitional housing system.

When we change direction to ending homelessness, the role of the shelter system will become one of assessment and triage, not housing and treatment, and staff will provide the assistance necessary to facilitate return to permanent housing as quickly as possible.

When we change direction to ending homelessness, persons who are homeless or near homeless will be a priority population for housing, mental health, substance abuse, and health services provided by the Cape Fear Region.

We must have the courage to change policies, practices, and systems; to redirect resources; develop new and innovative housing and service models; collaborate better with each other; and monitor progress through accountability as we never have before.

Only then can we end homelessness.

"Chronically" homeless is defined as "an unaccompanied, disabled individual who has been persistently homeless for more than a year or who has been homeless for four or more episodes over a period of three years."

The Definition of Homelessness

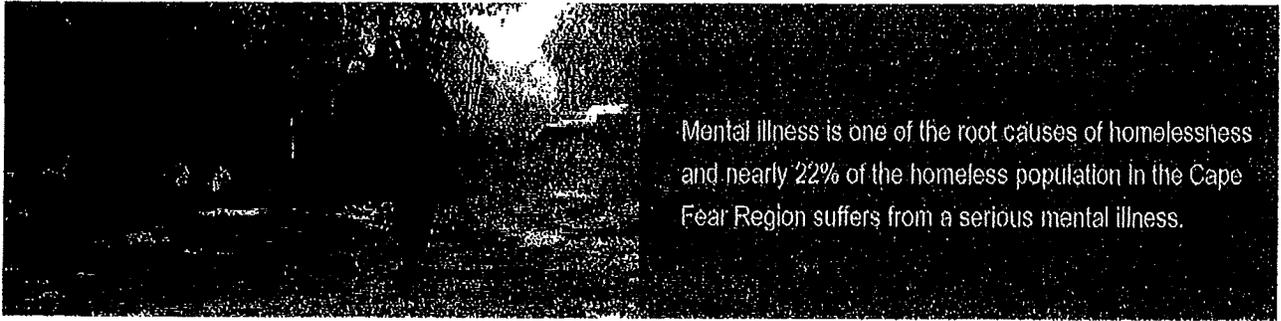
"Chronically" homeless is defined as "an unaccompanied, disabled individual who has been persistently homeless for more than a year or who has been homeless for four or more episodes over a period of three years." Chronically homeless people are highly likely to cycle in and out of housing, the streets, emergency shelters, hospitals, mental health facilities and/or jails for varying periods of time.

A person is considered homeless only when he or she resides in one of the places described below:

- (1) In places not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings (on the street);
- (2) In an emergency shelter;
- (3) In transitional housing for homeless persons who originally came from the streets or emergency shelters;
- (4) In any of the above places but is spending a short time (up to 30 consecutive days) in a hospital or other institution;
- (5) Is being evicted within a week from a private dwelling unit and no subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing;

- (6) Is being discharged within a week from an institution, such as a mental health or substance abuse treatment facility or a jail/prison, in which the person has been a resident for more than 30 consecutive days and no subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing; or
- (7) Is fleeing a domestic violence situation and no subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing.

Some of the root causes of homelessness are unemployment, underemployment, lack of affordable housing, substance abuse/addictions, mental illness, physical disabilities, veterans' post traumatic stress disorder, lack of access to affordable health care and family break-up.



Mental illness is one of the root causes of homelessness and nearly 22% of the homeless population in the Cape Fear Region suffers from a serious mental illness.

Mental Health Reform and Homelessness

Mental illness is one of the root causes of homelessness and nearly 22% of the homeless population in the Cape Fear Region suffers from a serious mental illness. In addition, nearly 30% of North Carolina's total population suffers from a mental health or substance abuse disorder each year; half of these individuals receive no treatment. Mental health reform is underway in North Carolina with the goals of improving access to cost-effective care, choice in treatment, and system accountability. Under the state reform plan, area mental health programs are becoming local management entities (LMEs), separating management and clinical functions, and transitioning clients to other independent or agency-based practice settings. The intent is that many services once provided directly by area programs will be offered by qualified community-based providers contracting with the LMEs. Problems may exist during the transition but eventually many patients once reliant on care at state facilities will be increasingly served by community-based programs. State funded treatment will be targeted to patients with severe mental illnesses and conditions, and less severely ill patients will be able to seek care from primary care providers, human service agencies, and faith communities.

The target population of **The Ten Year Plan** (chronically homeless) is part of the population served by mental health providers. With this in mind, and in order for mental health care providers to serve their homeless clients, local area programs will need to collaborate closely with local community hospitals to assure appropriate services and service linkages are made to those seeking care in emergency departments. In addition, quality patient care will require the development of intensive community support services such as residential programs, psycho-social rehabilitation programs, and client and family outreach services. *Source: Dr. Arthur Costantini, Local Management Entity Area Director, Southeastern Center for MH/DD/SAS, NC Department of Health and Human Services, Division of Mental Health.*

Resolution Endorsing the

10 Year Plan to End Chronic Homelessness and Reduce Homelessness in the Cape Fear Region

WHEREAS, the U.S. Conference of Mayors, the National Association of Counties, and the National League of Cities have passed a resolution supporting 10 Year Plans to End Chronic Homelessness, and

WHEREAS, chronically homeless individuals and families, those with most persistent forms of homelessness, are affected not only by poverty but also by chronic conditions such as mental illness and substance abuse; and

WHEREAS, the abolition of chronic and other forms of homelessness requires collaboration and coordination of resources at all levels of government, together with community institutions, businesses, nonprofits and faith-based organizations, to determine prevention and intervention strategies; and

WHEREAS, city and county governments across the state and nation have begun to develop 10 Year Plans to address, not just chronic homelessness, but all major homeless issues in their community, and

WHEREAS, the discharge of patients back to the community, as part of the State Mental Health Reform, has created an increase of homeless persons throughout the area and has put a greater burden on nonprofits and local government agencies such as Social Services, Health and Law Enforcement; and

WHEREAS, local government, and nonprofit and faith-based organizations are on the front lines of response to homelessness;

WHEREAS, the Steering Committee overseeing the development of the 10 Year Plan to End Chronic Homelessness and Reduce Homelessness in the Cape Fear Region has completed the planning process; and

NOW, THEREFORE, BE IT RESOLVED that the Wilmington City Council approves the 10 Year Plan to End Chronic Homelessness and Reduce Chronic Homelessness in the Cape Fear Region and will work in partnership with regional stakeholders to meet the challenge of implementing this results-oriented 10 Year Plan; and

~~The Wilmington City Council appoint a member of the City Council to serve on a~~
Executive Board to lead the implementation process, with the member having the delegated authority to represent the City Council at Executive Board meetings, and be a conduit between the Executive Board and the City Council, to promote clear and open communication; and

The Wilmington City Council directs the City Manager to appropriate \$90,000 over a two and one half year period to assist with the Administrative Budget for implementation, covering the period January 1, 2008 through June 30, 2010, and appoint a staff person to work with the Community Advisory Committee and staff from other jurisdictions in the Cape Fear Region.

This ____ day of _____.

-Seal-

Mayor

Attest: _____
Clerk to the Board, Secretary

Exhibit

E

Building Site Plan

For

Lakeside Partner Center

Two 2-unit,
single story
buildings
WIHN



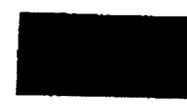
Three 4-unit, two-story
buildings (12 units)
Good Shepherd



Common Building
(one story)

Parking
Lot

Two 4-unit, two-story
buildings (8 units)
WHFD



Exhibit

F

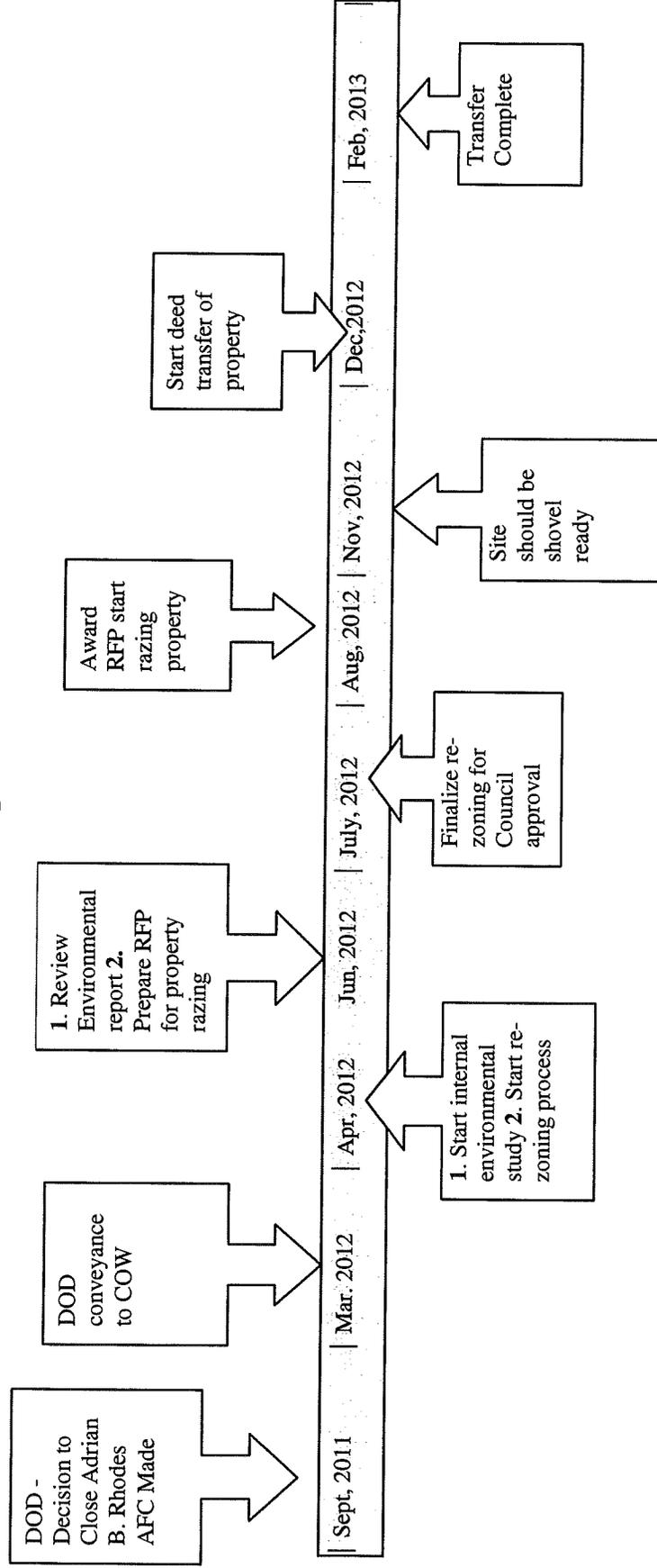
Proposed

Time Line

Of Events

Proposed Timeline For Adrian B. Rhodes AFC

Conveyance**



**Proposed timeline is subject to change/modification pending updated information from the Department of Defense.

Exhibit

G

Proposed

Legal Binding

Agreement

LEGALLY BINDING AGREEMENT FOR REDEVELOPMENT
OF ADRIAN RHODES ARMED FORCES RESERVE CENTER

AGREEMENT made this ___ day of _____, 2010 by the City of Wilmington, a North Carolina municipal corporation (hereinafter “City” or “LRA”), acting as the Local Redevelopment Authority for the former Adrian Rhodes Armed Forces Reserve Center, and Lakeside Partners LLC, a North Carolina non-profit corporation, (hereinafter referred to as “Lakeside Partners”).

WHEREAS, the United States of America (hereinafter “Federal Government”) has determined to close and declare as surplus a certain facility located at 2144 W. Lake Shore Drive, Wilmington, North Carolina consisting of approximately 4.26 acres of land and buildings and commonly referred to as the Adrian Rhodes Armed Forces Reserve Center (hereinafter “Facility” or “Property”) and being more particularly described in Exhibit “A” attached hereto and incorporated herein by reference; and

WHEREAS, the Federal Government has or soon will make the Facility available for civilian reuse pursuant to the Base Closure and Community Redevelopment and Homeless Assistance Act of 1994 (hereinafter “Act”); and

WHEREAS, the Act provides that the local redevelopment authority, that authority or instrumentality established by state or local government and recognized by the Secretary of Defense as the entity responsible for developing the redevelopment plan with respect to the Facility or for directing implementation of the plan, identify interest from homeless providers in the Facility and develop a redevelopment plan for the Surplus Property that balances the economic redevelopment and other development needs of the communities in the vicinity of the Facility with the needs of the homeless in those communities; and

WHEREAS, the City provided notice of the formation of the City of Wilmington as the Local Redevelopment Authority by _____ dated _____ which was recognized by the United States Department of Defense by Notice published in the Federal Register on _____; and

WHEREAS, the LRA developed a Reuse Plan entitled _____ (hereinafter “Initial Plan”), which provided for the redevelopment of the Facility as _____; and

WHEREAS, the LRA’s Plan was approved by the Wilmington City Council on _____ and the application was forwarded to the United States Department of Housing and Urban Development (hereinafter “HUD”) on which review and comment was to occur within 60 days of submission of the Plan pursuant to 24 CFR Part 586, Section 586.35 (a) and (c)(1); and

WHEREAS, the LRA’s Plan was issued a preliminary adverse determination by the United States Department of Housing and Urban Development due to defects in the Plan, specifically the Balance Determination; and

WHEREAS, the LRA conducted a homeless outreach program to fulfill the homeless assistance element. A notice was published in the _____ notifying eligible agencies and homeless providers that Notices of Interest would be accepted for the redevelopment of the Facility; and

WHEREAS, as part of the homeless outreach efforts conducted by the LRA, a workshop was held at the Facility by representatives of the LRA, the Office of Economic Adjustment, and the Department of the Army on _____ to provide a tour of the site and information about the closure process and schedule for receiving proposals from such agencies; and

WHEREAS, the LRA received a proposal from the Lakeside Partners for a homeless assistance program which meets the needs of “homeless people” as defined in 24 CFR Part 586 and 42 USC 11301; and

WHEREAS, the proposal provides for the construction of 24 housing units of permanent supportive rental housing for homeless individuals and families along with office space, common space, laundry facilities and storage; and

WHEREAS, the 10-Year Plan to End Chronic Homelessness and Reduce Homelessness in the Cape Fear Region indicates that there is an urgent need for permanent supportive housing in the area; and

WHEREAS, the Facility is located adjacent to a stable single family neighborhood with affordable housing units and it is important to maintain the integrity of the neighborhood as a single family neighborhood to preserve the affordability of the units and provide a stable environment for the residents of the proposed permanent supportive housing; and

WHEREAS, the Facility is currently zoned R-7 which will permit up to 26 single family dwellings on the property occupied by the Facility, but the property will need to be rezoned to accommodate the mix of housing types included in the proposal; and

WHEREAS, the use of the entire property to provide permanent supportive housing for the homeless is appropriate considering its location; and

WHEREAS, the LRA has submitted a revised Reuse Plan consistent with the Lakeside Partners proposal to HUD for review and comment, a copy of which is attached hereto as Exhibit “B” and incorporated herein by reference (hereinafter “Revised Plan”); and

WHEREAS, the LRA is authorized by G.S. 160A-279 to convey real property to non-profit corporations to carry out a public purpose subject to such covenants and conditions which assure that the property will be put to a public use; and

WHEREAS, this Agreement is entered into to ensure that the Revised Plan submitted by the LRA addresses the needs of the homeless as required by 24 CFR Part 586.

NOW THEREFORE, subject to the terms and conditions of this Agreement, and in consideration of the premises, the respective agreements hereinafter set forth, and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the LRA and the Lakeside Partners agree as follows:

1. Conveyance of Property to Lakeside Partners. The LRA agrees to accept the conveyance of the property from the Federal Government subject to the terms and conditions set forth herein. Upon the conveyance of the property, the LRA shall convey the property and the Lakeside Partners agrees to accept the property subject to the terms and conditions herein. The property shall be used by the Lakeside Partners solely for the purpose of developing permanent supportive housing for the homeless. In particular, the property shall be used for the construction of up to 24 housing units and support facilities described as follows:

- A) Two one-story duplexes (3 bedrooms per unit) of permanent supportive housing for families with children;
- B) Two two-story four-plexes (1 bedroom per unit) of permanent supportive housing for individuals, including one unit for live-in support staff;
- C) Three two-story four-plexes (two with 1 bedroom per unit, one with 2 bedrooms per unit) for individuals, including one unit for live-in support staff; and
- D) A one-story building for shared office space, common space (kitchen, group meeting space, etc.), laundry facilities, and storage.

These eight buildings will be residential in design, and the three one-story buildings will be situated on the perimeter of the property. The two-story buildings will be located toward the interior of the property, providing a very low-impact and attractive profile. The property will be landscaped to further enhance the aesthetic quality of the development, for neighbors and for those using the adjoining facilities (Greenfield Lake Park and the Legion Stadium sports complex). The general location of the one-story and two-story buildings is shown on Exhibit "C" attached hereto and incorporated herein by reference. The LRA understands and agrees that based on the final site plan for the property, the Lakeside Partners may construct less than 24 housing units on the property and the mix of housing types may change; provided any such revised plans will include at least eight units of family housing, and at least four one-story housing units. The location of the two-story units shall not be changed without approval of the LRA. In addition, the final mix of housing types will provide permanent housing for individuals, individuals with disabilities and families with children that shall not be used for temporary or transitional housing.

The LRA understands that the construction of the housing units may be phased by Lakeside Partners based on the availability of funding for the project. The LRA shall cooperate with the Lakeside Partners on the phasing of the project and shall convey the Property to Lakeside Partners as a single tract or multiple tracts depending on the needs of the Lakeside Partners and subject to compliance with local ordinances relating to subdivisions.

The Lakeside Partners shall provide on-site supportive services for the occupants of the housing units including but not limited to case management and counseling consistent with the services described in Exhibit "D" attached hereto and incorporated herein by reference.

2. Conditions to LRA's Acceptance of Conveyance from the Federal Government and Conveyance to Lakeside Partners.

(a) The obligation of the LRA to accept the conveyance of the property from the Federal Government shall be subject to the LRA's determination that the property is suitable for residential purposes as described herein.

(b) The obligations of the LRA to convey the property to the Lakeside Partners shall be subject to the following:

1. The Lakeside Partners shall have submitted a financial plan for the construction of the project and provided evidence to the LRA of a funding commitment for the construction of the initial phase of the units on the property to be conveyed;
2. The Lakeside Partners shall provide to the LRA a phasing plan for the construction of the project showing completion of the project within five (5) years of the date of the conveyance;
3. The Lakeside Partners shall submit a site plan to the City for the development of the project in accordance with the terms of this Agreement; and
4. The Lakeside Partners shall submit a plan to the City for the provision of the supportive services for the project.

3. Conditions to Lakeside Partners' Obligations to Accept Conveyance of the Property. The obligations and liabilities of Lakeside Partners hereunder shall in all respects be conditioned upon the satisfaction of each of the following conditions prior to or simultaneously with the closing, any of which may be waived by written notice from the Lakeside Partners to the LRA.

- a. The conveyance shall be without monetary consideration but shall be subject to the conditions set forth in Paragraph 8 herein.
- b. All buildings, structures, pavement and obstructions shall have been removed from the property so the property is ready for construction of the housing units. The LRA shall complete such work within six (6) months of the conveyance of the property from the Federal Government.
- c. The property shall have been rezoned to permit the construction of the housing units described in Paragraph 1 above.
- d. The LRA shall have provided a survey to the Lakeside Partners, and the survey shall show that there exists no encroachments of buildings on adjacent property onto the property, and no encroachments of any improvements on the property onto adjacent property.

- e. Based on the environmental study completed by the Department of Defense, Lakeside Partners shall be satisfied that there is no environmental contamination on the property that would prevent the use of the property for residential purposes.
- f. A title insurance company acceptable to the Lakeside Partners, shall have issued an Owner's Title Policy Commitment on the property and shall be prepared to issue to Lakeside Partners upon the closing a fee simple Owner's Policy.
- g. All actions, proceedings, instruments and documents required to carry out this contract, or incidental thereto, and all other related matters shall have been approved by counsel for the buyer, whose approval shall not be unreasonably withheld.

4. Cooperation in Planning; Rezoning Application. The LRA and the Lakeside Partners agree to cooperate in defining the conditions and requirements applicable to the development of the site plan for the property. Based on the completion of a site plan to be submitted by Lakeside Partners in compliance with the terms hereof, the City Manager of the LRA shall submit an application to rezone the property to Conditional Use – Multifamily Classification to accommodate the plan.

5. Closing. The closing of the conveyance of the property ("closing") from the LRA to the Lakeside Partners shall be held on a date specified by the Lakeside Partners, which date shall be within sixty (60) days after all buildings, structures and obstructions have been removed from the property as set forth in Section 3b. above. Provided, however, if the phasing plan for the project provides for the subdivision of the property, the conveyance of the various tracts included in the project shall be in accordance with the phasing plan.

6. Title to the Property.

a. Encumbrances. At the Closing, the LRA shall deliver to Lakeside Partners a non-warranty deed conveying to Lakeside Partners a good, indefeasible, fee simple, marketable title to the Property and its appurtenances, said title to be insurable both as to fee and marketability at regular rates by a title insurance company acceptable to the Buyer without exception except as to those matters specifically enumerated in this subparagraph. Said policy shall provide full coverage against mechanics or materialmen's liens, have full survey coverage and shall contain such other special endorsements as Buyer may reasonably require.

The Property and its appurtenances shall be conveyed by the LRA to the Lakeside Partners free and clear of all liens, encumbrances, claims, rights-of-way, easements, leases, restrictions and restrictive covenants except only:

- i. public utility easements, of record in customary form to serve the Property;
- ii. land use regulations and approvals, provided such regulations and approvals do not prohibit or limit the use of the Property for the residential uses described herein.

If, in the opinion of Lakeside Partners' counsel, the LRA's title fails to meet the requirements of this subparagraph, then Lakeside Partners shall have the option of terminating this Agreement.

b. Seller's Affidavit. The LRA shall deliver to Lakeside Partners at Closing the LRA's affidavit setting forth the following: (a) that all work, labor, services and materials furnished to or in connection with the Property have been fully paid for so that no mechanic's, materialmen's or other lien may be properly filed against the Property; (b) that LRA is not the subject of any insolvency or bankruptcy proceeding, nor the subject of any suit or proceeding at law or in equity, or otherwise, the result of which might affect the title to the Property; (c) that the LRA has no knowledge of any violations against the Property, whether filed or threatened, nor of any restrictions against the sale of the Property; and (d) the LRA has no knowledge of any claim or claims made or threatened, the result of which would in any way affect the title to the Property.

7. Closing Costs. LRA shall pay for the preparation of the deed to the Property, and any revenue stamps required to be affixed to the deed in order that the same may be recorded in the New Hanover County Public Registry. Lakeside Partners shall be responsible for the title insurance premium, and the cost of recording the deed and any other instruments to be recorded under the terms of this Agreement with respect to the Property. Except as may otherwise be stated herein, each party shall bear its own expense or expenses, including its own attorneys' fees.

8. Reversion of Title to Property. The LRA's conveyance of the Property to the Lakeside Partners shall be specifically subject to the Lakeside Partners complying with the following covenants and conditions:

a. The Lakeside Partners shall develop and use the Property as permanent supportive housing for the homeless as described in Paragraph 1. The Lakeside Partners shall comply with the approved phasing plan in the construction of the housing, but, in any event, construction shall be completed within five (5) years of the date of the conveyance.

b. The Lakeside Partners shall provide supportive services at the property.

c. The Lakeside Partners shall operate and maintain the Property in compliance with all applicable laws, ordinances, building codes and the City of Wilmington Minimum Housing Code. .

In the case of the breach or violation of any of these covenants and in the event Lakeside Partners fails to cure or institute a cure of the breach or violation within ninety (90) days after written demand by the LRA to the Lakeside Partners so to do or within any further extension thereof that may be granted by the LRA in its sole discretion, then the LRA, at its option, may declare that all estate, conveyed under the Deed relating to the phase that is the subject of the breach or violation shall cease and determine, title and fee simple to the same shall revert to and become re-vested in the LRA or its successors or assigns who shall be entitled to and may of right enter upon and take possession of the Property. The terms of such right of reversion shall

be included in the Deed to the Property. The decision as to when a reversion of the property occurs shall be considered and made by the Wilmington City Council at a regularly scheduled meeting after giving Lakeside Partners thirty (30) days written notice of such meeting.

Any such reversion of title to the LRA shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage or deed of trust required for the construction of the project.

If the LRA exercises its rights under this Section 8 and the Property reverts back to the LRA, or if the Agreement is terminated pursuant to Section 6, the LRA shall, take appropriate steps to facilitate the utilization of the Property by other homeless housing providers and to provide the appropriate homeless support services. The term "appropriate steps" shall mean providing reasonable public notice of at least ninety (90) days to homeless service providers in the vicinity of the Property of the types of programs that may qualify as appropriate homeless housing and support services, and negotiating in good faith with homeless providers that respond to said notice. If the LRA is unable to reach agreement with a successor homeless provider or providers following good faith negotiations, the LRA shall have no further obligations hereunder.

9. Performance Reports. The Lakeside Partners shall make an annual performance report to the LRA on compliance with the purposes and conditions of this Agreement. The initial performance report shall be due on January 31 following the year in which the conveyance occurs and annually thereafter.

10. Environmental Renegotiation Clause. In the event that an environmental review of the Facility indicates that the Property is not usable for residential purposes, the LRA shall request the Federal Government to correct the environmental conditions so that the Property may be used in accordance with this Agreement. If the environmental condition can not be corrected so that the property can be used for residential purposes, the LRA and the Lakeside Partners agree to meet and negotiate in good faith for the conveyance of other vacant surplus property owned by the LRA which may be used for the construction of housing in accordance with the Revised Plan.

11. Dispute Resolution. The LRA and the Lakeside Partners shall use their best efforts to resolve any disputes by informal discussions and negotiations between executive officers of the parties. In the event such discussions and negotiations are unsuccessful, the parties may agree to submit the matter to mediation in accordance with the rules for mediation in the North Carolina Superior Court.

12. Survival of Provisions. All the terms, conditions, representations and agreements contained herein shall, as applicable, survive the Closing and the delivery of the deed and other documents for such period of time as shall be deemed necessary to the full performance of this Agreement.

13. Notices. Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been given when deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

Local Redevelopment Authority:
Sterling B. Cheatham
City Manager
City of Wilmington
P.O. Box 1810
Wilmington, N.C. 28402

Lakeside Partners:

Either party may, from time to time, by notice as herein provided, designate a different address to which notice to it shall be sent.

14. Independent Contractor. It is mutually agreed that Lakeside Partners is an independent contractor and not an agent of the LRA, and as such the Lakeside Partners shall not be entitled to any LRA employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

15. Conflict of Interest. No paid employee of the LRA shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this agreement.

16. Non-Waiver of Rights. It is agreed that the LRA's failure to insist upon the strict performance of any provision of this agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this agreement.

17. Assignment of Agreement. It is mutually agreed by the parties hereto that this agreement is not transferable by either party without the written consent of the other party to this agreement. It is understood and agreed, however, that the Lakeside Partners may be expanded to include additional non-profit corporations engaged in providing housing for the homeless.

18. Entire Agreement. The agreement constitutes the entire understanding of the parties.

19. Binding Effect. The agreement shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent contractors, and subcontractors of the parties.

20. Continuing Obligation. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the agreement.

21. Reference. Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the agreement.

22. Interpretation. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard.

23. Saving Clause. If any section, subsection, paragraph, sentence, clause, phrase or portion of this agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

24. Amendments. This agreement shall not be modified or otherwise amended except in writing signed by the parties.

25. Non-Discrimination. Lakeside Partners will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability or national origin. To the extent applicable, Lakeside Partners will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives

promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement and may result, at LRA's option, in a termination or suspension of this agreement in whole or in part.

IN WITNESS WHEREOF, the LRA and the Lakeside Partners have caused this Agreement to be executed by their duly authorized officers.

City of Wilmington

By: _____
Bill Saffo, Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

Lakeside Partners, LLC

By: _____
President

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, the undersigned Notary Public, do hereby certify that Penelope Spicer-Sidbury personally appeared before me, and who being duly sworn, says that she knows the common seal of the City of Wilmington and is acquainted with Bill Saffo, Mayor, of the City of Wilmington, and that Penelope Spicer-Sidbury is Clerk of the City of Wilmington and saw the said Bill Saffo, Mayor, of the City of Wilmington, sign the foregoing instrument, and saw the common seal of said City of Wilmington affixed to said instrument by said Mayor that she, the said Penelope Spicer-Sidbury, Clerk as aforesaid, signed her name in attestation of the due execution of said

instrument in the presence of said Mayor of the City of Wilmington. I certify that Penelope Spicer-Sidbury personally appeared before me this day and I have personal knowledge of the identity of Penelope Spicer-Sidbury.

Witness my hand and notarial seal, this the ____ day of _____, 2010.

My Commission Expires:

Notary Public

Printed Name

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, _____, a Notary Public, certify that _____, personally came before me this day and acknowledged that he (she) is President of _____, a non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name and sealed with its corporate seal.

Witness my hand and official seal, this the ____ day of _____, 2010.

My Commission Expires:

Notary Public

Printed Name