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JEANNETTE M. COUNCIL
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JIMMY KEEFE
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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 and Lancaster)

FROM: Kellie Beam, Deputy Clerk to the Board

DATE: August 28, 2015

SUBJECT: Facilities Committee Meeting – September 3, 2015

There will be a regular meeting of the Facilities Committee on Thursday, September 3, 2015 at 8:30 AM in Room 564 of the Cumberland County Courthouse.

AGENDA

1. Approval of Minutes – August 6, 2015 Regular Meeting (**Pg. 2**)
2. Consideration of Lease Agreement with Fellowship Health Resources (**Pg. 7**)
3. Update Regarding Alliance Behavioral Healthcare Winding Creek Office Space (**Pg. 16**)
4. Update on Surplus Property (**Pg. 17**)
5. 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 6, 2015 - 8:30 A.M.
MINUTES

MEMBERS PRESENT: Commissioner Glenn Adams
Commissioner Jimmy Keefe
Commissioner Larry Lancaster

COMMISSIONERS PRESENT:
Commissioner Kenneth Edge

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 and Public Information
Officer
Rick Moorefield, County Attorney
Jeffery Brown, Engineering and Infrastructure Director
Vicki Evans, Finance Accounting Manager
Tammy Gillis, Internal Audit
Deborah Shaw, Finance Accountant
Mick Noland, PWC Chief Operations Officer
Jim Lyde, NC Division of Forest Resources
Craig Gottfried, NC Division of Forest Resources
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 4, 2015 REGULAR MEETING

MOTION: Commissioner Keefe moved to approve the minutes.
SECOND: Commissioner Lancaster
VOTE: UNANIMOUS (3-0)

2. UPDATE ON THE PWC INTERBASIN APPEAL BY MICK NOLAND, PWC
CHIEF OPERATIONS OFFICER

BACKGROUND:

Mr. Mick Noland, PWC Chief Operations Officer of the Water Services Division, will be providing an update on the PWC Interbasin Appeal at the August 6, 2015 Facilities Committee meeting.

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RECOMMENDATION

Receive the update regarding the PWC Interbasin Appeal.

Mr. Noland distributed and discussed the following Cary/Apex Interbasin Transfer (IBT) Timeline to the Facilities Committee:

September 30, 2013:	Notice of intent to modify IBT Certificate
November 24, 2014:	Public meeting held in Fayetteville to explain Jordan Lake Allocation & IBT process
December 18, 2014:	Environmental Assessment (EA)/Finding of No Significant Impact (FONSI) available for review for additional 9 million gallons per day (MGD) transfer.
January 7, 2015:	Public hearing on IBT request held in Apex
January 22, 2015:	Public hearing on IBT request held in Fayetteville (46 attended)
February 5, 2015:	Deadline to submit comments on the EA
March 12, 2015:	Environmental Management Commission (EMC) approves the transfer of an additional 9 MGD out of the Cape Fear River Basin
May 5, 2015:	Petition for a contested case hearing filed by the City of Fayetteville and the Public Works Commission of the City of Fayetteville
June 15, 2015:	Pre-hearing statement filed with OAH
June 18, 2015:	Motion to intervene by Cary and Apex
June 30, 2015:	Letters to Cape Fear Public Utilities, Lower Cape Fear Water and Sewer, Harnett County and Cumberland County inquiring about their interest in participating in the hearing.
July 13, 2015:	Request for admissions, interrogatories and production of documents (Discovery) sent to DENR/EMC
July 20, 2015:	Motion to Intervene granted for Towns of Apex and Cary
August 13, 2015:	Informal settlement meeting with OAH
August 17, 2015:	DENR/EMC's Discovery Responses due to City of Fayetteville and the Public Works Commission of the City of Fayetteville
February 2016:	Tentative date for Hearing

Commissioner Adams thanked Mr. Noland and PWC for staying on top of this issue and stated this is definitely important to this community.

For information only. No action taken

3. CONSIDERATION OF APPROVAL OF THE RADIO TOWER AGREEMENT WITH NC DIVISION OF FOREST RESOURCES

BACKGROUND:

The Emergency Management Department was contacted by the NC Division of Forest Resources to see if Cumberland County had available radio tower space for installation of

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an antenna. Their existing agreement for the tower on Palestine Road has expired and their goal is to find a more centrally located site within Cumberland County to provide better radio communication coverage. The Emergency Management Department then contacted the Engineering & Infrastructure Department to discuss the possibility of the Forestry Service using available space on the tower located atop of the County facility located at 109 Bradford Avenue, the former Mental Health Building.

There is available space on one of the existing towers located at the facility and there is actually an existing VHF antenna that is currently not in service that the Forestry Division utilized to test the communication coverage. It was determined from the test that this location did indeed meet their needs and it was also determined that their antenna would not have a negative impact on the existing communication antennas, as their antenna will be on a different frequency from the existing antennas. The use of the available space on the tower will provide more effective and efficient services to the citizens of Cumberland County without any negative impact to existing operations.

This was initially presented and approved by the Facilities Committee on November 6, 2014, however there was liability language within the tower agreement that the County Attorney requested to be changed after it was presented. Therefore, it was determined that this should be brought back to the Committee for review and approval.

RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director along with County Management recommend that the Facilities Committee approve the use of available space on the radio tower located atop of 109 Bradford Avenue for the purposes of the NC Division of Forest Resources operating a radio antenna and forward it to the Board of Commissioners for its consideration at their August 17, 2015 meeting.

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

MOTION: Commissioner Lancaster moved to recommend to the full board approval of the use of available space on the radio tower located atop of 109 Bradford Avenue for the purposes of the NC Division of Forest Resources operating a radio antenna.

SECOND: Commissioner Keefe

VOTE: UNANIMOUS (3-0)

4. DELI FRANCHISE AGREEMENT UPDATE

BACKGROUND:

In 2011, Cumberland County entered into a franchise agreement allowing the Happy Deli to provide food services at two County-owned facilities. That particular agreement was

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set to expire in 2014, but during the November 6, 2014, Facilities Committee Meeting, a motion was made by Commissioner Edge to recommend to the full board consideration of approval to extend the franchise agreement for operation of the Courthouse and DSS snack bars until September 15, 2015 and then look into bidding it out. In addition, the committee requested that our Internal Auditor complete a compliance review based upon the franchise agreement, and for County Management to pursue a discussion with the Happy Deli regarding acceptance of debit/credit cards and other suggested changes.

RECOMMENDATION/PROPOSED ACTION:

Consider the development of an RFQ process for a deli franchise that will service the Courthouse and DSS.

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

Tammy Gillis, Internal Auditor, stated she conducted a review of the Happy Deli to verify the accuracy of the daily sales reported to the County as well as to identify any changes that have been implemented in the deli. Ms. Gillis stated the daily sales reports generated by the deli's cash register system for the months of October 2014 through June 2015 were compared to the monthly sales reports that were submitted to County Finance. Ms. Gillis stated the receipts from July 2014 through September 2014 were not reviewed because the proprietors van was broken into and his backpack containing his sales receipts and other items were stolen. Ms. Gillis further stated she did review the police report regarding the stolen backpack and receipts.

Ms. Gillis stated all reports and rent payments were submitted to the County on time. Ms. Gillis further stated on eight (8) occasions the proprietor over reported sales amounts and on six (6) occasions sales were under reported. Ms. Gillis stated the result was a net overpayment of \$181.03 to the County.

Ms. Gillis stated in November 2014, the proprietor began accepting debit/credit cards as payments which has resulted in an approximate 20% increase in the deli's monthly sales. Ms. Gillis stated in February 2015, the tables in the deli were rearranged and many decorative items were removed, which has resulted in a less cluttered appearance. Ms. Gillis stated the deli has consistently received a sanitation rating in the high 90's to 100 and currently has a 99 rating. Ms. Gillis stated the deli offers a menu with a wide variety of items to choose from and is willing and does prepare special order items that are within their abilities.

Ms. Gillis stated during FY 2015, the Happy Deli reported accurate sales information and paid the correct amount of rent timely. Ms. Gillis further stated the Happy Deli made changes and improvements as requested by the County and customers.

Commissioner Keefe stated he feels the reporting procedure has been too loose with this contract. Commissioner Keefe stated he feels a system needs to be in place to ensure the

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County is getting the proper percentage of sales rate outlined in the agreement. Ms. Cannon stated the debit/credit card system is an electronic system. Commissioner Adams asked how long the RFQ process would take. Ms. Cannon stated the agreement would need to be extended for a period of time (through the end of December 2015) to do a thorough RFQ process.

MOTION: Commissioner Keefe moved to recommend to the full board to begin the RFQ process for a deli franchise that will service the Courthouse and DSS and extend the current contract to December 31, 2015 but have staff present the RFP to the Facilities Committee no later than 90 days prior to the end of the extension of the agreement.

SECOND: Commissioner Lancaster

VOTE: UNANIMOUS (3-0)

5. OTHER ITEMS OF BUSINESS

No other items of business.

MEETING ADJOURNED AT 9:10 AM.

AMY H. CANNON
County Manager

JAMES E. LAWSON
Deputy County Manager



CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

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 SEPTEMBER 3, 2015
MEETING OF THE FACILITIES COMMITTEE**

TO: FACILITIES COMMITTEE MEMBERS

FROM: W. TRACY JACKSON, ASST. COUNTY MANAGER

THROUGH: AMY H. CANNON, COUNTY MANAGER

DATE: AUGUST 26, 2015

SUBJECT: FELLOWSHIP HEALTH RESOURCES LEASE AGREEMENT

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

Estimate of Committee Time Needed: 15 Minutes

BACKGROUND

Fellowship Health Resources, Inc., a non-profit North Carolina corporation, with offices in Raleigh, NC, wishes to enter into a lease agreement with Cumberland County for 1,005 square feet of space located in the Cumberland County Community Correction Center, 412 West Russell Street in Fayetteville. Fellowship Health Resources is a mental health provider who will be providing services that aimed at limiting the number of people with mental health conditions that are incarcerated at the Cumberland County Detention Center. This effort is in support of the Critical Time Intervention (CTI) program that is being implemented in Cumberland County.

RECOMMENDATION/PROPOSED ACTION:

Staff recommends approval of the proposed lease agreement.

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

LEASE AGREEMENT

Notice of Intent published in the *Fayetteville Observer* on
Approved by the Board of Commissioners on

This Lease Agreement, made and entered as of the _____ day of _____, 2015, by and between **Fellowship Health Resources, Inc.**, a non-profit North Carolina corporation with primary corporate offices located at 5509 Creedmoor Road in Raleigh, NC, hereinafter referred to as "LESSEE", and the **County of Cumberland**, a body politic and corporate of the State of North Carolina, hereinafter referred to as "LESSOR".

W I T N E S S E T H:

THAT for and in consideration of the mutual promises hereinafter contained herein and subject to the terms and conditions hereinafter set forth or referred to, LESSOR does hereby lease and demise to LESSEE that certain space consisting of 1,005 square feet of office space in the Cumberland County Community Corrections Center, located at 412 West Russell Street, Fayetteville, NC, and being the same space already occupied by Lessee.

TO HAVE AND TO HOLD said property, together with all privileges and appurtenances thereto belonging including easements of ingress and egress, to the said LESSEE, under the terms and conditions hereinafter set forth:

1. **TERM:** The Lease shall commence the ____ day of _____, 2015, and unless sooner terminated, continue for approximately two years to June 30, 2017.
2. **RENT:** The rent shall be at an annual rate of \$15,075.00 (or \$15.00 per square foot). The rent shall be payable in quarterly installments beginning on July 1st each year.
3. **DEPOSIT:** LESSOR shall not require a security deposit from the LESSEE.
4. **SERVICES:** LESSOR covenants and agrees to furnish the leased premises with electrical service suitable for the intended use as general office space (including dedicated ground circuits for computer operation), including fluorescent tube and ballast replacements, heating and air conditioning for the comfortable use and occupancy of the leased premises, plus supplying and maintaining building common areas and restroom facilities, including hot and cold water, and sewage disposal in the building in which the leased premises are located. If the premises have a security system, Lessor will maintain it in good working order.
5. **PARKING LOT:** LESSEE shall have the right of shared use and enjoyment of the Cumberland County Community Corrections Center parking areas at no charge to the LESSEE.
6. **ASSIGNMENT OR SUB-LEASE:** The LESSEE shall not assign this lease or sublet the leased premises or any part thereof, without the written consent of the LESSOR. Such written consent will not be unreasonably withheld by LESSOR.

7. **USE AND POSSESSION**: It is understood that the leased premises are to be used for general office purposes and for no other purposes without prior written consent of LESSOR. LESSEE shall not use the leased premises for any unlawful purpose or so as to constitute a nuisance. LESSEE shall return the premises to LESSOR at the termination hereof in as good condition and state of repair as the same was at the commencement of the term hereof, except for loss, damage, or depreciation occasioned by reasonable wear and tear and damage by accidental fire or other casualty.
8. **DESTRUCTION OF PREMISES**: In the event that said building is damaged by fire, windstorm, or an act of God, so as to materially affect the use of the building and premises, this Lease shall automatically terminate as of the date of such damage or destruction, provided, however, that if such building and premises are repaired so as to be available for occupancy and use within sixty (60) days after said damage, then this lease shall not terminate, provided further that the LESSEE shall pay no rent during the period of time that the premises are unfit for occupancy and use.
9. **CONDEMNATION**: If during the term of this lease or any renewal period thereof, the whole of the leased premises, or such portion thereof as will make the leased premises unusable for the purpose leased, be condemned by public authority for public use, then in either event, the term hereby granted shall cease and come to an end as of the date of the vesting of title in such public authority, or when possession is given to such public authority, whichever event occurs last. Upon such occurrence the rent shall be apportioned as of such date and any rent paid in advance at the due date for any space condemned shall be returned to the LESSEE. The LESSOR shall be entitled to reasonable compensation for such taking except for any statutory claim of the LESSEE for injury, damage or destruction of the LESSEE'S business accomplished by such taking. If a portion of the leased premises is taken or condemned by public authority for public use so as not to make the remaining portion of the leased premises unusable for the purposes leased, this lease will not be terminated but shall continue. In such case, the rent shall be equitably and fairly reduced or abated for the remainder of the term in proportion to the amount of leased premises taken. In no event shall the LESSOR be liable to the LESSEE for any interruption of business, diminution in use or for the value of any unexpired term of this lease.
10. **INTERRUPTION OF SERVICE**: LESSOR shall not be or become liable for damages to LESSEE alleged to be caused or occasioned by or in any way connected with or the result of any interruption in service, or defect or breakdown from any cause whatsoever in any of the electric, water, plumbing, heating, or air conditioning systems. However, upon receipt of actual notice of any such interruption, defect or breakdown, LESSOR will take such steps as are reasonable to restore any such interrupted service to remedy any such defect.
11. **LESSOR'S RIGHT TO INSPECT**: The LESSOR shall have the right, at reasonable times during the term of this lease, to enter the leased premises, for the purposes of examining and inspecting same and of making such repairs or alterations therein as the LESSOR shall deem necessary.
12. **INSURANCE**: LESSOR will be responsible for insuring its interest in the building and LESSEE will be responsible for insuring its personal property within the leased premises. LESSEE shall at all times during the term hereof, at its own expense, maintain and keep in

force a policy or policies of general and premises liability insurance against claims for bodily injury, death or property damage occurring in, on, or about the demised premises in a coverage amount of no less than \$500,000 per occurrence and naming LESSOR as an additional named insured.

13. **MAINTENANCE OF STRUCTURE:** LESSOR shall be responsible for the maintenance and good condition of the roof and supporting walls of the building leased hereunder and for maintenance in good working condition of all mechanical equipment (including but not limited to heating and air conditioning equipment) installed and provided by the LESSOR. The LESSEE shall be responsible for the maintenance in good condition of interior surfaces, floors, doors, ceilings, and similar items except that the LESSEE shall not be responsible for fair wear and tear or for major damage or destruction of such walls, grounds, surfaces, or any structural component of the premises.
14. **HEATING AND AIR CONDITIONING; JANITORIAL SERVICES:** LESSOR shall provide and maintain heating and air conditioning in good working condition. Temporary stoppages of heating services for the purposes of maintaining or repairing heating equipment and facilities shall not constitute a default by LESSOR in performance of this Lease, provided that the LESSOR exercises due diligence and care to accomplish such maintenance and repair and such stoppages do not continue to an unreasonable length of time. LESSOR shall be responsible for commercially reasonable janitorial service and trash removal from leased premises.
15. **PERSONAL PROPERTY AND IMPROVEMENTS:** Any additions, fixtures, or improvements placed or made by the LESSEE in or upon the leased premises, which are permanently affixed to the leased premises and which cannot be removed without unreasonable damage to said premises shall become the property of the LESSOR and remain upon the premises as a part thereof upon the termination of this Lease. All other additions, fixtures, or improvements to include trade fixtures, office furniture and equipment, and similar items, which can be removed without irreparable damage to the leased premises, shall be and remain the property of the LESSEE and may be removed from the leased premises by the LESSEE upon the termination of this lease. LESSEE shall bear the expense of any repairs of the leased premises, other than fair wear and tear caused by such removal.
16. **TAXES:** LESSEE will list and pay all business personal property taxes, if any, on its personal property located within the demised premises.
17. **NOTICE:** Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgement of receipt, or mailed by certified mail, return receipt requested, or delivered by receipt controlled express service, to the other party at the following addresses or to such other addresses as either party hereafter from time to time designates in writing to the other party for the receipt of notice:

LESSEE:

Fellowship Health Resources, Inc.
Attn: Executive Director
5509 Creedmoor Road
Raleigh, NC 27612

LESSOR:

Cumberland County
Attn: County Manager
P. O. Box 1829
Fayetteville, NC 28302-1829

Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt.

18. **ORDINANCES AND REGULATIONS:** The LESSEE hereby covenants and agrees to comply with all the rules and regulations of the Board of Fire Underwriters, officers and boards of the city, county or state having jurisdiction over the leased premises, and with all ordinances and regulations or governmental authorities wherein the leased premises are located, at the LESSEE'S sole cost and expense, but only insofar as any of such rules, ordinances, and regulations pertain to the manner in which the LESSEE shall use the leased premises, the obligation to comply in every other case, and also all cases where such rules, regulations, and ordinances require repairs, alterations, changes or additions to the building (including the leased premises) or building equipment, or any part of either, being hereby expressly assumed by the LESSOR and LESSOR covenants and agrees promptly and duly to comply with all such rules, regulations and ordinances with which LESSEE has not herein expressly agreed to comply.
19. **INDEMNIFICATION:** LESSEE will indemnify LESSOR and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property occurring in or about, or arising out of, the demised premises, and occasioned wholly or in part by any act or omission of LESSEE, its agents, licensees, concessionaires, customers or employees. In the event LESSOR shall be made a party to any litigation, commenced by or against LESSEE, its agents, licensees, concessionaires, customers or employees, then LESSEE shall protect and hold LESSOR harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by LESSOR in connection with such litigation, unless such litigation arises out of an injury or injuries claimed as a result of some defective condition existing on the premises for which LESSOR has responsibility to maintain or repair under the terms of this lease and to which LESSOR has been put on notice by LESSEE.
20. **REPAIR:** The premises shall meet all requirements necessitated by the ADA and OSHA Inspection Guidelines. Should it be necessary during the term of this Lease to repair the roof structure; exterior walls; or structural members or the building because of defect or failure, the LESSOR shall make such repairs or replacements at its sole cost and expense, within a reasonable time after demand is made in writing to the LESSOR to do so by the LESSEE. The LESSOR shall keep the premises, including all improvements, in good condition and repair and in a good, clean, and safe condition at all times during the term of this Lease Agreement.
21. **WARRANTY:** The LESSOR warrants that all plumbing, electrical, heating, and air conditioning units and facilities are in good working order at the commencement of this Lease.

22. **REMEDIES:** If either party shall be in default with respect to any separate performance hereunder, and shall have remained in default for ten (10) days after receipt of notice of default, there shall be a breach of this lease. The defaulting party shall remain fully liable for performing its remaining obligations under this lease. The defaulting party shall be liable for reasonable damages as provided by law and for all costs and expenses, including reasonable attorney's fees, incurred by the other party on account of such default, except as otherwise provided herein. Waiver by either party of any breach of the other's obligation shall not be deemed a waiver of any other or subsequent breach of the same obligation. No right or remedy of any party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by state or otherwise any may be enforced concurrently or from time to time.
23. **SUCCESSOR AND ASSIGNS:** This lease shall bind and inure to the benefit of the successors, assigns, heirs, executors, administrators, and legal representatives of the parties hereto.
24. **ALTERATIONS AND PARTITIONS:** The LESSEE may make reasonable alterations and partitions to the interior of the premises to enhance their suitability for the uses contemplated in this Lease Agreement, provided prior written approval of the graphic plan for alterations and partitions shall be obtained from the LESSOR, who shall not unreasonably withhold such approval.
25. **UTILITIES:** Electrical power, water, and sewer services to serve the leased premises shall be at LESSOR'S expense. LESSOR shall not be liable for any failure of any public utility to provide utility services over such connections and such failure shall not constitute a default by LESSOR in performance of this Lease. LESSEE shall be prudent in its use of utilities and compliant with the LESSOR'S practices and policies related to utilities.
26. **RISKS OF LOSS:** As between the LESSOR and the LESSEE, any risk of loss of personal property placed by the LESSEE in or upon the leased premises shall be upon and a responsibility to the LESSEE, regardless of the cause of such loss.
27. **DESTRUCTION OF PREMISES:** If the leased premises should be completely destroyed or damaged so that more than fifty percent (50%) of the leased premises are rendered unusable, this Lease shall immediately terminate as of the date of such destruction or damage.
28. **TERMINATION:** If the LESSEE shall fail to pay any installment of rent when due and payable as heretofore provided or fail to perform any of the terms and conditions heretofore set forth and shall continue in such default for a period of fifteen (15) days after written notice of default, LESSOR, at its discretion, may terminate this Lease and take possession of the premises without prejudice to any other remedies allotted by law; and/or, if the LESSOR SHALL fail to perform any of the terms and conditions heretofore set forth and shall continue in such default thirty (30) days after written notice of such default, the LESSEE, at its discretion shall terminate this Lease and vacate the leased premises without further obligation to pay rent as theretofore provided from date of said termination, without prejudice to any other remedies provided by law.

29. **OCCUPANCY AND QUIET ENJOYMENT**: LESSOR promises that LESSEE shall have quiet and peaceable possession and occupancy of the above leased premises in accordance with the terms set forth herein, and that LESSOR will defend and hold harmless the LESSEE against any and all claims or demands of others arising from LESSEE'S occupancy of the premises or in any manner interfering with the LESSEE'S use and enjoyment of said premises.
30. **MODIFICATION**: This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.
31. **MERGER CLAUSE**: This instrument is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

IN WITNESS WHEREOF, the LESSOR and LESSEE have caused this Lease Agreement to be executed in duplicate originals by their duly authorize officers, the date and year first above written.

LESSEE: FELLOWSHIP HEALTH RESOURCES,
INC.

ATTEST:

BY: _____ BY: _____
Secretary Executive Director

LESSOR: COUNTY OF CUMBERLAND

ATTEST:

BY: _____ BY: _____
Candice White, Clerk Kenneth Edge, Chair
Board of Commissioners

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that Candice White, personally appeared before me this day and acknowledged that she is the Clerk to the Cumberland County Board of Commissioners; that Kenneth Edge is the Chair of the Cumberland County Board of Commissioners; that the seal affixed to the foregoing is the Corporate Seal of said Board; that said instrument was duly passed at a regular meeting of the Board of Commissioners as therein set forth and was signed, sealed, and attested by the said Clerk on behalf of said Board, all by its authority duly granted; and that said Candice White acknowledged the said instrument to be the act and deed of the said Board.

WITNESS MY HAND and seal this the ____ day of _____, 2015.

Notary Public

My Commission Expires: _____

NORTH CAROLINA

_____ COUNTY

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged that he/she is Secretary of Fellowship Health Resources, Inc., a nonprofit North Carolina corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its Chief Executive Officer, sealed with its corporate seal and attested by him/her as its Secretary.

Witness my hand and official stamp or seal, this the _____ day of _____, 2015.

Notary Public

My Commission Expires: _____.

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

Approved for Legal Sufficiency

Vicki Evans, Finance Officer

County Attorney's Office

() Renewable

() Non-renewable

Expiration Date: June 30, 2017

AMY H. CANNON
County Manager

JAMES E. LAWSON
Deputy County Manager



CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

ITEM NO. 3

MELISSA C. CARDINALI
Assistant County Manager

W. TRACY JACKSON
Assistant County Manager

OFFICE OF THE COUNTY MANAGER

**MEMO FOR THE AGENDA OF THE SEPTEMBER 3, 2015
MEETING OF THE FACILITIES COMMITTEE**

TO: FACILITIES COMMITTEE MEMBERS

FROM: W. TRACY JACKSON, ASST. COUNTY MANAGER

THROUGH: AMY H. CANNON, COUNTY MANAGER

DATE: AUGUST 28, 2015

SUBJECT: UPDATE REGARDING ALLIANCE BEHAVIORAL HEALTHCARE
OFFICE SPACE

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

Estimate of Committee Time Needed: 15 Minutes

BACKGROUND

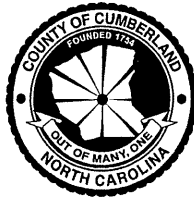
At present, Alliance Behavioral Health leases 18,713 square feet of office space from Cumberland County at Winding Creek Executive Place. Alliance has reviewed its needs based upon services currently being provided and has determined that staying in place and retrofitting its current offices is the preferred plan of action. This proposal assumes that Cape Fear Valley Health will continue to occupy the building as it does now.

We are working with the Alliance on the proposed renovation and lease terms, and will be provide information at the next meeting.

RECOMMENDATION/PROPOSED ACTION:

No action necessary. For information only.

RICKEY L. MOOREFIELD
County Attorney



ITEM NO. 4.
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 SEPTEMBER 3, 2015,
MEETING OF THE FACILITIES COMMITTEE**

TO: Board of Commissioners; Co. Manager
FROM: Co. Atty. *R. Moorefield*
DATE: August 27, 2015
SUBJECT: Update on Surplus Property

Requested by County Manager

Estimate of Time Needed: 10 minutes

**Attachments: Schedules of Surplus Properties Owned by County, Owned by County and
City Jointly, and Being Held from Surplus by County**

BACKGROUND:

In the fall of 2014, the Facilities Committee discussed surplus properties held by county. County attorney advised that he would provide more detail on the nature of the properties and make a recommendation on disposition by auction. The current surplus list is detailed in the schedules attached to this memo. The length of time these properties have been held is summarized as follows:

	NUMBER OF PARCELS	
Year Acquired	County Owned	County-City Owned
2014	4	3
2013	5	6
2012	7	5
2011	3	12
2010	5	7
2009	1	5
2008	1	8
2007	5	3
2006	7	3
2005	1	3
2003	1	2
2002	2	
2001	1	
1994	1	
Total Parcels	44	57

In addition, there are fifteen parcels to be declared surplus in September for 2015. The county has held fifteen parcels off the surplus list for the reasons indicated on the associated list attached to this memo with eleven of those having been held since 2006, 2007 or 2008. Of the two remaining on the county's list, one was requested by the City and one is leased to Employment Source. The City has requested the County not to surplus six additional parcels.

It will be necessary to obtain the City's consent to auction the parcels that are jointly owned by the County and the City. A decision also needs to be made with regard to how long the properties that have not been declared surplus should be held.

RECOMMENDATION/PROPOSED ACTION:

The county attorney recommends:

- (1) a decision be made with regard to how long to hold the parcels that have not been declared for the City or the County;
- (2) the transfer of those parcels that are desired by the City to the City on such terms as are agreed upon;
- (3) after completing the above, auction those parcels that have been held more than three calendar years.

CURRENT COUNTY OWNED SURPLUS PROPERTY AVAILBALE

	Description	Date Acquired	Value	County's Tax Lien	Deed	Pin No.
1	Lot 94 Sunny Acres :Location: 1604 Staley Dr.	8/1/1994	\$2,250.00	\$2,887.72	4196/678	0446-47-0298-
2	Vac Pt. Lot 12 Block B Stubbs Acres: Location: Off Stubbs St. & Plantation Rd	4/12/2001	\$7,500.00	\$1,855.24	5445/589	0439-41-3155-
3	N 1/3 Lot 148 and N/W 1/3 Lot 147: Location: Near Pelt Dr. (landlocked)	6/27/2002	\$1,875.00	\$2,894.78	7122/614	0428-57-5392-
4	Lots 5 & 6 Block L College Hgts: Location: 1417 Church St.	7/16/2002	\$5,000.00	\$7,597.18	5793/219	0438-01-0959-
5	Lots 79-81 Oakland Sub Pt 4: Location: 325 Bonnie St.	3/27/2003	\$5,063.00	\$3,194.26	6037/361	0418-19-4368-
6	Lot 88 Twin Oaks Sec. 4 Pt 15 (0.46 ac) Location: 6103 Canadian Ave	9/28/2005	\$10,000.00	\$4,909.43	7022/611	0442-67-1253-
7A	Lots 34-35 Chandler Hgts Location: 217 Preston Ave	1/17/2006	\$3,000.00	\$23,964.17	7122/614	0428-57-7978-
7B	Lots 36-39 Chandler Hgts Location: 219 Preston Ave	1/17/2006	\$3,750.00		7122/614	0428-57-7932-
8	Lot 58 Broadell Sub Sec. 2; Location: 2028 Corrina St.	6/19/2006	\$15,000.00	\$9,479.30	7273/151	0438-28-2788-
9	.55 ac Annie J. Hill Land (landlocked): Location: Off 6416 AB Carter Rd Pt Corner Lot	6/30/2006	\$4,000.00	\$4,264.50	7287/321	0465-44-1576-
10	Lot 4 H. L. Dawson Sub: Location: 1700 Stansberry Dr.	6/30/2006	\$11,000.00	\$4,143.77	7286/515	0438-27-2286-
11	Lot 38 Live Oak Sec 3 (0.45 ac): Location: 4412 Serenity Pl	7/6/2006	\$5,000.00	\$5,924.57	7292/724	0471-68-2414-
12	0.44 Acre Gillis Ld: Location: 7653 Maggie Cir	9/22/2006	\$15,149.00	\$4,648.68	7369/774	9486-57-0335-
13	Store S/S Turnpike Location: Located on Turnpike Rd	4/23/2007	\$37,500.00	\$3,108.72	8885/242	0427-81-9722-
14	Pt. Lots 54-55 S Linden: Location: Wall Street	9/10/2007	\$38,900.00	\$4,793.12	7695/726	0574-75-0999-
15	Lot 14 McNeill Sands Sec 1 Rev:: Location: 4210 Scary Creek Rd	10/25/2007	\$7,500.00	\$5,614.39	7730/859	0472-08-4858-
16	Lot 103 Twin Oaks Sec. 4 Part 20 (0.46 ac): Location: 6229 Canadian Ave.	11/1/2007	\$10,000.00	\$5,817.18	7737/533	0442-66-9594-
17	Maj Pt. Lt. 19 Helena S Perry Prop Location: 212 Dallas St.	11/27/2007	\$7,000.00	\$6,300.79	7760/855	0436-02-5629-
18	Lot 63 Twin Oaks Sec 4 Pt 5 Location: 633 Beauchamp Dr	11/10/2008	\$10,000.00	\$4,392.24	8018/008	0442-56-9352-
19	Lot 114 Twin Oaks Sec. 4 Part 6 (0.46 ac) Location: 6347 Canadian Ave.	8/18/2009	\$10,000.00	\$4,918.94	8226/503	0442-65-5638-
20	Lot 22 Block W Colonial Hgts Add NO1 Location: on Betsy Ross Dr.	1/26/2010	\$3,250.00	\$2,899.02	8328/840	0423-07-4266-
21	0.5 ac Cogdell Ld Location: 3615 Lamboll Dr.	3/30/2010	\$6,375.00	\$3,095.33	8363/792	0440-66-0538-
22	0.38 ac John E. Candy Ld: Location: 625 Chapel Hill Rd	5/25/2010	\$5,000.00	\$3,812.07	8399/636	0502-92-2384-
23	0.53 Acre Bryant Land (Landlocked): Location: Off Magnolia Church Rd	11/18/2010	\$6,000.00	\$4,264.55	8525/174	0486-88-1941-
24	.41 Acre Jacobs Ld :Location: Off Hummingbird Pl	11/18/2010	\$5,200.00	\$4,072.81	8525/169	0467-44-5967-
25	0.55 ac Hall Land Location: 1716 Bladen Ct (Landlocked)	6/20/2011	\$6,000.00	\$2,299.62	8665/80	0466-39-8246-
26	Lot 11 Manness Prop :Location: 2709 Larry St	6/20/2011	\$15,201.00	\$6,540.45	8665/82	0415-78-1330-
27	1.19 ac with house & store Location: Slocumb Rd	11/1/2011	\$15,000.00	\$4,874.65	8754/585	0542-51-7136-
28	Lots 76-80 Map 3 Fairview Location: Off Ingram St.	2/6/2012	\$4,375.00	\$3,235.38	8826/083	0438-82-8039-
29	Lot 149 Twin Oaks Sec 4 Pt II Location: 1709 Albacore Cir	2/15/2012	\$12,500.00	\$4,519.61	8832/369	0442-66-5794-
30	Lot 11 David N. Girard Location: 4691 Matt Hair Rd	2/15/2012	\$19,477.00	\$17,255.08	8832/375	0462-14-6903-
31A	Spring Lake Annex 1 3 & 4 Block D Location: 122 N. First St	6/19/2012	\$56,551.00	\$3,927.56	8926/884	0501-76-3388-
31B	Spring Lake Annex 1 LT6 Block D Location: 118 N. First St	6/19/2012	\$25,239.00	\$1,698.40	8926/884	0501-76-4236-
31C	Spring Lake Annex 1 LT7 Block D Location: 105 N. First St	6/19/2012	\$24,421.00	\$1,698.40	8926/884	0501-76-4252-
31D	Spring Lake Annex 1 11 & 12 Block D Location: N. Second St	6/19/2012	\$47,482.00	\$3,290.66	8926/884	0501-76-5466-
32	Lot 8 McNeill Sands Sec 2 Location: 6020 Acoma Ct	6/6/2013	\$7,500.00	\$3,223.15	9209/477	0472-08-5670-
33	Lot 43 Lakeland Location: Church St	7/19/2013	\$5,000.00	\$6,245.23	9248/729	0428-92-8401-
34	Lot 60 McNeill Sands Sec 4 Location: 5950 Abco Ln	7/19/2013	\$10,000.00	\$9,815.44	9248/754	0462-99-0762-
35	Lot 86 Gilcrest Sands Sec 8 Location: 4900 Panda St	7/19/2013	\$13,500.00	\$10,139.08	9248/756	0413-45-4990-
36	RES 724 North St Location: 724 North St	9/27/2013	\$39,500.00	\$11,259.62	9301/326	0437-78-2317-
37A	802 N/Barnes St Location: 802 Barnes St.	5/6/2014	\$25,439.00	\$5,061.62	9425/659	0437-30-4031-
37B	Lot 30x120.5x20x130 Location: Tolar St.	5/6/2014	\$5,358.00		9425/659	0437-30-4063-
38	Lot 24-27 Raines Property (0.43ac) Location: 809 Montgomery St.	5/6/2014	\$52,000.00	\$15,499.25	9425/661	0436-78-6341-
39	Lot 5 Block D Spring Lake Annex 1 Location: 3000 Spring Lake	7/29/2014	\$24,421.00	\$4,172.00	9478/341	0501-76-4311-

COUNTY CITY OWNED SURPLUS PROPERTY AVAILABLE

	Description	Date Acquired	Value	County's Tax Lien	Deed	Pin No.
1	Vac E/S Murchison Rd. 17 Blk H Slater LD: Location: Intersec Of Newark Ave & Normal Ave	10/23/2003	\$7,500.00	\$3,827.71	6319/117	0428-95-7010-
2	Lot 63 Sunny Acres: Location: Off Sage St.	12/17/2003	\$3,000.00	\$1,965.58	6376/846	0446-47-2905-
3A	1/2 Acre Olphin Ld 808 Cedar Creek Rd : Location: 808 Cedar Creek Rd	12/9/2005	\$4,500.00	\$10,807.34	7090/722	0446-66-1468-
3B	1 Lt Matthews Ld: Location: Adj to 808 Cedar Creek	12/9/2005	\$2,250.00		7090/722	0446-66-1588-
3C	Lot 58 Cade Hill Sub. Sec. 3. 1317 Jacob Street: Location: 1317 Jacob St.	12/9/2005	\$6,000.00		7090/722	0446-44-7881-
4	Lot 17 Windsor Terr Sec 2: Location: 213 Hawthorne Rd	3/14/2006	\$8,000.00	\$6,447.07	7174/752	0438-42-6620-
5A	Lot 10 Block 17 Ayers Sub: Location: 2012 Powell St	12/8/2006	\$5,250.00	\$5,794.74	7441/576	0436-03-8242-
5B	Lot 12 Block 17 Ayers Sub: Location: Adj 2012 Powell St	12/8/2006	\$5,250.00		7441/576	0436-03-8108-
6	Lots 12-13 Block G College Hgts: 1266 Colley Dr.	3/14/2007	\$10,000.00	\$7,874.46	7530/254	0438-01-8658-
7	Pt. Lot 7 Block C Tolar Hart & Holt Mill Village: Location: 1229 Hamlet Street	9/25/2007	\$7,000.00	\$7,067.84	7707-039	0436-36-5390-
8	E 140 Lot 24 Helena S Perry Prop: Location: 222 Dallas St	11/15/2007	\$7,000.00	\$8,911.97	7746/780	0436-02-4963-
9	Bonnie Acres Lots 65-68: Location: 5117 Hodge Street	3/12/2008	\$5,625.00	\$12,701.08	7832/153	0419-30-8170-
10	Lot 20 Block 16 Ayer Property: Location: 2022 Center St.	7/22/2008	\$7,000.00	\$6,559.44	7943/825	0436-03-3195-
11	Imp. 803 S/S Barnes St.: Location: 803 Barnes St.	7/22/2008	\$7,000.00	\$6,370.23	7943/823	0436-39-5858-
12A	Lot 82 & Pt Lots 80 & 84 Atkinson Property: Location: 1714 Long St.	9/29/2008	\$5,625.00	\$5,582.99	7992/507	0447-60-1256-
12B	Lots 78 & Pt Lots 80: Location: 1716 Long St.	9/29/2008	\$3,750.00		7992/507	0447-60-2207-
13	W 30' Lt 2 M D Riddle: Location: Scott Ave	9/29/2008	\$2,275.00	\$3,352.79	7992/509	0438-44-8328-
14	1 Lot Bonnie Doone: Location: 119 Laraine St.	9/29/2008	\$4,219.00	\$11,534.30	7992/501	0418-29-7064-
15	Lot 75 and Pt Lots 74 & 76 Pleasantview: Location: 869 W. Orange St.	9/29/2008	\$3,000.00	\$5,316.89	7992/431	0437-59-5574-
15	Lots 53-54 H. L. Dawson 0.26 acs: Location: 736 Topeka St.	6/23/2009	\$9,375.00	\$14,054.15	8183/173	0438-07-4244-NAD-
17	703 North St: Location: 703 North St	6/23/2009	\$19,800.00	\$10,747.87	8183/169	0437-78-0035-
18	Lot 3 Joe B Raynor Prop: Location: 828 Little Ave.	7/30/2009	\$9,000.00	\$7,454.32	8213/605	0446-46-7384-
19	Lot 106 Loch Lomond Sec 2 Pt 1: Location: 6722 Baldoon Dr.	9/29/2009	\$10,000.00	\$9,867.94	8254/192	9497-79-1976-
20	0.21 ac Ld Pt Lydia Street: Location: off Ireland Dr.	12/10/2009	\$8,100.00	\$3,051.75	8302/698	0416-67-0814-
21	Lots 27, 28, 29 & 30 R.D. Jones Ld: Location: 100 Triangle Pl	5/25/2010	\$30,700.00	\$7,443.44	8399/634	0447-60-3438-
22	Lot 84x100 : Location: 316 McIver St	6/14/2010	\$17,255.00	\$7,395.26	8413/835	0437-23-6252-
23	Lots 11-12 Dawson St H L Dawson Sub: Location: 2220 Rosevelt Dr	11/18/2010	\$11,250.00	\$8,580.98	8525/251	0428-97-9711-
24A	Lot 21 Golden Properties Investments LLC (0.26 ac): Location: 814 Anita Rd	12/22/2010	\$5,962.00	\$1,687.98	8551/173	0419-61-7062-
24B	Lot 10 Golden Properties Investments LLC (0.24ac): Location: 751 Johnson St	12/22/2010	\$40,900.00	\$11,534.57	8551/173	0419-60-8951-
24C	Lot 233 Boonie Ac: Location: Off Clyde St	12/22/2010	\$4,500.00	\$1,125.32	8551/173	0419-50-3201-
24D	Lot 20 Golden Properties Investments LLC (0.25ac): Location: 822 Anita Rd	12/22/2010	\$49,100.00	\$13,785.20	8551/173	0419-61-8009-
25	646 Square Feet: Location: 512 Moore St	1/4/2011	\$25,800.00	\$5,991.83	8559/538	0437-47-4755-
26	Imp 513 Link St: Location: 513 Link St	5/3/2011	\$5,000.00	\$10,252.11	8636/816	0437-93-8844-
27	E 70' Lots 1 & 2 Mrs Jennie Wheeler Dawson LN (0.08ac):	5/3/2011	\$1,057.00	\$4,629.19	8636/818	0428-86-1624-
28A	Lots 96-97 Wheller Ld: Location: 2318 Slater Av	5/17/2011	\$7,500.00	\$17,442.04	8644/717	0428-87-3075-
28B	Lot 4 Block A Macks Pk: Location: 2408 Greensboro St	5/17/2011	\$4,219.00		8644/717	0428-87-4394-
29	Lot 45 Sunset Pk Sec 1: Location: 780 Vagabond Dr	6/17/2011	\$29,800.00	\$13,702.18	8644/352	9487-72-0599-
30	Imp 601 Link St: Location: 601 Link St	6/20/2011	\$29,800.00	\$5,883.23	8665/078	0437-93-9798-

COUNTY CITY OWNED SURPLUS PROPERTY AVAILABLE

31	Res 701 North St: Location: 701 North St	6/20/2011	\$8,501.00	\$5,160.41	8665/088	0437-78-0030-
32	1 RES Lot 6 Cade Ave: Location: 616 Deep Creek Rd	6/21/2011	\$43,200.00	\$6,172.08	8666/024	0446-38-5536-
33	Maj Pt. Lts 9-12 BLK F College Hgts: Location: 1009 College St.	8/25/2011	\$14,560.00	\$12,467.07	8708/054	0438-01-5449-
34	Pt Lots 88-90 2nd Cedar Rose Add (0.08ac): Location: 521 Martin Rd	10/4/2011	\$36,100.00	\$5,206.75	8735/278	0446-49-0036-
35	Lot 18 Sunny Acres: Location: 837 Deep Creek Rd	10/18/2011	\$32,900.00	\$5,867.11	8744/225	0443-37-7380-
36	Lot 214 Savoy Heights Sec 1: Location: 710 Weiss Ave	1/12/2012	\$19,900.00	\$9,938.54	8807/489	0437-11-0387-
37	Res 1320 Ramsey St: Location: 1320 Ramsey St	4/12/2012	\$31,144.00	\$7,205.97	8875/321	0438-52-6763-
38	Pt. Lot 6 Block C Tolar Hart & Holt Mill Village: Location: 157 Cooper St	7/12/2012	\$8,750.00	\$17,628.95	8944/252	0436-36-1127-
39	Lot 350 Sec 10 College Lakes PT A: Location: 504 Cateret PL	10/2/2012	\$18,000.00	\$9,226.29	9009/427	0520-94-5534-
40	Lot 33 Lakeland: Location: 1419 Church St	11/1/2012	\$16,945.00	\$7,868.96	9033/196	0428-92-9173-
41	Lots 154 & 155 Council Heights: Location: 2012 Bain Dr	2/28/2013	\$40,000.00	\$14,961.21	9124/674	0428-84-3816-
42	Lot 1 Benny R & Grace B Melvin Prop Rev: Location: 402 S Plymouth	4/9/2013	\$5,000.00	\$4,722.95	9157/524	0446-68-2759-
43	420 Bryan St: Location: 420 Bryan St	5/23/2013	\$29,000.00	\$6,616.23	9197/488	0437-03-3553-
44	.25 AC Lovette LD: Location: 1128 Sun Valley Dr	7/11/2013	\$6,702.00	\$5,086.72	9241/414	0407-22-3477-
46	Maj PT Lot 14 Sec 2 PT 1 Loch Lomond: Location: 7005 Ryan St	8/8/2013	\$9,500.00	\$11,740.37	9264/828	9497-69-3948-
46	LT 4 Cumberlande Sub: Location: 5206 Tara Way Dr	8/8/2013	\$12,000.00	\$7,310.82	9264/826	0405-98-0447-
47	0.18 ac (Dwelling): Location: 1114 Morgan St.:Location: 1114 Morgan St.	4/29/2014	\$29,800.00	\$6,222.88	9420/252	0437-03-2562-
48	Lot 1 Blcok J Arran Hills: Location: 6341 Rutherglen Dr.	4/29/2014	\$15,000.00	\$8,038.11	9402/244	0406-35-4019-
49	Lots 11-13 Herbet & Rosa Dawson (0.48ac) (Dwelling) : Location: 2225 Roosevelt Dr.	6/5/2014	\$77,161.00	\$8,690.68	9443/302	0428-97-7506-

PROPERTY PULLED NOT FOR SALE PER COUNTY

SURPLUS PROPERTY NOT FOR SALE PULLED BY COUNTY

	PIN NO	PROPERTY DESC.	REASON	R'MVD	STATUS
1A	0419-85-3131	LOTS 18-22 SHAW HGTS	HOLD 1 YR PER MR. MARTIN	3/2/2007	12/08 On Hold Revisited 6/11 Keep Hold
1B	0419-85-3075	LOTS 18-22 SHAW HGTS	HOLD 1 YR PER MR. MARTIN	3/2/2007	12/08 On Hold Revisited 6/11 Keep Hold
1C	0419-85-5040	LOTS 18-22 SHAW HGTS	HOLD 1 YR PER MR. MARTIN	3/2/2007	12/08 On Hold Revisited 6/11 Keep Hold
1D	0419-84-4963	LOTS 18-22 SHAW HGTS	HOLD 1 YR PER MR. MARTIN	3/2/2007	12/08 On Hold Revisited 6/11 Keep Hold
2	0437-95-8501	Imp 411 E LAMON ST	HOLD PER CTY MGR	3/2/2007	12//08 on hold
3A	0419-97-1580	Lots 81-82 Shaw Hgts (2.00)	Hold per Dpty Cty Mgr.	5/23/2007	12/08 on hold
3B	0419-97-0461	Lots 80 Shaw Hgts (1.00)	Mrs. J. Pilgrim		
4	0419-53-8150	.25 Acre Maynor Ld Imp	Hold per Cty Mgr	10/2/2008	12/08 on hold
5	1403-81-6709	1.39 ac Riley Ld Imp	Hold for SW per B. Howard	10/12/2008	12/08 on hold
6	0455-92-4871	7.06 acs Sessoms & JW Carter Ld	Not for Sale by per James Martin		
7	0419-53-8082	.18 acre Maynor Ld 81-E-217	Not for Sale per James Martin	7/30/2008	
8	0419-74-4441	PT Lot 7 Brooks Peele Sub	Not For Sale per Juanita Pilgrim	1/25/2007	
9	0437-88-1738	746 MARSH ST	Per MMO From Bobby Howard Prop Border Ann St. Landfill Not for Sale	11/15/2006	
10A	0428-91-6930	Lot 50 Lakeland; Location Kornbow St	Per Rick, Not For Sale City ask to retain lot because a sewer line and manhole crossings run through this property	1/9/2013	
11	0437-19-3088	Lot 1 County of Cumberland; Location: 786 Blue St	Per Rick this property is used &/or leased by an organization and not for sale	2/4/2014	