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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 (Chairman Adams, Edge, Evans and Keefe)
FROM: Kellie Beam, Deputy Clerk to the Board
DATE: July 29, 2016
SUBJECT: Facilities Committee Meeting – August 4, 2016

There will be a regular meeting of the Facilities Committee on Thursday, August 4, 2016 at 8:30 AM in Room 564 of the Cumberland County Courthouse.

AGENDA

1. Approval of Minutes – June 2, 2016 Facilities Committee Regular Meeting (**Pg. 2**)
2. Consideration of Approval of Winding Creek Facility Renovation Bid (**Pg. 7**)
3. Consideration of Approval of Extension of J.P. Riddle Stadium Lease to Hometown Sports America, Inc. (**Pg. 7**)
4. Consideration of Approval of a Lease Agreement Renewal for the Williams Solid Waste Container Site (**Pg. 14**)
5. Other Items of Business (**No Materials**)

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

CUMBERLAND COUNTY FACILITIES COMMITTEE
COURTHOUSE, 117 DICK STREET, 5TH FLOOR, ROOM 564
JUNE 2, 2016 - 8:30 A.M.
MINUTES

MEMBERS PRESENT: Commissioner Glenn Adams
Commissioner Jimmy Keefe
Commissioner Kenneth Edge

MEMBERS ABSENT: Commissioner Charles Evans

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
Deborah Shaw, Budget Analyst
Heather Harris, Budget Analyst
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 – MAY 5, 2016 FACILITIES COMMITTEE
REGULAR MEETING

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

2. CONSIDERATION OF APPROVAL OF DETENTION CENTER HOT WATER
HEATER REPLACEMENT PROJECT BID AWARD

BACKGROUND:

Informal bids were received on May 20, 2016 for the replacement of two water heaters located in the Detention Center. These units supply hot water to the kitchen and laundry rooms and have reached the end of their useful life. The kitchen and laundry rooms are two critical areas that require hot water to keep the Detention Center fully functioning.

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The certified bid tabulation from Stanford White is recorded below. The lowest base bid was submitted by Haire Plumbing & Mechanical in the amount of \$132,459. This project was identified in the Capital Improvement Plan and funded as part of the current fiscal year budget.

RECOMMENDATION/PROPOSED ACTION

The Engineering and Infrastructure Director along with County Management recommend that the Facilities Committee approve the following recommendations and forward them to the Board of Commissioners for its consideration at their June 20, 2016 meeting:

1. Award a contract to Haire Plumbing & Mechanical in the amount of \$132,459 for the replacement of water heaters at the Detention Center.
2. Establish a contingency in the amount of \$13,000 to be used for additional work recommended by the Engineering and Infrastructure Director and approved by the County Manager.

BID TABULATION

Project: Detention Center Water Heater Replacement
Owner: Cumberland County
Prime: Mechanical
Project No: 0367-07-00-16
Bids Due: 2:00 PM Friday, May 20, 2016

Bidders	License NO.	Bid Security	Base Bid	Addendum #1 (Yes or No)
Haire Plumbing & Mechanical Inc.	4230	Y	\$132,459	Yes
Smith's Refrigeration Inc.	14759	Y	\$160,400	Yes
Ivey Mechanical Co. LLC.	10838	Y	\$199,990	Yes

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

MOTION: Commissioner Edge moved to recommend to the full board approval of awarding a contract to Haire Plumbing & Mechanical in the amount of \$132,459 for the replacement of water heaters at the Detention Center and to establish a contingency in the amount of \$13,000 to be used for

DRAFT

additional work recommended by the Engineering and Infrastructure Director and approved by the County Manager.

SECOND: Commissioner Keefe

VOTE: UNANIMOUS (3-0)

3. CONSIDERATION OF APPROVAL OF BID AWARD FOR NORCRESS SEWER SYSTEM CLEANING

BACKGROUND

Informal bids were received on May 10, 2016 for cleaning and CCTV inspection of sanitary sewer lines within the NORCRESS Water and Sewer District. The State requires that sanitary sewer lines be inspected periodically to ensure that there are no pipe defects that would allow inflow or infiltration of stormwater or groundwater into the sanitary sewer system. This type of detailed inspection is not covered in the operation and maintenance agreement that the County has with PWC.

The County received bids from two separate companies: Hydrostructures of Pittsboro and Porter Scientific, Inc. of Pembroke. The County received bid pricing based on the total length of pipe for the various sized pipe within the NORCRESS system. Hydrostructures submitted the most competitive pricing. Funding was budgeted in the current fiscal year for this project. It is recommended that a contract be awarded to Hydrostructures in the amount not to exceed \$200,000. NORCRESS Advisory Board is aware that the County bid this project.

RECOMMENDATION/PROPOSED ACTION

The Engineering and Infrastructure Director along with County Management recommend that the Facilities Committee approve awarding a contract to Hydrostructures in the amount not to exceed \$200,000 for the cleaning and CCTV inspections of sewer lines in the NORCRESS district and place it on the agenda of the June 20, 2016 NORCRESS Water and Sewer District meeting for approval.

Mr. Brown reviewed the background information and recommendation as recorded above. Mr. Brown stated this system is about ten years old and there have been issues recently with inflow and infiltration during rain events causing stormwater to get into the system. Commissioner Adams stated it may be beneficial to clean the sewer line in small sections periodically rather than the whole line at one time to help determine where seepage may be coming from if issues arise in the future.

MOTION: Commissioner Edge moved to recommend to the full board approval to award a contract to Hydrostructures in the amount not to exceed \$200,000 for the cleaning and CCTV inspections of sewer lines in the NORCRESS district and to place it on the agenda of the June 20, 2016 NORCRESS Water and Sewer District meeting for approval.

DRAFT

SECOND: Commissioner Keefe
VOTE: UNANIMOUS (3-0)

4. CONSIDERATION OF APPROVAL OF REQUEST OF CRA TIMBER MANAGEMENT LLC TO RELOCATE ACCESS PARCEL TO MCKINNON FARM ROAD

BACKGROUND:

The County owns the parcel with PIN 0405-34-9740. It consists of 5.25 acres and is located off of Fisher Road. The Department of Social Services operates a group home on the property. The access to Fisher Road was formerly by a dirt driveway located within a public right-of-way 60' in width.

At its November 2, 2015 meeting, the Board of Commissioners approved the request of CRA Timber Management LLC (CRA) for the County to relinquish its rights to the 60' public easement in exchange for an access parcel 60' in width to connect the County's parcel to a new paved street serving Georgetown Estates. The County's existing driveway does not align with the access parcel that CRA deeded to the County. CRA has asked the County to accept another 60' access parcel located adjacent to the southern boundary of the existing access parcel and deed the existing access parcel back to CRA.

If the access parcel is not moved, the County will need to grade a new connection for the existing driveway to avoid driving on a landscaped area that now belongs to the Georgetown Estates Homeowners Association. Since McKinnon Farm Road is now within the street system of the Town of Hope Mills, it may be necessary to obtain a driveway permit from the Town to relocate the access parcel.

RECOMMENDATION/PROPOSED ACTION:

The county attorney advises that if this is permitted by the Town of Hope Mills, relocating the access parcel to align with the existing driveway will be less costly than grading a new driveway. The county attorney recommends approval of the request of CRA for this reason, provided the Town of Hope Mills will permit the new driveway connection.

Rick Moorefield, County Attorney, reviewed the background information and recommendation as recorded above.

MOTION: Commissioner Keefe moved to recommend to the full board approval of the request of CRA Timber Management LLC to relocate the access parcel to McKinnon Farm Road to align with the existing driveway provided the Town of Hope Mills will permit the new driveway connection.

SECOND: Commissioner Edge
VOTE: UNANIMOUS (3-0)

DRAFT

5. OTHER ITEMS OF BUSINESS

There were no other items of business.

MEETING ADJOURNED AT 8:42 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 AUGUST 4, 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: JULY 27, 2016

SUBJECT: CONSIDERATION OF APPROVAL OF WINDING CREEK
FACILITY RENOVATION BID

Requested by: JEFFERY P. BROWN, PE, E & I DIRECTOR

Presenter(s): JEFFERY P. BROWN, PE, E & I DIRECTOR

Estimate of Committee Time Needed: 5 MINUTES

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 1st at 2:00 PM 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 4th 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 recommend 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.

AMY H. CANNON
County Manager

JAMES E. LAWSON
Deputy County Manager



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 AUGUST 4, 2016
MEETING OF THE FACILITIES COMMITTEE**

TO: FACILITIES COMMITTEE MEMBERS

FROM: W. TRACY JACKSON, ASST. COUNTY MANAGER

THROUGH: AMY H. CANNON, COUNTY MANAGER

DATE: JULY 25, 2016

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

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

Estimate of Committee Time Needed: 10 Minutes

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. A copy of the current agreement is provided as a point of reference with this memorandum.

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.

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

LEASE AGREEMENT
FOR J. P. RIDDLE STADIUM

Notice of Intent advertised in Fayetteville Observer on October 25, 2012
Approved by Board of Commissioners on November 5, 2012

THIS LEASE AGREEMENT is made and entered into this 3rd day of December, 2012, by and between Hometown Sports America, Inc., (hereinafter referred to as "the Club"), and Cumberland County, North Carolina, (hereinafter referred to as "the County").

WITNESSETH:

WHEREAS, the County has leased the county-owned baseball stadium facility known as "J. P. Riddle Stadium" (the "Stadium") to the Club for the past eight years for the Club's use as a home field for an amateur baseball club playing in the Coastal Plains League (the "CPL"); and

WHEREAS, it is the desire of the County and the Club to provide the citizens of Cumberland County the opportunity to attend CPL collegiate summer baseball games played at the Stadium; and

WHEREAS, the Club desires to continue to lease the Stadium and use it as its home field for CPL games.

NOW, THEREFORE, for and in consideration of the following terms and conditions, the County and the Club agree as follows:

1. Lease. The County hereby leases to, and the Club leases from the County, that certain County facility known as J.P. Riddle Stadium, including all associated parking and related facilities, for the Club's use as a home field for playing amateur baseball in the CPL.

2. Term. The lease shall become effective upon execution by the County and the Club. The initial term of the lease shall commence on January 1, 2013 and shall terminate on December 31, 2016. At the Club's option, it may extend this lease under the same terms for an additional term of four (4) years, provided, however, that the parties may negotiate an increase in the rent and concessions payment not to exceed eight percent (8%) for the additional term. The Club must notify the County of its intent to exercise this option by written notice given to the County at least 90 days prior to the conclusion of the initial term of

this lease.

3. Staffing. The Club shall, at its sole expense, be responsible for staffing of all Stadium, parking lot, field and related facility positions for Club events and Club-sponsored events.

4. Working Condition. The County shall maintain all mechanical and electrical systems including, but not limited to, field lighting, scoreboard, PA system and plumbing, in good working order.

5. Utilities. The County shall pay utility costs for the facility to include, electric, water and sewer. This shall include the utility charges for field and parking lot lighting, and water for irrigation purposes. The County shall also pay for telephone service for the clubhouse and office. The Club shall pay, in reimbursement of these utility and telephone costs, a flat sum of One Hundred Fifty Dollars (\$150.00) per game during the Club's playing season and for any Club-sponsored event at which baseball games are played, and Two Hundred Fifty Dollars (\$250.00) a month for each month no games are played during the off season.

6. Club-Sponsored Events. The club shall have the right to schedule up to twenty non-CPL events at the Stadium, including but not limited to other college baseball games, college conference tournaments, and regional / national youth baseball tournaments. Scheduling of all such events shall be coordinated with the County Manager or his designee so as not to conflict with any County-sponsored events.

7. County-Sponsored Events. The County shall have the right to sponsor recreation and similar events at the Stadium so long as the same do not conflict with Club events or games, and upon consent of the Club, which shall not unreasonably be withheld.

8. Advertising. The Club shall have the exclusive right to lease advertising media at the Stadium during the term of this lease and to the revenues derived therefrom. All such advertising media shall either be existing advertising media or shall be approved by the County Manager or his designee prior to installation, which approval shall not unreasonably be withheld. The Club shall have exclusive radio and television broadcast rights and privileges for all Club games and Club-sponsored events and to all revenues derived therefrom.

9. Concessions and Concessions Facilities. The Club shall have exclusive rights to operate the concessions and to the revenue derived therefrom including, but not limited to, food, candy, soft drinks, beer, and novelty sales for all Club and Club-sponsored events at the Stadium.

The Club shall have the right of first refusal to operate concessions for all non-Club events, including County-sponsored events. The Club shall also provide or cause to be provided staffing for the concessions, all necessary and appropriate permits and licenses, and concession products and/or inventory. The club shall keep or cause to be kept the concession facilities in such condition as to maintain an "A" grade sanitation rating from the Cumberland County Health Department.

10. Use of Office, Storage & Locker Rooms. The Club shall have exclusive use of the offices and designated storages area(s) at all times, and exclusive use of the locker rooms from May 15th through August 30th. The County shall continue to have the right to store its equipment associated with performing its maintenance responsibilities under this Lease at the Stadium.

11. Insurance. During the term of this lease, the Club shall obtain and keep in force all insurance in such amounts, with such deductibles, and with only such exemptions and exclusions, as the County's Risk Manager shall reasonably require from time to time. The County shall be listed as additional named insured on all such policies. The Club shall provide certificates of insurance to the County's Risk Manager with such frequency as to demonstrate that the insurance coverage required hereunder is continuously in effect and shall not have lapsed. All such insurance policies shall require that the County Risk Manager be given at least thirty (30) days written notice prior to the termination or cancellation of any such policy.

12. Sub-leasing. Any sub-lease of the Stadium shall require prior written approval of the County Manager or his designee. This Lease shall not be assigned without the prior written approval of the County Board of Commissioners.

13. Maintenance.

(a) The County shall perform all regular maintenance including, but not limited to, regular mowing, edging, and fertilizing of playing surface, security, parking lot, and post-game ballpark clean-up. The County also shall maintain all electrical and mechanical systems for the field lighting, PA system, scoreboard and plumbing. The County shall provide and maintain the stadium's location/identification sign in the parking lot to include lights. The County shall further maintain the backstops, dugouts, foul poles, and outfield fence. The County shall also maintain all structures and/or buildings, to include the clubhouse, public restrooms, concession buildings, press box, ticket booth, bleachers and box seats.

(b) The Club shall be responsible for dragging and lining the field for CPL.

games and any other baseball games sponsored by the Club, and clean-up of concessions and locker areas. The Club shall provide or cause to be provided staffing for all Club events, to include the stadium, parking lot attendants and security, crowd security, and field and related facility positions. The Club shall maintain the HVAC system for the Club office as well as provide janitorial service for it. The Club shall further provide and maintain a field tarp and batter's cage. The Club shall maintain the batters'/pitchers' tunnel. The Club shall provide and maintain or cause to be maintained, serviced and repaired its concession equipment, to include cookers/grills, coolers/freezers, drink dispensers, and any appropriate miscellaneous food or beverage handling equipment or storage. The Club shall also be responsible for maintaining and keeping in good repair any signage which it may employ for advertising and/or marketing purposes.

14. Scheduling. The Club shall submit a schedule to the County Manager or his designee no later than February 15th of each year. No CPL game shall be re-scheduled so as to conflict with another scheduled use of the Stadium without express prior written permission of the County Manager or his designee.

15. Rent. The Club shall pay to the County a combined rent and consideration for the concession rights granted to the Club for CPL games in the total amount of Twelve Thousand Dollars (\$12,000) with half to be due on July 1 and August 1 of each lease year. In addition, the Club shall pay the County seven percent (7%) of the gross revenues derived from concessions at non-CPL events, to be due monthly in arrears not later than the tenth day of each month for all such non-CPL event concession sales in the preceding month. A late payment fee of five percent (5%) shall be due and included in any payments due under this Lease and which are not received by the County by the fifteenth calendar day after it is due.

16. Notice. Any notice required or permitted hereunder shall be effective if hand delivered, or mailed certified mail, return receipt requested, to the County at: Cumberland County, Attention: County Manager, P.O. Box 1829, Fayetteville, N.C. 28302, and to the Club at: Attention: President, Hometown Sports America, Inc. C/O Fayetteville Swampdogs, P.O. Box 64691, Fayetteville, NC 28306. Either party may change the address for notification hereunder by a notice delivered to the other party in compliance with this section.

17. Entire Agreement. This lease agreement contains and represents the entire

agreement between the County and the Club, and may not be altered, amended, modified or revised except in a writing signed by the parties.

IN WITNESS WHEREOF, the parties do execute this Lease as of the date first above written and affix their respective seals hereto by their authorized representatives, pursuant to authority duly given, and as their respective official act, intending so to be bound.

Lessee:

Hometown Sports America, Inc.

By: 

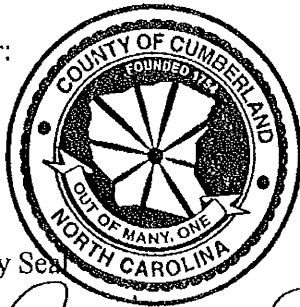
President

Corporate Seal

Attest: _____

(Asst.) Secretary

Lessor:



Cumberland County

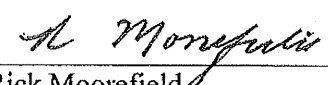
By: 

Marshall Faircloth, Chairman
Board of Commissioners

County Seal

Attest: 

Candice White, Clerk to the Board

Approved for legal sufficiency: 

Rick Moorefield
County Attorney



**CUMBERLAND
COUNTY**
NORTH CAROLINA

SOLID WASTE MANAGEMENT

**MEMO FOR THE AGENDA OF THE
AUGUST 4, 2016 MEETING OF THE FACILITIES COMMITTEE**

TO: FACILITIES COMMITTEE MEMBERS

FROM: JEFFERY P. BROWN, PE, INTERIM SOLID WASTE DIRECTOR

THROUGH: TRACY JACKSON, ASSISTANT COUNTY MANAGER

DATE: JULY 27, 2016

**SUBJECT: CONSIDERATION OF APPROVAL OF WILLIAMS CONTAINER
SITE SOLID WASTE LEASE AGREEMENT RENEWAL**

Requested by: JEFFERY P. BROWN, PE, INTERIM SOLID WASTE DIRECTOR

Presenter(s): JEFFERY P. BROWN, PE, INTERIM SOLID WASTE DIRECTOR

Estimate of Committee Time Needed: 5 MINUTES

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 recommend that the Facilities Committee approve the attached 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.

ATTEST

COUNTY OF CUMBERLAND

BY: _____
CANDICE WHITE, Clerk

BY: _____
MARSHALL FAIRCLOTH, Chairman
Board of Commissioners

OWNER

CHARLIE WAYNE WILLIAMS

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE
MANNER REQUIRED BY THE LOCAL GOVERNMENT
BUDGET AND FISCAL CONTROL ACT.

APPROVED FOR LEGAL SUFFICIENCY

BY: _____
Vicki Evans, County Finance Director

BY: _____
County Attorney's Office

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, _____, a Notary Public in and for the State of North Carolina, 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 MARSHALL FAIRCLOTH is the Chairman of said Board; that the seal affixed to the foregoing Instrument is the Official Seal of said Board; that said Instrument was signed and sealed by said Chairman and attested by her on behalf of the 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 _____, 2016.

Notary Public

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, _____, a Notary Public in and for the State of North Carolina, certify that CHARLIE WAYNE WILLIAMS personally appeared before me this day and acknowledged the due execution of the foregoing Lease Agreement for the purposes therein expressed.

WITNESS my hand and notarial seal this the ____ day of _____, 2016.

Notary Public

My Commission Expires: _____