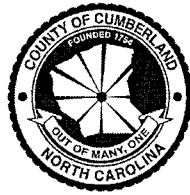


W. MARSHALL FAIRCLOTH
Chairman

GLENN B. ADAMS
Vice Chairman

JEANNETTE M. COUNCIL
KENNETH S. EDGE
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 (Chairman Adams, Edge, Evans and Keefe)
FROM: Kellie Beam, Deputy Clerk to the Board **KB**
DATE: August 25, 2016
SUBJECT: Facilities Committee Meeting – September 1, 2016

There will be a regular meeting of the Facilities Committee on Thursday, September 1, 2016 at 8:30 AM in Room 564 of the Cumberland County Courthouse.

AGENDA

1. Approval of Minutes – August 4, 2016 Facilities Committee Regular Meeting **(Pg. 2)**
2. Discussion Regarding Status of Winding Creek Chiller **(Pg. 8)**
3. Consideration of Approval of Parking Lot Lease Agreement Renewal with the First Presbyterian Church of Fayetteville **(Pg. 9)**
4. Other Items of Business **(NO MATERIALS)**

cc: Board of Commissioners
County Administration
County Legal
County Department Head(s)
Sunshine List

DRAFT

CUMBERLAND COUNTY FACILITIES COMMITTEE
COURTHOUSE, 117 DICK STREET, 5TH FLOOR, ROOM 564
AUGUST 4, 2016 - 8:30 A.M.
MINUTES

MEMBERS PRESENT: Commissioner Glenn Adams
Commissioner Charles Evans
Commissioner Kenneth Edge

MEMBERS ABSENT: Commissioner Jimmy Keefe

COMMISSIONERS PRESENT:
Commissioner Larry Lancaster
Commissioner Jeannette Council

OTHERS PRESENT: Amy Cannon, County Manager
James Lawson, Deputy County Manager
Tracy Jackson, Assistant County Manager
Melissa Cardinali, Assistant County Manager
Sally Shutt, Governmental Affairs Officer
Rick Moorefield, County Attorney
Vicki Evans, Finance Director
Jeffery Brown, Engineering & Infrastructure Director
Deborah Shaw, Budget Analyst
Heather Harris, Budget Analyst
Kim Cribb, Budget Analyst
Jeremy Aagard, Fayetteville Swampdogs
Lew Handelsman, Fayetteville Swampdogs
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 -- JUNE 2, 2016 FACILITIES COMMITTEE MEETING

MOTION: Commissioner Edge moved to approve the minutes as presented.
SECOND: Commissioner Evans
VOTE: UNANIMOUS (3-0)

2. CONSIDERATION OF APPROVAL OF WINDING CREEK FACILITY RENOVATION BID

DRAFT

BACKGROUND:

At the February 1, 2016 Board of Commissioners meeting, the Board approved an agreement with Alliance Behavioral Healthcare regarding the proposed improvements to the portion of property the organization currently leases at the Winding Creek Facility located at 711 Executive Place. As part of that agreement, Alliance Behavioral Healthcare has agreed to pay for improvements estimated to be \$1,300,000.

Formal bids are scheduled to be received on August 1, 2016 at 2:00 p.m. for the proposed renovations at the Winding Creek Facility for Alliance Behavioral Healthcare. The received bids will be presented to the Facilities Committee on August 4, 2016 along with the certified bid tab provided by the project architect with a recommendation to award a contract to the lowest responsible and responsive bidder. The Committee will also be asked to establish a contingency amount for the project.

RECOMMENDATION/PROPOSED ACTION

The Engineering and Infrastructure Director along with County Management recommended that the Facilities Committee approve the following recommendations and forward to the Board of Commissioners for consideration at its August 15, 2016 meeting.

1. Award a contract to the lowest responsible and responsive bidder.
2. Establish a contingency amount to be used for additional work recommended by the E&I Director and approved by the County Manager.



Bid Tabulation for Cumberland County
Winding Creek Interior Renovations for Alliance Behavioral Healthcare
Architect's Project Number: 01602.000

<i>General Contractors</i>	<i>Base Bid w/substantial completion date of 03/10/17</i>	<i>Cost of Plumbing</i>	<i>Cost of Mechanical</i>	<i>Cost of Electrical</i>	<i>Alt. 1 Add work associated with replacing DDC Panels</i>	<i>Alt. 2 Add work associated with Workroom Cabinetry</i>	<i>Base Bid plus Alternates</i>
Construction Systems Inc.	\$753,000	\$17,500	\$92,962	\$219,200	\$5,465	\$11,550	\$770,015
Hayes Inc.	\$598,849	\$4,550	\$92,962	\$223,000	\$5,465	\$11,793	\$616,107
M&E Contracting, Inc.	\$634,857	\$26,060	\$92,962	\$223,000	\$6,510	\$12,844	\$654,211
Player, Inc.	\$715,000	\$26,060	\$92,962	\$223,000	\$5,000	\$11,500	\$731,500
Shaw Construction Company, Inc.	\$719,000	\$26,060	\$92,962	\$219,200	\$6,800	\$13,427	\$739,227

DRAFT

Jeffery Brown, Engineering and Infrastructure Director reviewed the background information, certified bid tab and recommendation as recorded above.

MOTION: Commissioner Edge moved to recommend to the full board approval to award a contract to Hayes, Inc. for \$616,107 and establish a \$106,000 contingency amount to be used for additional work recommended by the Engineering and Infrastructure Director and approved by the County Manager.

SECOND: Commissioner Evans

VOTE: UNANIMOUS (3-0)

3. CONSIDERATION OF APPROVAL OF EXTENSION OF J.P. RIDDLE STADIUM LEASE TO HOMETOWN SPORTS AMERICA, INC.

BACKGROUND

Hometown Sports America, Inc. wishes to renew an existing lease agreement with Cumberland County for J.P. Riddle Stadium located at 2823 Legion Road in Fayetteville. This agreement will expire December 31, 2016. The lease includes J.P. Riddle Stadium, all associated parking, and related facilities for use as a home field for the Fayetteville Swampdogs Baseball Team. The lease terms would be as follows: up to four (4) consecutive one (1) year terms; annual rent shall be in the amount of \$12,000; the lessee shall maintain current concession rights; the lessor will pay utilities with the lessee paying a flat sum of One Hundred Fifty Dollars (\$150.00) per game in-season for any sponsored event at which baseball games are played and Two Hundred Fifty Dollars (\$250.00) per month, each month no games are played, during the off-season. Maintenance responsibilities will be split as agreed upon in the current lease agreement.

RECOMMENDATION/PROPOSED ACTION

Staff recommends approval of the intent to lease and required advertising. It is proposed that staff would subsequently bring a resolution to the Board of Commissioners at their September 19, 2016 meeting with a second and final resolution, and the actual lease agreement, being brought to the Board of Commissioners at their October 3, 2016 meeting.

Tracy Jackson, Assistant County Manager, reviewed the background information and recommendation as recorded above.

Commissioner Edge stated he would like to see the certificate of insurance. Mr. Jackson stated he would have that information available by the August 15, 2016 full board meeting.

DRAFT

MOTION: Commissioner Edge moved to recommend to the full board approval of the intent to lease and required advertising regarding the J.P. Riddle Stadium lease to Hometown Sports America, Inc. extension with the insurance information being provided at the regular board meeting on August 15, 2016.

SECOND: Commissioner Evans

VOTE: UNANIMOUS (3-0)

4. CONSIDERATION OF APPROVAL OF A LEASE AGREEMENT RENEWAL FOR THE WILLIAMS SOLID WASTE CONTAINER SITE

BACKGROUND:

The Solid Waste Department operates the Williams Container site located at 5746 Kennel Road, Eastover, NC. Cumberland County leases the property for this site from Mr. Charlie Wayne Williams. This container site has been in operation for over thirty years at the same location, and it is important that this site remain open in order to provide the necessary service to the citizens within the surrounding community. The current lease agreement is set to expire on September 30, 2016.

The property owner has agreed to renew the lease with Cumberland County for an additional five years with the only change being the lease amount. The current lease amount is \$3,500 for the full five-year lease agreement which is to be paid promptly after the execution of the lease agreement. The new agreement proposes an increase to the lease amount to \$4,000. The Solid Waste Department will be able to absorb the increased cost of the agreement in its FY17 Budget.

RECOMMENDATION/PROPOSED ACTION:

The Interim Solid Waste Director along with County Management recommends that the Facilities Committee approve the lease renewal and forward it to the Board of Commissioners for its consideration at their August 15, 2016 meeting.

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF CUMBERLAND

THIS LEASE AGREEMENT, made and entered into this ____ day of _____, 2016 by and between CHARLIE WAYNE WILLIAMS, of Cumberland County, North Carolina, party of the first part, hereinafter called OWNER, and CUMBERLAND COUNTY, party of the second part, hereinafter called COUNTY.

WITNESSETH:

DRAFT

That subject to the terms and conditions herein contained, the OWNER does hereby lease and let unto the COUNTY, and the COUNTY accepts as LESSEE, that certain tract or parcel of land in Eastover Township, Cumberland County, North Carolina, being described as follows:

Containing 0.31 acres, more or less.

BEGINNING at a point, said point being the point of intersection of the southern margin of State Road No. 1821 (60 feet right-of-way) and the eastern margin of A.C. Williams First Tract Property Line as recorded in Deed Book 398, Page 298 Cumberland County Registry; and running thence with the eastern margin of said A.C. Williams Property South 07 degrees 30 minutes West 75.78 feet to a point; thence North 74 degrees 15 minutes West 185.89 feet to a point; thence North 15 degrees 45 minutes East 75.00 feet to a point in the southern margin of said State Road No. 1821 South 74 degrees 15 minutes East 175.00 feet to the point and place of BEGINNING and containing 0.31 acres more or less and being a part of Tract No. 1 described in a Deed recorded in Deed Book 3034, page 709, of the Cumberland County Registry.

To have and to hold said lands for the term and upon the conditions as follows:

I.

The term of this lease shall be for a period of five (5) years beginning on October 1, 2016 unless sooner terminated by mutual agreement of the parties herein or if continued performance by either or both parties will result in a violation of any county, state or federal law. The COUNTY is granted the option to renew this lease for an additional period of five (5) years upon the same terms and conditions as herein contained by its payment of the same rental rate provided for in paragraph III thirty (30) days prior to expiration of the original term.

II.

The COUNTY will use this property for the purpose of maintaining a solid waste container site on said property with the necessary solid waste containers, ramps, pads, driveways, and fences for public use.

III.

The rental to be paid by the COUNTY to OWNER for said property shall be FOUR THOUSAND DOLLARS (\$4,000.00) for the full five (5) year lease term which shall be paid promptly after the execution of this lease agreement.

IV.

The COUNTY agrees to accept the said property in its present condition and make all improvements required to place said solid waste containers on property.

V.

The COUNTY will maintain said property in an orderly manner.

DRAFT

VI.

At the expiration of this lease or any renewal term, the COUNTY shall remove any pads, ramps, fences, fill, or other materials placed on said property by the COUNTY if so required by the OWNER.

VII.

The OWNER warrants that he is the owner of the above described property, and has the authority to enter into this Lease.

VIII.

The County agrees that it shall indemnify and hold harmless the OWNER from any claims for damages, to either persons or property, made by the employees, agents or contractors of the County arising out of or in connection with the County's operation in maintaining the Solid Waste Container Site on said property.

IX.

This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of interest provisions thereof.

X.

This Agreement may be modified only by an instrument duly executed by the parties or their respective successors in interest.

IN WITNESS WHEREOF, this instrument is duly executed the day and year first above written.

Mr. Brown reviewed the background information, recommendation and lease agreement as recorded above.

MOTION: Commissioner Evans moved to recommend to the full board approval of the Williams Container Site Solid Waste Lease Agreement Renewal.

SECOND: Commissioner Edge

VOTE: UNANIMOUS (3-0)

5. OTHER ITEMS OF BUSINESS

There were no other items of business.

MEETING ADJOURNED AT 8:45 AM.



CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

ENGINEERING & INFRASTRUCTURE DEPARTMENT

Engineering Division · Facilities Management Division · Landscaping & Grounds Division · Public Utilities Division

**MEMO FOR THE AGENDA OF THE SEPTEMBER 1, 2016
MEETING OF THE FACILITIES COMMITTEE**

TO: FACILITIES COMMITTEE MEMBERS
FROM: JEFFERY P. BROWN, PE, E & I DIRECTOR
THROUGH: TRACY JACKSON, ASSISTANT COUNTY MANAGER
DATE: AUGUST 25, 2016
SUBJECT: STATUS OF WINDING CREEK CHILLER
Requested by: JEFFERY P. BROWN, PE, E & I DIRECTOR
Presenter(s): JEFFERY P. BROWN, PE, E & I DIRECTOR
Estimate of Committee Time Needed: 10 MINUTES

BACKGROUND:

The Facilities Management Division of Engineering & Infrastructure has identified significant issues with the 90 ton chiller that serves the Winding Creek Facility at 711 Executive Place. This chiller contains two separate circuits with each circuit containing two compressors. One of the compressors on one circuit has failed and the other circuit has a compressor that is in the process of failing. Maintenance staff has done everything possible over the last few weeks to prevent a sudden failure of the remaining compressor. This facility is equipped with a secondary 25 ton chiller however it does not have the capacity to cool the entire building. This entire facility is leased to tenants and by contract the County is responsible for adequate maintenance and operation of the HVAC system.

Engineering and Infrastructure staff is in the process of evaluating repair and/or replacement options at the current time, and our goal is to present these options along with a recommendation to the Facilities Committee at its September 1st meeting, but staff may not have the information it needs from HVAC engineers by September 1st. It is important to make the Committee aware of the situation in case there is a need to bring a recommendation directly to one of the regularly scheduled Board of Commissioners' meetings in September as this is a critical facility issue.

RECOMMENDATION/PROPOSED ACTION:

It is uncertain at the current time if the Facilities Committee will be asked to take any formal action on this item; however it is imperative to make the committee aware of the situation and possible solutions that are being evaluated.

AMY H. CANNON
County Manager

JAMES E. LAWSON
Deputy County Manager



MELISSA C. CARDINALI
Assistant County Manager

W. TRACY JACKSON
Assistant County Manager

OFFICE OF THE COUNTY MANAGER

MEMO FOR THE AGENDA OF THE SEPTEMBER 1, 2016 MEETING OF THE FACILITIES COMMITTEE

TO: FACILITIES COMMITTEE MEMBERS

FROM: W. TRACY JACKSON, ASST. COUNTY MANAGER

THROUGH: AMY H. CANNON, COUNTY MANAGER

DATE: AUGUST 25, 2016

SUBJECT: CONSIDERATION OF A PARKING LOT LEASE AGREEMENT RENEWAL WITH THE FIRST PRESBYTERIAN CHURCH OF FAYETTEVILLE

Requested By: W. Tracy Jackson, Asst. County Manager

Presenter(s): W. Tracy Jackson, Asst. County Manager

Estimate of Committee Time Needed: 10 Minutes

BACKGROUND

Cumberland County presently leases parking lot space from the First Presbyterian Church of Fayetteville with an entrance off Person Street. Use of this particular parking lot has been monitored over time, and it appears the lot is used most heavily Monday through Friday between 9 a.m. and 12 p.m., but usage drops dramatically after noon with the parking lot hardly being used in the afternoons.

The terms of the current lease are as follows:

- The lot is available for public use between the hours of 7 a.m. and 7 p.m. Monday – Friday.
- The lease does not have a specific end date and auto-renews November 1st of each year.
- The lease was initiated at an annual rate of \$20,400 with a 3% increase in the rate each successive year. The lease amount for FY16 was \$23,424.16.

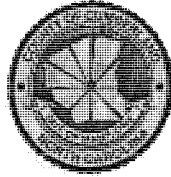
Staff has provided a notice of intent (please see attached letter) to the First Presbyterian Church as per the termination provisions of the lease agreement. Also attached is a copy of the current lease agreement.

RECOMMENDATION/PROPOSED ACTION:

This information is presented for the purpose of discussion in order to revisit the need for this lease under the current terms. Notice was given to the lessee as required in the event the Committee wishes to take further action.

AMY H. CANNON
County Manager

JAMES E. LAWSON
Deputy County Manager



CUMBERLAND
★ COUNTY ★
NORTH CAROLINA

MELISSA C. CARDINALI
Assistant County Manager

W. TRACY JACKSON
Assistant County Manager

OFFICE OF THE COUNTY MANAGER

91 7108 2133 3939 1164 0476

August 3, 2016

First Presbyterian Church of Fayetteville
Attn.: Joan Daughtry, Operations Director
Post Office Box 569
Fayetteville, NC 28302

To Whom It May Concern,

As per Item #2 contained in the Parking Lot Lease between Cumberland County and the First Presbyterian Church of Fayetteville, Cumberland County is providing notice of its intent to terminate this lease with at least sixty (60) days advance notice and not renew the lease at the forthcoming annual auto-renewal date of November 1, 2016.

The topic of the lease renewal will be reviewed by the Board of Commissioners' Finance Committee at their next regularly scheduled meeting on September 8, 2016.

Please contact me if you have any questions.

Respectfully,

Amy H. Cannon,
County Manager

CM080316-1

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND



PARKING LOT LEASE

This Lease Agreement made and entered into this 10th day of March 2011, by and between First Presbyterian Church of Fayetteville, North Carolina, Inc., and Cumberland County, a body politic and corporate of the State of North Carolina;

WITNESSETH:

WHEREAS, the County of Cumberland, hereinafter referred to as "COUNTY", wishes to obtain additional overflow parking space to accommodate persons conducting business in the Courthouse; and

WHEREAS, the First Presbyterian Church of Fayetteville, North Carolina, Inc., Bow and Ann Streets, Fayetteville, North Carolina 28302, hereinafter referred to as "CHURCH", has parking spaces in excess of its immediate need which it desires to lease to the COUNTY.

NOW THEREFORE, the COUNTY and the CHURCH, in consideration of the mutual benefits to be derived hereunder, agree as follows:

1. The CHURCH leases to the COUNTY, and the COUNTY leases from the CHURCH, the areas identified as "A" and "B" on the attached plat [the "space"]. The COUNTY shall use the space for parking by COUNTY employees and the public using the COUNTY Courthouse during the weekdays (Monday through Friday) from 7 a.m. until 7 p.m. The CHURCH reserves the right to use the space at all other times.
2. This lease shall continue for successive one year terms commencing on November 1, 2010, until terminated by either party giving notice to the other party of its desire to terminate sixty (60) days in advance of the termination.
3. Ingress and egress to the space shall be strictly limited to the Person Street entrance.
4. The COUNTY will pay the CHURCH for the initial term an annual rental of Twenty Thousand, Four Hundred Dollars (\$20,400), payable in advance equal monthly installments on the first of each month commencing on November 1, 2010. The annual rent shall increase 3% for each successive renewal term on November 1.
5. The COUNTY will use signs to indicate the location of the leased premises and will be responsible for traffic control, mowing, landscaping, and cleaning and maintenance, including re-striping of parking spaces and re-asphalting when necessary. The CHURCH

will maintain the existing outdoor lighting and pay the utilities expense for the existing lighting.

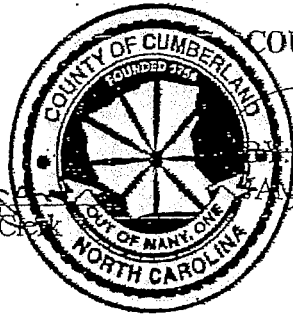
6. The COUNTY agrees to indemnify and hold harmless the CHURCH from and against all losses, claims, or damages of any kind whatsoever out of the use by the COUNTY, its employees, or licensees.
7. In addition to the annual rent, the COUNTY shall pay any county property taxes or county fees assessed or charged against the space by the COUNTY.

IN AGREEMENT hereto, the parties intending to be bound hereby have authorized the affixing of their signatures and seals by their duly authorized officers on their behalf and as their respective acts.

This the 10th day of March, 2011.

ATTEST

BY: Marie Colgan
MARIE COLGAN, Clerk



COUNTY OF CUMBERLAND

James Martin
JAMES MARTIN, County Manager

ATTEST

BY: Patsy S. Markham
(Asst.) Secretary

FIRST PRESBYTERIAN CHURCH OF
FAYETTEVILLE, NORTH CAROLINA, INC.

BY: J. Mills

This lease prepared by R. Moorefield, March 2, 2011.

Approved for legal sufficiency.

R. Moorefield
County Attorney

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

Amy H. Cannon
Finance Officer

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, Cynthia A. Tucker, a Notary Public for said County and State certify that MARIE COLGAN personally appeared before me this day and acknowledged that she is the Clerk to the Board of County Commissioners of the County of Cumberland, a body politic and corporate of the State of North Carolina, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its County Manager, JAMES MARTIN, sealed with its corporate seal and attested by herself as the County Clerk.

WITNESS my hand and notarial seal this the 10th day of March, 2011.

Cynthia A. Tucker
Notary Public

My Commission Expires: 06/05/2015

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, Joan R. Daugherty, a Notary Public for said County and State certify that Patsy S. Markham personally appeared before me this day and acknowledged that she/he is Secretary of First Presbyterian Church of Fayetteville, North Carolina, Inc., and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by her/him as its Secretary.

WITNESS my hand and notarial seal this the 14th day of March, 2011.

Joan R. Daugherty
Notary Public

My Commission Expires: 2-14-13

