

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 Agard, 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

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

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.

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:

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.

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.