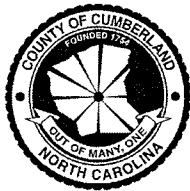


KENNETH S. EDGE
Chairman

W. MARSHALL FAIRCLOTH
Vice Chairman

GLENN B. ADAMS
JEANNETTE M. COUNCIL
CHARLES E. EVANS
JIMMY KEEFE
LARRY L. LANCASTER



CUMBERLAND
★ COUNTY ★
NORTH CAROLINA

BOARD OF COMMISSIONERS

CANDICE WHITE
Clerk to the Board

KELLIE BEAM
Deputy Clerk

MEMORANDUM

TO: Facilities Committee Members (Commissioners Adams, Keefe & Lancaster)

FROM: Kellie Beam, Deputy Clerk to the Board

DATE: May 29, 2015

SUBJECT: Facilities Committee Meeting – June 4, 2015

There will be a regular meeting of the Facilities Committee on Thursday, June 4, 2015 at 8:30 AM in Room 564 of the Cumberland County Courthouse.

AGENDA

1. Approval of Minutes – May 7, 2015 Regular Meeting **(Pg. 2)**
 2. Consideration of Lease Terms for Dorothy Spainhour Facility **(Pg. 9)**
 3. Consideration of Professional Services Agreement with McGill Associates for Bragg Estates Sewer Project **(Pg. 11)**
 4. Consideration of Public Utilities Policy Regarding Delinquent Account Collections **(Pg. 12)**
 5. Discussion of CIP Items Associated with Crown Coliseum Complex **(Pg. 15)**
 6. Review of Courthouse Space Utilization Layout **(Pg. 18)**
 7. Consideration of Disposition of the Wells House **(Pg. 19)**
 8. Update on Offer of Lamar Companies to Lease or Purchase Sites of Existing Billboards **(Pg. 20)**
 9. Other Items of Business **(NO MATERIALS)**
- cc: Board of Commissioners
County Administration
County Legal
County Department Head(s)
Sunshine List

DRAFT

ITEM NO. 1

CUMBERLAND COUNTY FACILITIES COMMITTEE
COURTHOUSE, 117 DICK STREET, 5TH FLOOR, ROOM 564
MAY 7, 2015 - 8:30 A.M.
MINUTES

MEMBERS PRESENT: Commissioner Glenn Adams
Commissioner Jimmy Keefe
Commissioner Larry Lancaster (arrived at 8:50 a.m.)

COMMISSIONERS PRESENT:
Commissioner Marshall Faircloth

OTHERS PRESENT: Amy Cannon, County Manager
James Lawson, Deputy 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
Jeffery Brown, Engineering and Infrastructure Director
Vicki Evans, Finance Accounting Manager
Amy Hall, Administrative Program Officer
Steve Fleming, Fleming & Associates
Candice White, Clerk to the Board
Kellie Beam, Deputy Clerk to the Board
Press

Commissioner Glenn Adams called the meeting to order.

1. APPROVAL OF MINUTES – APRIL 2, 2015 REGULAR MEETING

MOTION: Commissioner Keefe moved to approve the minutes.
SECOND: Commissioner Adams
VOTE: UNANIMOUS (2-0)

2. CONSIDERATION OF APPROVAL OF AN AMENDMENT TO THE
EASTOVER/NORCRESS SANITARY SEWER INTERLOCAL AGREEMENT

BACKGROUND:

The Interlocal Agreement dated October 14, 2002, by and between the County of Cumberland (County), the Cumberland County Board of Education (CCBE), NORCRESS Water and Sewer District (NORCRESS), Eastover Sanitary District (ESD) and Public Works Commission of the City of Fayetteville (PWC) stated that the allocated

DRAFT

capacity of the Eastover approach main that serves both ESD and NORCRESS is one million gallons per day (GPD). PWC has recently completed flow modeling on the approach main and the tests show that there is an additional 180,000 GPD unallocated in the line. NORCRESS has requested from the other entities involved to acquire the additional unallocated capacity in the approach main. The other entities involved to acquire the additional unallocated capacity in the approach main. The other entities have approved to allow NORCRESS the additional unallocated capacity. The amendment is the first step in moving forward in being able to provide a sewer connection to Kansas City Sausage Company without decreasing the existing allocated capacity to either ESD or NORCRESS. The next step will be to develop an agreement between the NORCRESS governing board and Kansas City Sausage Company for an agreement to connect. The approval of this agreement will be placed on a future Facilities Committee agenda. This agreement will outline any costs, as well as, any proposed improvements/upgrades to the existing NORCRESS system.

RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee approve the Interlocal Agreement First Amendment to Eastover/NORCRESS Sanitary Sewer Extension Agreement and place it on the agendas of the May 18, 2015, Board of Commissioners and the NORCRESS Water and Sewer District meeting.

Jeffery Brown, Engineering and Infrastructure Director, reviewed the background information and recommendation above. Questions and discussion followed. Commissioner Adams stated he feels this agreement is a win-win situation for all the entities and will help Sampson County.

MOTION: Commissioner Keefe moved to recommend to the full board approval of the Interlocal Agreement First Amendment to Eastover/NORCRESS Sanitary Sewer Extension Agreement.
SECOND: Commissioner Adams
VOTE: UNANIMOUS (2-0)

3A. CONSIDERATION OF APPROVAL OF THE BULLARD CIRCLE WATER EXTENSION INTERLOCAL AGREEMENT

BACKGROUND:

The Public Utilities Division is in the process of extending a PWC waterline to the Bullard Circle area through a special assessment. In moving forward, an interlocal agreement between PWC and the County is needed to identify each party's roll in this project, to include each entities contribution of 25% of the total project cost and PWC accepting the lines after completion of construction.

DRAFT

RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee approve the Interlocal Agreement Bullard Circle Waterline Extension and place it on the agenda of the May 18, 2015, Board of Commissioners meeting.

Mr. Brown reviewed the background information and recommendation recorded above. Mr. Brown stated the Bullard Circle community came to the County looking for answers as to the contaminated drinking water wells due to high levels of naturally occurring arsenic in the deep water wells. Mr. Brown stated the County has already approved a resolution to move forward with this project and approve the preliminary assessment roll.

Mr. Brown stated a Professional Services Contract has been approved for the design of the project and that all necessary easements have been acquired. Mr. Brown stated in order to proceed with this project the County will have to do an interlocal agreement with PWC that stipulates the requirements for Cumberland County and PWC.

Mr. Brown stated the resolution is set up where the County cannot ask the property owners to pay more than 50% of the overall cost of the project based on the preliminary assessment the Board of Commissioners approved. Rick Moorefield, County Attorney, stated PWC's obligation is 25% of the main cost and the County will be responsible for the remaining costs. Mr. Brown stated there are existing FIF credits to offset the difference the property owners will have to pay to connect to the water.

MOTION: Commissioner Adams moved to recommend to the full board approval of the Interlocal Agreement Bullard Circle Waterline Extension.

SECOND: Commissioner Lancaster

VOTE: UNANIMOUS (3-0)

3B. CONSIDERATION OF APPROVAL OF BIDS FOR THE CONSTRUCTION OF THE BULLARD CIRCLE WATER EXTENSION PROJECT

BACKGROUND:

The Public Utilities Division will receive bids on May 5, 2015, for the contractor that will install the waterlines in the Bullard Circle area project. The lowest bid will be known and submitted to the May Facilities Committee.

RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee accept the bids for the construction of the Bullard Circle waterline extension, award a contract to the lowest, responsive bidder, establish a contingency amount based off the price to be used for additional work recommended

DRAFT

by the Engineering and Infrastructure Director and approved by the County Manager and place it on the agenda of the May 18, 2015 Board of Commissioners agenda.

Mr. Brown reviewed the background information and recommendation recorded above. Mr. Brown stated the bids were opened on May 5, 2015, at 2:00 p.m. for the Bullard Circle water extension project. Mr. Brown stated the low bid was Autry Grading at \$255,238.65 which is significantly lower than anticipated. Mr. Brown stated he is asking the Facilities Committee to accept the bids as is from Autry Grading and establish a 10% contingency and move forward to the full board.

MOTION: Commissioner Keefe moved to recommend to the full board to accept the lowest bid from Autry Grading in the amount of \$255,238.65 and establish a 10% contingency for the Bullard Circle Water Extension Project.

SECOND: Commissioner Lancaster

VOTE: UNANIMOUS (3-0)

4. CONSIDERATION OF APPROVAL OF THE RATE STRUCTURE FOR THE KELLY HILLS/SLOCOMB ROAD WATER AND SEWER DISTRICT

BACKGROUND:

The Public Utilities Division is in the process of taking over the billing from PWC for the Kelly Hills/Slocomb Road customers per the revised interlocal agreement dated September 24, 2014. The interlocal agreement will have the County paying \$4.1267 per 1,000 gallons for sewer treatment and basic operation and maintenance costs. The current rate structure for the District is set-up as the “prevailing flat rate charged by the sewer service provider”, which is \$52.74 per month, sewer service provider billing services charge of \$2.00 and Kelly Capital Reserve Fund fee of \$2.10 for a total monthly charge of \$56.84

The total charge for sewer users would be \$51.74 per month, the breakdown would be as follows; \$39.74 for sewer usage, \$10.00 for availability fee and \$2.00 for administration fee.

RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee approve the rate structure for the Kelly Hills/Slocomb Road Water and Sewer District to go into effect once the Public Utilities Division begins billing the customers and place it on the agendas of the May 18, 2015, Board of Commissioners and Kelly Hills/Slocomb Road Water and Sewer District meetings.

DRAFT

Mr. Brown reviewed the background information and recommendation as recorded above. Mr. Brown stated an amendment to the interlocal agreement was brought to the full board in September 2014. Mr. Brown further stated prior to the amendment to the agreement PWC took care of the billing for the Kelly Hills Sewer District. Mr. Brown stated during that time if the customers did not pay their bill PWC would charge the County because the contract was written to the fact that the County would be responsible for outstanding charges that the customers did not pay.

Mr. Brown stated the proposed rate structure for Kelly Hills Sewer District will have a flat rate structure of \$52.74 so a majority of customers will see a decrease in their sewer bill. Mr. Brown further stated a few customers that are PWC customers that are billed off of sewer usage may see a slight rate increase.

Mr. Brown stated the goal is for the County to take over the billing for the Kelly Hills Sewer District by July 1, 2015. Mr. Brown further stated the County will have the ability to install an elder valve which will cut off sewer service for nonpayment. Mr. Brown explained this interlocal agreement will give the County more control to exercise authority over the sewer system.

Commissioner Adams stated once the County handles the billing he feels it will put the County in a better position to attempt to collect for nonpayment of sewer services. Commissioner Adams further stated he feels an internal policy needs to be in place that lays out the guidelines of the elder valve and explains at what point the elder valve will be put in when a customer has not paid.

MOTION: Commissioner Lancaster moved to recommend to the full board approval of the proposed rate structure for the Kelly Hills/Slocomb Road Water and Sewer District to include an internal policy in reference to the elder valve to go into effect once the Public Utilities Division begins billing the customers.

SECOND: Commissioner Keefe

VOTE: UNANIMOUS (3-0)

5. PRESENTATION ON THE RESULTS OF THE ROOF/BUILDING ENVELOPE ASSESSMENT

BACKGROUND:

At the Board of Commissioners meeting on October 20, 2014, the Board approved the award of a Professional Services Contract to Fleming & Associates, for the completion of a roof and building envelope (exterior) assessment of all County-owned facilities. The purpose of this assessment was to identify any deficiencies with the roofs and building envelopes of County facilities and the associated costs to correct the identified deficiencies.

DRAFT

At this time, the County has not received the final report from Fleming & Associates, but the County has received the costs to repair the deficiencies identified from the assessments conducted by the consultant.

RECOMMENDATION:

The Facilities Committee is not being asked to take action at this time. The purpose of this item was to provide the Committee an update on the project.

Mr. Brown reviewed the background information and recommendation as recorded above. Mr. Brown introduced Steve Fleming from Fleming & Associates who was responsible for the evaluations of the roofs and exterior walls at County facilities.

Mr. Brown reviewed the results of the roof/building envelope assessment. Mr. Brown stated an RFQ was issued in August 2014 and the top firms were interviewed in September 2014. Mr. Brown stated Fleming & Associates was the firm selected and a Professional Services Contract was awarded by the Board of Commissioners on October 20, 2014. Mr. Brown reviewed the recommendations of the estimated roof costs and exterior wall costs over the next five years.

Commissioner Adams stated he thinks Jeffery Brown needs to attend the CIP meetings at the Crown Coliseum.

Ms. Cannon stated the County has set aside about a half a million dollars per year for roofing based on an assessment completed 12-15 years ago and there will be some discussion about the roof/building envelope assessment at the upcoming budget work sessions.

No action taken.

6. UPDATE ON OFFER OF LAMAR COMPANIES TO LEASE OR PURCHASE SITES OF EXISTING BUILDINGS

BACKGROUND:

On April 2, 2015, the Facilities Committee heard a request from the county attorney to bring the existing purported leases of the billboard sites fronting the MLK Freeway and Ramsey Street on the DSS property into compliance with the statutory requirements.

As an update, Lamar has offered to purchase the Ramsey Street site separated from the DSS parking lot by the railroad tracks for \$65,000. It will be necessary to obtain subdivision approval from the City of Fayetteville for the County to sell this site. Lamar is pursuing subdivision approval.

DRAFT

Lamar wishes to continue to lease the MLK Freeway site with a rent increase to \$3,000 annually for a nine year lease term. The county attorney is recommending that the transaction be structured as a license to use the property rather than as a lease with a termination clause by which either party can terminate the license upon six months' notice and with the license fee to be renegotiated every three years.

RECOMMENDATION:

The county attorney recommends that the Facilities Committee recommend these transactions to the full Board at such time as the subdivision is approved and the license agreement is drafted.

Mr. Moorefield reviewed the background information and recommendation as recorded above.

Commissioner Adams stated the consensus of the Facilities Committee is for Mr. Moorefield to draft the license agreement and bring back both sites to the next Facilities Committee meeting in June.

No action taken.

7. OTHER ITEMS OF BUSINESS

No other items of business.

MEETING ADJOURNED AT 9:34 AM.

AMY H. CANNON
County Manager

JAMES E. LAWSON
Deputy County Manager



CUMBERLAND
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ITEM NO. 2

MELISSA C. CARDINALI
Assistant County Manager

W. TRACY JACKSON
Assistant County Manager

OFFICE OF THE COUNTY MANAGER

MEMO FOR THE AGENDA OF THE JUNE 4, 2015 FACILITIES COMMITTEE MEETING

TO: FACILITIES COMMITTEE
FROM: JAMES LAWSON, DEPUTY COUNTY MANAGER
TRACY JACKSON, ASSISTANT COUNTY MANAGER *TJ*
DATE: MAY 26, 2015
SUBJECT: CONSIDERATION OF LEASE TERMS FOR DOROTHY SPAINHOUR
FACILITY

Requested by: James Lawson, Deputy County Manager
Presenter(s): James Lawson, Deputy County Manager
Tracy Jackson, Assistant County Manager
Estimate of Committee Time Needed: 15 Minutes

BACKGROUND

During the March 5, 2015 Special Meeting of the Board of Commissioners, an update was provided regarding the Dorothy Spainhour facility located at 223 Hull Road. Easter Seals United Cerebral Palsy (UCP) is a nonprofit agency currently housed in the 12,310 square foot building. They provide children's educational and therapeutic day services in a developmentally appropriate environment for infants, toddlers and preschoolers requiring specialized care, including autistic clients. These services are unique and unavailable elsewhere in the region.

These services are similar to those provided by the former Cumberland County Mental Health Local Management Entity (LME) until 2004 when the LME divested of this service. At that time, the LME established an agreement with Easter Seals UCP to utilize the Spainhour facility for the specific and sole purpose of continuing developmental day services for children, with the understanding that Easter Seals UCP would pay utility costs and provide ongoing maintenance for the building. Under this arrangement, they have been able to sustain this critical service within a limited budget.

Easter Seals UCP continues to be the only certified developmental day center in our region. The Spainhour Center is also the largest Easter Seals Center in North Carolina, with a staff of 30 serving up to 92 enrollees, including approximately 30 referrals from the Cumberland County School System. They are also the only agency providing year-round, full-day child care, before and after school, including the Summer. They fill a gap in our community by supplementing childcare needs for the Partnership for Children, and clients who are no longer eligible for DSS childcare subsidies.

Tracy Jackson and I have been in discussions with Mr. Mark Germann, Community Director for Easter Seals/UCP, and Amanda Hurlburt, Spainhour Site Manager regarding their operations,

financial condition and terms for a lease agreement. Mr. Germann has indicated that due to their budgetary constraints, additional costs incurred by Easter Seals/UCP would probably create financial difficulties, and likely result in a reduction of their services in our community. A review of their financial data reflects an uncertain trend from year-to-year that widely varies from end-of-year shortfalls to break-even to surplus. Mr. Germann indicates that Easter Seals UCP North Carolina & Virginia, Inc. and Affiliate have had to take on some debt in order to help sustain their operations.

CONSIDERATIONS

In considering reasonable lease terms for the Easter Seals UCP to continue operations in the Spainhour facility, the following should be taken into account:

- Community impact; critical nature and lack of alternative resources for this specialized service.
- Services were previously under the umbrella of Cumberland County.
- Spainhour facility has been generally maintained in a structurally sound condition.
- Over the past 5 years, Easter Seals UCP has spent an average of over \$37,000 annually for utilities and maintenance; recently covered \$13,000 cost of replacing an aging HVAC unit.
- Easter Seals UCP's financial condition.

RECOMMENDATION

Consider whether to extend a 3-year agreement with the Easter Seals/UCP to remain in the Dorothy Spainhour Center located at 223 Hull Road with the following requirements:

- Continue the same developmental day programs and services currently provided; Cumberland County must receive 30 days advance notice of changes in services.
- Maintain responsibility for utility costs and ongoing maintenance of the facility to the County's standard; this includes building and grounds; HVAC, plumbing, electrical and telephone systems; parking area, playground and fencing. Any replacement of mechanical equipment or proposed renovation must be coordinated through the County for approval.
- Provide annual financial statements
- Be subject to periodic facility inspections conducted by the County; and correct any noted deficiencies within a reasonable timeframe.
- Payment of an annual \$1 lease rate.

cc: County Management Team
Rick Moorefield, County Attorney
Vicki Evans, Finance Director
Jeffery Brown, Engineering and Infrastructure Director



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ENGINEERING & INFRASTRUCTURE DEPARTMENT

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**MEMO FOR THE AGENDA OF THE JUNE 4, 2015
MEETING OF THE FACILITIES COMMITTEE**

TO: FACILITIES COMMITTEE MEMBERS
FROM: JEFFERY BROWN, PE, E & I DIRECTOR
THROUGH: AMY H. CANNON, COUNTY MANAGER
DATE: MAY 26, 2015
SUBJECT: CONSIDERATION OF PROFESSIONAL SERVICES
AGREEMENT WITH MCGILL ASSOCIATES FOR BRAGG
ESTATES WATER AND SEWER PROJECT
Requested by: AMY HALL, ADMINISTRATIVE PROGRAM OFFICER
Presenter(s): JEFFERY BROWN, PE, E & I DIRECTOR
Estimate of Committee Time Needed: 10 MINUTES

BACKGROUND:

The Bragg Estates Water and Sewer (BEWS) District has received notification from the USDA Rural Development of their intent to fund the installation of sewer within the District. The application may be completed on the basis of a Rural Utilities Service (RUS) loan not to exceed \$497,000, a RUS grant not to exceed \$1,453,000 and a contribution from Cumberland County of \$50,000 for a total project cost of \$2,000,000. The next step in moving forward with the application is to hire an engineer for the design, bidding and construction oversight of the wastewater collection system. A Request for Qualifications (RFQ) for Engineering Services for the Bragg Estates Sewer Project was sent out to engineering firms in December 2014, with responses received on January 9, 2015. A selection committee was formed and tasked with evaluating the Qualification Statements submitted by the engineering firms responding to the RFQ. An evaluation matrix was used to evaluate the written qualification statements and a numerical score was assigned to each engineering firm. McGill Associates was selected by the committee to complete the design, bidding and construction oversight for the BEWS District.

RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee approve the Professional Services Agreement with McGill Associates and place it on the agendas of the June 15, 2015 Board of Commissioners and Bragg Estates Water and Sewer District meetings for approval.



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**MEMO FOR THE AGENDA OF THE JUNE 4, 2015
MEETING OF THE FACILITIES COMMITTEE**

TO: FACILITIES COMMITTEE MEMBERS
FROM: JEFFERY BROWN, PE, E & I DIRECTOR
THROUGH: AMY H. CANNON, COUNTY MANAGER
DATE: MAY 26, 2015
SUBJECT: CONSIDERATION OF PUBLIC UTILITIES POLICY
REGARDING DELINQUENT ACCOUNT COLLECTIONS
Requested by: AMY HALL, ADMINISTRATIVE PROGRAM OFFICER
Presenter(s): JEFFERY BROWN, PE, E & I DIRECTOR
Estimate of Committee Time Needed: 10 MINUTES

BACKGROUND:

The purpose of the Delinquent Account Policy is to set forth uniform collection actions for all of the Cumberland County Water and Sewer Districts. The policy establishes the steps that will be taken should an account become delinquent. The policy will be for all existing and future Water and Sewer Districts created by Cumberland County Board of Commissioners.

RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee approve the Delinquent Account Policy and place it on the agenda of the June 15, 2015 Board of Commissioners meeting for approval.

Cumberland County Public Utilities Division Delinquent Account Policy

The Public Utilities Division will take the following steps to collect past due payments from the customers:

Water Customers and Sewer Customers with Elder Valves

1. Send a cutoff notice (certified and regular mail) informing the customer that payment needs to be paid by 5:00 PM the day prior to the cutoff date stated on the notice. In addition, the customer will receive a door hanger at the service address on the day prior to the cutoff date stated on the notice.
2. If no payment is made, the customer will then be disconnected from the service. Service will not be restored until all outstanding bills and charges are paid, and all service or reconnection charges are paid in accordance with the rate currently in effect and approved by the Board of Commissioners of Cumberland County.
3. For sewer customers, the Environmental Health Division of the Cumberland County Health Department will be notified that sewer service has been disconnected which in turn may render the residence uninhabitable.
4. Accounts delinquent over 90 days and in excess of \$50.00 will be submitted to the NC Debt Set-Off program, which will allow the County to retrieve monies owed through income tax returns and lottery winnings.
5. Accounts delinquent in excess of \$200 will then be sent to Small Claims Court to seek judgment against the customer.
6. Any returning customer with a previous debt and who is legally responsible shall be required to pay the debt before being allowed to sign up for a new service.

Sewer Customers without Elder Valves

1. Send a cutoff notice (certified and regular mail) informing the customer that payment needs to be paid by 5:00 PM the day prior to the cutoff date stated on the notice. In addition, the customer will receive a door hanger at the service address on the day prior to the cutoff date stated on the notice.
2. If no payment is made, Public Utilities staff will then place a work order to have an elder valve installed to disconnect the service. Service will not be restored until all outstanding bills and charges are paid, and all service or reconnection charges are paid in accordance with the rate currently in effect and approved by the Board of Commissioners of Cumberland County.

Cumberland County Public Utilities Division Delinquent Account Policy

3. The Environmental Health Division of the Cumberland County Health Department will be notified that sewer service has been disconnected which in turn may render the residence uninhabitable.
4. Accounts delinquent over 90 days and in excess of \$50.00 will be submitted to the NC Debt Set-Off program, which will allow the County to retrieve monies owed through income tax returns and lottery winnings.
5. Accounts delinquent in excess of \$200 will then be sent to Small Claims Court to seek judgment against the customer.
6. Any returning customer with a previous debt and who is legally responsible shall be required to pay the debt before being allowed to sign up for a new service.

Customers Not Connected and Only Paying Availability Fee

1. Accounts delinquent over 90 days and in excess of \$50.00 will be submitted to the NC Debt Set-Off program, which will allow the County to retrieve monies owed through income tax returns and lottery winnings.
2. Accounts delinquent in excess of \$200 will then be sent to Small Claims Court to seek judgment against the customer.
3. Any returning customer with a previous debt and who is legally responsible shall be required to pay the debt before being allowed to sign up for a new service.

AMY H. CANNON
County Manager

JAMES E. LAWSON
Deputy County Manager



ITEM NO. 5


MELISSA C. CARDINALI
Assistant County Manager

W. TRACY JACKSON
Assistant County Manager

OFFICE OF THE COUNTY MANAGER

**MEMO FOR THE AGENDA OF THE JUNE 4, 2015
MEETING OF THE FACILITIES COMMITTEE**

TO: FACILITIES COMMITTEE MEMBERS

FROM: W. TRACY JACKSON, ASST. COUNTY MANAGER 

THROUGH: AMY H. CANNON, COUNTY MANAGER

DATE: JUNE 1, 2015

SUBJECT: DISCUSSION OF CIP ITEMS ASSOCIATED WITH THE CROWN COLISEUM COMPLEX

Presenter(s): W. Tracy Jackson, Asst. County Manager
Jeffrey Brown, PE, Engineering & Infrastructure Director

Estimate of Committee Time Needed: 15 Minutes

BACKGROUND

In consultation with Heery International, PC, staff has recently identified a number of basic maintenance and repair items associated with the Crown Coliseum Complex that should be included in the Capital Improvement Projects Plan. Addressing these items in a timely manner is viewed as taking a proactive step towards handling various compliance issues which have been recently identified. Many of these items can be addressed utilizing in-house labor while some items may have to be contracted. County staff will be utilized where possible to complete the work that needs to be done. In all, the total cost of completing the attached list of maintenance and repair items is not expected to exceed \$74,500.

Along these lines, staff wishes to make the Facilities Committee aware of two individuals employed by the County that have responsibility for ADA-related concerns. John Holmes with the Human Resources Department handles the processing of ADA-related grievances involving Cumberland County while Jeffrey Brown, Engineering and Infrastructure Director, is charged with reviewing any ADA issues involving County facilities.

RECOMMENDATION/PROPOSED ACTION:

Staff recommends including the attached list and associated costs as part of the Capital Improvement Projects Plan so that work can begin without delay.

CROWN MAINTENANCE AND REPAIR ITEMS

Submitted to be Included in the Capital Improvement Projects Plan

June 4, 2015

Repair & Maintenance Item	Location(s)	Est. Cost
Lower the mounting height of fifty (50) soap dispensers and towel dispensers and repair wall(s)	Coliseum & Expo	\$11,200
Fix (5) protruding electrical panels	Expo and Arena	\$4,000
Obtain and install forty (40) new handicap parking signs into asphalt or concrete	Site	\$12,000
Demolish and reinstall eight (8) curbs and/or sidewalks to accommodate new curb ramps	Site	\$16,000
Place 1,500 linear feet of 6" wide painted striping in parking lots	Site	\$10,000
Improve elevator lighting and signage	Coliseum	\$1,600
Adjust grab bars and toilet paper dispensers in water closets	Coliseum & Expo	\$3,100
Replace damaged hardware in toilet stalls	Coliseum	\$4,000
Replace and adjust non-compliant grab bars in toilet stalls	Coliseum & Expo	\$2,000
Lower one () urinal by 1"	Coliseum	\$500
Provide pipe protection in laboratories	Coliseum & Expo	\$2,000
Lower bathroom mirrors (cost could be less if floor length mirrors are installed)	Coliseum & Arena	\$4,500
Relocate shower stall controls & replace one shower spray unit	Coliseum	\$800
Reverse door swing on handicap stalls and dressing rooms so they swing out	Coliseum	\$1,500
Relocate fold-out diaper changing table to a new location	Arena	\$300
Relocate signage that was mounted too high	Coliseum	\$1,000
		\$74,500



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**MEMO FOR THE AGENDA OF THE JUNE 4, 2015
MEETING OF THE FACILITIES COMMITTEE**

TO: FACILITIES COMMITTEE MEMBERS
FROM: JEFFERY BROWN, PE, E & I DIRECTOR
THROUGH: AMY H. CANNON, COUNTY MANAGER
DATE: MAY 28, 2015
SUBJECT: REVIEW OF COURTHOUSE SPACE UTILIZATION
Requested by: AMY H. CANNON, COUNTY MANAGER
Presenter(s): JEFFERY BROWN, PE, E & I DIRECTOR

Estimate of Committee Time Needed: 10 MINUTES

BACKGROUND:

At the conclusion of the Facilities Committee in May, Chairman Adams asked if the County had an existing layout of the Courthouse indicating how the space was being utilized on each floor. It was communicated that the County had space allocation layouts on some of the floors but that they needed to be updated and that it would take some time to compile the information for the floors that were missing. This space utilization layout of each floor will be completed early next week in time to be presented during the Committee meeting scheduled for June 4th.

RECOMMENDATION/PROPOSED ACTION:

The Facilities Committee is not being asked to take action. This purpose of this item was to inform the Committee as to how space within the Courthouse is currently being utilized.



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ENGINEERING & INFRASTRUCTURE DEPARTMENT

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**MEMO FOR THE AGENDA OF THE JUNE 4, 2015
MEETING OF THE FACILITIES COMMITTEE**

TO: FACILITIES COMMITTEE MEMBERS
FROM: JEFFERY BROWN, PE, E & I DIRECTOR
THROUGH: AMY H. CANNON, COUNTY MANAGER
DATE: MAY 28, 2015
SUBJECT: CONSIDERATION OF DISPOSITION OF THE WELLS HOUSE
Requested by: AMY H. CANNON, COUNTY MANAGER
Presenter(s): JEFFERY BROWN, PE, E & I DIRECTOR

Estimate of Committee Time Needed: 10 MINUTES

BACKGROUND:

During the March 5th Budget Work Session, it was recommended to the Board of Commissioners that the Wells House located at 111 Bradford Avenue be considered for demolition based on the facility's current condition and utilize the vacant space to expand the existing paved parking lot that serves 109 Bradford Avenue. Funding has been included in the FY16 budget for demolition. To demolish the structure the following steps along with the projected timeframes will have to be taken.

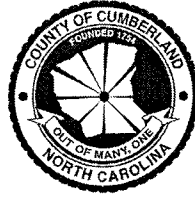
Complete Asbestos Survey on the Structure	30 days
Advertise and Award Demolition Project	45 days
Complete Demolition	30 days
Survey, Design, and Permit Parking Lot Area	60 days
Advertise and Award Construction Project	45 days
Complete Construction Project	45 days

If approved, the Engineering & Infrastructure Department would anticipate beginning this process in July 2015.

RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee approve the demolition of the Wells House based upon the above schedule, to utilize the vacant space for the expansion of the existing paved parking for 109 Bradford Avenue and place it on the agenda of the June 15, 2015 Board of Commissioners meeting for approval.

RICKEY L. MOOREFIELD
County Attorney



ITEM NO. 8

PHYLLIS P. JONES
Assistant County Attorney

ROBERT A. HASTY, JR.
Assistant County Attorney

OFFICE OF THE COUNTY ATTORNEY

5th Floor, New Courthouse • P.O. Box 1829 • Suite 551 • Fayetteville, North Carolina 28302-1829
(910) 678-7762

**MEMO FOR THE AGENDA OF THE JUNE 4, 2015,
MEETING OF THE FACILITIES COMMITTEE**

TO: Board of Commissioners; Co. Manager; Jeffrey Brown; Doug Noble (for the Lamar Companies)
FROM: Co. Atty. *R. Moorefield*
DATE: June 1, 2015
SUBJECT: Update on Offer of Lamar Companies to Lease or Purchase Sites of Existing Billboards

Requested by Facilities Committee
Estimate of Time Needed: 5 minutes
Attachments: Proposed License Agreement

BACKGROUND:

At its May meeting the Facility Committee expressed interest in simply licensing both parcels on which the Lamar billboards are located instead of selling the triangular portion in the intersection of Ramsey St. and the MLK Expressway. A draft license agreement for both parcels is attached for the Committee's consideration.

RECOMMENDATION/PROPOSED ACTION:

The county attorney requests that the Facilities Committee consider whether a license for the use of these parcels is its preference, as opposed to the option of selling subdividing and selling the parcel that is separated from the DSS campus by the railroad tracks.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is hereby made and entered into this _____ day of _____, 2015, by and between THE COUNTY OF CUMBERLAND, (hereinafter referred to as the "LICENSOR," and THE LAMAR COMPANIES, a _____ corporation authorized to conduct business in North Carolina (hereinafter referred to as the "LICENSEE").

W I T N E S S E T H;

WHEREAS, LICENSOR is the fee simple owner of certain real property located in Cumberland County, North Carolina, as more particularly identified in Exhibit "A", attached hereto and by reference made a part hereof; and

WHEREAS, LICENSEE desires to use a portion of LICENSOR's property for the purpose of maintaining a (static)(digital) billboard which is owned by LICENSEE and has been located on this property for a number of years; and

WHEREAS, LICENSOR agrees to grant, and LICENSEE agrees to accept, a LICENSE for the aforementioned purpose.

NOW, THEREFORE, for and in consideration of the terms, conditions and mutual covenants contained herein and other good and valuable consideration received by each party, the sufficiency of which are hereby acknowledged, LICENSOR and LICENSEE hereby agree as follows:

1. LICENSOR hereby grants LICENSEE, its agents, servants and assigns the right, privilege and license to use the property described in Exhibit "A" (License Area) to inspect, alter, improve, maintain, and repair the (static)(digital) billboard advertising sign located thereon; and attain ingress and egress to and upon said License Area for the purpose of exercising the rights, privileges and license granted herein.
2. This License is granted for a term not to exceed ten (10) years commencing on _____ and shall continue in full force and effect thereafter until terminated by LICENSOR or LICENSEE upon six (6) months written notice.
3. LICENSEE shall pay LICENSOR an annual License Fee to be paid in advance each year by the anniversary date of the License Term. The initial License Fee shall be _____. The License Fee shall be renegotiated every three years with such renegotiated License Fee to take effect on the fourth and eighth year's anniversary date of the License Term.
4. LICENSOR retains the right to use the License Area in any manner not inconsistent with the rights herein granted to LICENSEE provided, however, that the LICENSOR shall not disturb the billboard in any way without prior approval by the LICENSEE.

5. The LICENSEE expressly acknowledges and accepts its responsibility under applicable North Carolina law for loss, damage, or injury to persons or property, arising out of or resulting from the authorized use of the License Area, unless, however, such claim or demand shall arise out of or result from the negligence or willful misconduct of LICENSOR, its servants, agents, employees, or assigns.
6. Neither LICENSOR nor LICENSEE shall have any responsibility to each other in the event of any damage to or theft of any equipment or property of the other party except if caused by the gross negligence or willful misconduct of such party, and the party incurring such loss shall look to its own insurance coverage, if any, for recovery in the event of any such damage, loss or theft.
7. LICENSEE agrees that any and all work performed in the License Area and in association with the purposes of this License shall be done in a good, safe, workmanlike manner and in accordance with applicable federal, state, and local statutes, rules, regulations and ordinances.
8. In the event LICENSEE shall not make any alterations to the License Area without the prior written consent of LICENSOR, which consent shall not be unreasonably withheld. LICENSOR may refuse to allow any such alteration if in LICENSOR'S judgment such alteration would adversely affect LICENSOR'S use of the License Area or its adjoining property.
9. LICENSEE'S failure to pay the annual License Fee, or comply with any other provision of this License shall constitute default. In the event LICENSEE fails to cure any such default within a reasonable period of receiving written notice of such default from LICENSOR, then LICENSOR shall have the right to terminate the License herein granted with respect to the applicable License Area and pursue any other remedies available at law or in equity.
10. Upon termination of this License Agreement, LICENSEE shall, within a reasonable time and at LICENSEE's sole cost and expense, remove the billboard and all equipment, accessories, and materials owned by LICENSEE from the License Area and restore said License Area as nearly as practicable to its condition prior to the granting of the License.
11. The License Area is of such configuration and is not of such size as to justify, in the opinion of the parties, entering into a formal lease and/or sublease covering the License Area. The parties have therefore entered into this License Agreement which, the parties recognize, is not dispositive of all matters and issues that may arise during the License period with respect to the License Area. As and when issues and matters arise during the course of the License Period that are not definitively controlled by the provisions of this License Agreement, the parties shall act reasonably and in good faith endeavor to adjust and resolve such issues and matters.
12. This License Agreement shall be governed by and construed in accordance with the laws of North Carolina.

13. LICENSEE acknowledges that LICENSOR has made no warranty nor given any assurance to LICENSEE as to the suitability of the License Area for LICENSEE'S purposes.

IN WITNESS WHEREOF, the undersigned parties have executed this License Agreement on the day and year first above written.

LICENSOR: CUMBERLAND COUNTY

By:

Amy Cannon, County Manager

Attest:

Candice White, Clerk to the Board

LICENSEE: THE LAMAR COMPANIES

By:

Printed Name: _____

Title: _____

Attest:

Printed Name: _____

Title: _____