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JIMMY KEEFE

CANDICE WHITE
Clerk to the Board

KELLIE BEAM
Deputy Clerk

CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

BOARD OF COMMISSIONERS

MEMORANDUM

TO: Facilities Committee Members (Commissioners Adams, Boose and Council)

FROM: Kellie Beam, Deputy Clerk to the Board

DATE: January 25, 2018

SUBJECT: Facilities Committee Regular Meeting – Thursday, February 1, 2018

There will be a regular meeting of the Board of Commissioners' committees (Finance, Policy and Facilities Committees) on Thursday, February 1, 2018 beginning at 8:30 a.m. in room 564 of the Judge E. Maurice Braswell Cumberland County Courthouse. All committee meetings will start as soon as the previous committee adjourns.

AGENDA

1. Election of 2018 Facilities Committee Chair **(NO MATERIALS)**
2. Approval of Minutes
 - A. November 30, 2017 Special Meeting **(Pg. 2)**
 - B. December 7, 2017 Regular Meeting **(Pg. 9)**
3. Consideration of Contract for Parking Lot Improvements at Various County Facilities **(Pg. 21)**
4. Consideration of Contract for Crown Coliseum Retaining Wall Project **(Pg. 27)**
5. Consideration of Request from the Town of Spring Lake for Real Property Transfer **(Pg. 31)**
6. Report on the Status of the Transfer of E. Newton Smith Facility to Cumberland County Hospital System, Inc. **(Pg. 34)**
7. Other Items of Business **(NO MATERIALS)**

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CUMBERLAND COUNTY FACILITIES COMMITTEE
JUDGE E. MAURICE BRASWELL CUMBERLAND COUNTY COURTHOUSE
117 DICK STREET, 5TH FLOOR, ROOM 564
NOVEMBER 30, 2017 – 9:30 A.M.
SPECIAL MEETING MINUTES

MEMBERS PRESENT: Commissioner Glenn Adams
 Commissioner Jeannette Council
 Commissioner Larry Lancaster

OTHER COMMISSIONERS PRESENT:
 Commissioner Charles Evans
 Commissioner Jimmy Keefe
 Commissioner Michael Boose
 Commissioner Marshall Faircloth

OTHERS PRESENT: Amy Cannon, County Manager
 Melissa Cardinali, Assistant County Manager
 Tracy Jackson, Assistant County Manager
 Sally Shutt, Assistant County Manager
 Duane Holder, Assistant County Manager
 Phyllis Jones, Assistant County Attorney
 Jeffery Brown, Engineering & Infrastructure Director
 Deborah Shaw, Budget Analyst
 Heather Harris, Budget Analyst
 Ellen Hancox, Trial Court Administrator
 Brenda Jackson, Social Services Director
 Vicki Evans, Finance Director
 Judge Robert Stiehl, District Court Judge
 Lee Warren, Register of Deeds
 Candice White, Clerk to the Board
 Kellie Beam, Deputy Clerk to the Board
 Press

Commissioner Glenn Adams called the meeting to order.

1. PRESENTATION ON J.P. RIDDLE STADIUM IMPROVEMENTS AND LEASE EXTENSION

BACKGROUND:

This item was presented at the November 2, 2017 Facilities Committee, and additional information regarding this matter was requested at that time.

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Jeremy Aagard, General Manager for the SwampDogs, along with the team owner, Lew Handelsman, have reached out to County staff requesting that the County make capital improvements to JP Riddle Stadium that would enhance the fan experience. The SwampDogs would like the County to replace the existing scoreboard with a video scoreboard and upgrade the existing marquee sign to digital LED with a total cost estimated at \$252,000. In exchange, the SwampDogs would be willing to execute a four-year lease with the County with the ability to extend the lease for an additional term of four years, provided, however that the parties negotiate an increase in the rent and concessions payment not to exceed eight percent (8%) for the additional term.

The SwampDogs have also requested the following modifications to the existing lease agreement which expires on December 31, 2017:

- Per the current lease, the SwampDogs have the ability to schedule up to twenty non-Coastal Plain League (CPL) events at no additional cost. The SwampDogs would like the ability to schedule more non-CPL events. They are proposing to pay the County \$150 per event over the twenty non-CPL events they are currently allowed.
- Have the County maintain the HVAC system for the Club Office, which it already owns, and eliminate the reimbursement the County must pay the SwampDogs for the telephone service for the clubhouse and office (FY17 cost of \$5,950). Engineering & Infrastructure Staff has evaluated the current HVAC unit that serves the Club Office. The unit is reaching the end of its useful life, however please keep in mind that it could function for several more years prior to having to be replaced. The estimated replacement cost would be approximately \$5,500 with an estimated annual maintenance cost of \$300. This change would be consistent with most other leases that the County has with other organizations.

Staff has also been informed that Fayetteville Technical Community College (FTCC) is exploring the idea of starting a baseball team and reached out to County Management about the possibility of playing their games at J.P. Riddle Stadium. County Staff has approached the SwampDogs to discuss the feasibility of this concept and they are open to the idea.

County Staff has requested copies of lease agreements for other North Carolina based CPL teams. An initial review shows that Cumberland County is not the only local government in North Carolina subsidizing summer collegiate baseball. A summary of these findings will be provided to the Committee during the meeting.

RECOMMENDATION/PROPOSED ACTION:

Staff recommends:

1. Postponing consideration of any capital improvements to the J.P. Riddle Stadium and formulating a plan that would allow for the use of J.P. Riddle Stadium by both FTCC and the SwampDogs.

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2. Approve proposed modifications to the current lease agreement as listed above, including the ability of the SwampDogs to schedule additional non-CPL events, for including in a new lease agreement.

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

Mr. Brown discussed the following details:

Summary of Revenue and Expenditures for JP Riddle Stadium

Occupant:	SwampDogs	
Location:	J.P. Riddle Stadium	
Lease Term:	1/1/2017 – 12/31/2017	
Flat Rent:	\$12,000	\$12,000 Paid upfront in January
Off Season Rate per Month:		
	\$250 @ 8 months	\$2,00 Paid upfront in January
Game Fee:	\$150 @ 29 games	\$4,350 Paid at the end of the season

REVENUE **Annual Basis \$18,350.00**

Commissions/concessions	7% of Revenue	If is not a Club game
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EXPENDITURES

<u>Description</u>	<u>2017 Actual</u>
Dept Supplies & Materials	\$15,389.66
Contracted Services	\$21,813.16
Maintenance Repair Buildings	\$13,937.24
Maintenance Repair Equipment	\$5,761.30
Telephone	\$5,949.97
Utilities	\$47,436.35
Annual Property Insurance	\$1,138.00
TOTAL	\$111,425.68

Tracy Jackson, Assistant County Manager, discussed how other clubs and local governments are handling such leases.

Mr. Brown stated County staff recommends postponing consideration of any capital improvements to the J.P. Riddle Stadium and formulating a plan that would allow for the use of J.P. Riddle Stadium by both FTCC and the SwampDogs and the approve the proposed modifications to the current lease agreement as listed above, including the

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ability of the SwampDogs to schedule additional non-CPL events, for inclusion in a new lease agreement. Commissioner Council stated she has no problem with postponing consideration of any capital improvements but does not want to take on any additional expenses at this point. Commissioner Keefe stated he agrees with Commissioner Council and he does not see much advantage to the County in this proposal.

Ms. Cannon stated in an attempt to help the SwampDogs stay in the community she would be comfortable keeping the lease the exact same for an additional year but not extending the lease for more than one year at a time.

MOTION: Commissioner Lancaster moved to bring this item back to the next Facilities Committee meeting scheduled for December 7, 2017 to get further clarification.

SECOND: Commissioner Council

VOTE: UNANIMOUS (3-0)

2. CONSIDERATION OF REQUEST TO RELOCATE AND RENOVATE COURT OFFICES IN THE E. MAURICE BRASWELL COURTHOUSE

BACKGROUND:

This item was presented at the November 2, 2017 Facilities Committee Meeting, and Staff were directed to gather additional information and return to special Facilities Committee Meeting later in the month. As services and staffing of various Court-related agencies continues to grow, so does the need for additional office space to house Court staff and their files. The District Attorney’s Office and the Clerk of Court have received additional staff recently and need more office space for these employees. Cumberland County Court Officials have met as a group, along with County Management, to discuss space needs and potential options. During the meeting, Staff will explain existing occupancies and proposed changes by floor for each area of the Courthouse.

RECOMMENDATION/PROPOSED ACTION:

Staff presents material for the Facilities Committee to review for information only.

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

Mr. Jackson discussed the following details:

Phase 1 – Renovation and Reallocation of Courthouse Space Project Estimates

Room 454 (New Interior Rooms)

3 small desks/3 chairs \$5,000

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Walls/doors (3 offices)	\$8,000
Data/Elec/Mech	\$1,200
Hardware/Paint	<u>\$1,000</u>
	\$15,200

Courtroom 4C (Existing)

Add additional seating	<u>\$5,000</u>
	\$5,000

Room 335,336 (Existing)

3 rectangle desks/6 chairs	\$9,000
Misc.	<u>\$600</u>
	\$9,600

Room 204 (Existing)

Demo existing workstations	\$200
Paint	\$500
Data/Elec/Mech	<u>\$1,200</u>
	\$1,900

Room 207C (New)

Wall/door	\$2,500
Carpet	\$1,600
Fire Strobe move	\$1,000
Data/Elec/Mech Hardware	<u>\$1,500</u>
	\$6,600

Room 215 (Existing)

1 desk/chair	\$2,000
Remove security bars on 2 windows	\$200
Data/Elec	<u>\$500</u>
	\$2,700

Room 217 (Existing)

Relocate security cages to windows	\$200
Add security window to existing door	<u>\$500</u>
	\$700

Room 218 (Existing)

Add security window to existing door	<u>\$500</u>
	\$500

Room 240A (Existing)

Chair	<u>\$500</u>
	\$500

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GRAND TOTAL **\$42,700**

Phase II – Renovation and Reallocation of Courthouse Space Project Estimates

Law Library (Existing)

Cubicle/workspaces moved from Room 24	\$8,000
2 new workstations	\$6,000
Install 11 new data lines	\$3,300
Add blinds to 2 existing windows	\$800
Demo counter/repair carpet	\$500
Build new front counter	\$2,500
Movers (1 day)	\$1,000
Elec/Mech/Fax	\$500
Shelving (possibly keep)	<u>\$600</u>
	\$23,200

Room 200 (New)

Add walls (10.5' tall)/door	\$4,000
Hardware	\$200
Data/Elec/Mech	\$1,500
Carpet	\$2,000
Remove TV/remount	\$500
Sprinklers	\$2,500
Conference Table/Chairs	<u>\$5,000</u>
	\$15,700

Room 24 (Existing)

1 desk/chairs	\$4,000
Carpet	\$7,500
Roll file system	paid for by ROD
3 Data/1 Phone	\$1,200
Elec/Mech/Paint	<u>\$1,200</u>
	\$13,900

GRAND TOTAL **\$52,800**

Mr. Jackson presented the 4th Floor plan, 3rd Floor plan, 2nd Floor plan, and Lower Level Plan including any proposed modifications. Discussion and questions followed.

MOTION: Commissioner Council moved to approve the recommended plan with possible slight modifications to be discussed at the December 7, 2017 Facilities Committee meeting.

SECOND: Commissioner Lancaster

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VOTE: UNANIMOUS (3-0)

MEETING ADJOURNED AT 10:48 AM.

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CUMBERLAND COUNTY FACILITIES COMMITTEE
JUDGE E. MAURICE BRASWELL CUMBERLAND COUNTY COURTHOUSE
117 DICK STREET, 5TH FLOOR, ROOM 564
DECEMBER 7, 2017 - 8:30 A.M.
REGULAR MEETING MINUTES

MEMBERS PRESENT: Commissioner Glenn Adams
Commissioner Jeannette Council
Commissioner Larry Lancaster

OTHER COMMISSIONERS PRESENT:
Commissioner Michael Boose

OTHERS PRESENT: Amy Cannon, County Manager
Tracy Jackson, Assistant County Manager
Sally Shutt, Assistant County Manager
Rick Moorefield, County Attorney
Jeffery Brown, Engineering & Infrastructure Director
Deborah Shaw, Budget Analyst
Heather Harris, Budget Analyst
Jon Soles, Public Information Specialist
Drew Cox, Department of Transportation
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 – NOVEMBER 2, 2017 SPECIAL MEETING

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

2. FURTHER DISCUSSION OF THE J.P. RIDDLE STADIUM LEASE AGREEMENT

BACKGROUND:

This item was presented at the November 30, 2017 Facilities Committee Meeting, and staff was instructed to approach the SwampDogs and negotiate revised terms for a lease agreement.

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The County Manager has received written notification from the team's General Manager, Mr. Jeremy Aagard, that the SwampDogs wish to renew the current lease for the same terms for one additional year. There is no desire to make any other adjustments to the lease agreement on the part of the SwampDogs at this time.

RECOMMENDATION/PROPOSED ACTION:

Staff recommends the Facilities Committee approve the lease renewal without changes for an additional year and forward the agreement to the Board of Commissioners as a Consent Agenda item for further consideration.

MOTION: Commissioner Lancaster moved to recommend to the full board approval of the J.P. Riddle Stadium lease renewal without changes for an additional year.

SECOND: Commissioner Council

VOTE: UNANIMOUS (3-0)

3. CONSIDERATION OF A CONTRACT FOR STREAM DEBRIS REMOVAL

BACKGROUND:

Cumberland County was awarded a disaster recovery grant in August from the Golden Leaf Foundation in the amount of \$500,000 for storm debris removal from Little Rockfish and Rockfish Creeks. The County had requested over \$2.4 million with the grant submittal to address stream debris removal in numerous water bodies within the County.

A pre-bid meeting was held on October 27, 2017 and informal bids were received on November 6, 2017. Only one bid was received in the amount of \$1,087,125.00 which was submitted by ES&J Enterprises, Inc. of Autryville, NC. This is the same contractor that has performed stream debris removal for the City of Fayetteville and the Town of Hope Mills. Immediately after receiving the bid, Engineering & Infrastructure (E&I) Staff reached out to the Golden Leaf Foundation to see if there was additional grant money available to the County to complete the project. Golden Leaf staff informed E&I staff that they were seeing quite a bit of disaster recovery projects bid higher than what grant funding was allocated. The Golden Leaf Foundation Board is meeting on December 7th to allocate approximately \$15 million of remaining disaster relief funding and this project has been included for consideration.

E&I Staff met with ES&J Enterprises, Inc. on November 15, 2017 to explain that the County only had \$500,000 available for the project and that the County could not award the project in its entirety. After some discussion, ES&J stated that they would be willing to reduce their bid price to \$495,000 to clean Little Rockfish Creek and the first four segments of Rockfish Creek. The bid price submitted to clean Little Rockfish Creek and the first four segments of Rockfish Creek was \$532,762.50.

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In late October 2017, Cumberland County was also awarded \$1,219,408.00 in grant funding from the North Carolina Department of Agriculture and Consumer Services – Division of Soil & Water Conservation for stream debris removal in South River, Sandy Creek and Locks Creek. E&I Staff reached out to the Division of Soil & Water Conservation to ask if some of this funding could be used to complete Rockfish Creek if no additional grant funding is allocated by the Golden Leaf Foundation. E&I Staff was informed that this could be done. Therefore, if additional funding is not received from the Golden Leaf Foundation, E&I Staff's recommendation is to utilize funding from the Division of Soil & Water Conservation to complete the cleaning of Rockfish Creek since this was one of the most severely impacted areas from flooding within the entire County from Hurricane Matthew.

RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee approve the following recommendations and forward them to the Board of Commissioners for its consideration at their December 18, 2017 meeting.

1. Accept the revised bid for stream debris removal in Little Rockfish Creek and a portion of Rockfish Creek and award a contract to ES&J Enterprises, Inc. in the amount of \$495,000.
2. Authorize County Staff to formally request that grant funding awarded by the Division of Soil & Water Conservation be utilized to complete the cleaning of Rockfish Creek if additional funding is not allocated to Cumberland County by the Golden Leaf Foundation.
3. Approve Budget Ordinance Amendment #B181191 in the amount of \$500,000 to recognize the Disaster Recovery Grant award from the Golden Leaf Foundation for stream debris removal within Little Rockfish Creek and portions of Rockfish Creek.

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

- MOTION: Commissioner Council moved to recommend to the full board approval to
1. Accept the revised bid for stream debris removal in Little Rockfish Creek and a portion of Rockfish Creek and award a contract to ES&J Enterprises, Inc. in the amount of \$495,000.
 2. Authorize County Staff to formally request that grant funding awarded by the Division of Soil & Water Conservation be utilized to complete the cleaning of Rockfish Creek if additional funding is not allocated to Cumberland County by the Golden Leaf Foundation.

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- 3. Approve Budget Ordinance Amendment #B181191 in the amount of \$500,000 to recognize the Disaster Recovery Grant award from the Golden Leaf Foundation for stream debris removal within Little Rockfish Creek and portions of Rockfish Creek.

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

4. CONSIDERATION OF RENEWAL OF LEASE WITH NORTH CAROLINA DEPARTMENT OF AGRICULTURE

BACKGROUND:

The North Carolina Department of Agriculture-Plant Industry Division currently leases approximately 368 +/- square feet of space at the Charlie Rose Ag-Expo Center from Cumberland County for operation of its Witchweed program. This space is leased at the rate of \$15 per square foot or \$5,520 per year payable in equal monthly installments of \$460 per month, over a two (2) year period. The proposed term of the lease is January 1, 2018 to December 31, 2020. All the terms in the proposed lease remain the same. The County provides all utilities and janitorial services, but does not provide telephone services. This space has been leased for this purpose at least as far back as 2012.

RECOMMENDATION/PROPOSED ACTION:

Staff recommends approval of the proposed lease agreement and forwarding to the full Board of Commissioners for inclusion as a Consent Agenda item at their December 18, 2017 regular meeting.

THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED BY THE NORTH CAROLINA DEPARTMENT OF ADMINISTRATION

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF CUMBERLAND

THIS LEASE AGREEMENT, made and entered into as of the last date set forth in the notary acknowledgements below by and between, CUMBERLAND COUNTY, a body politic and corporate, hereinafter designated as Lessor, and the STATE OF NORTH CAROLINA, hereinafter designated as Lessee;

WITNESSETH:

THAT WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and as amended on September 8, 1999 and December 7th, 1999, and

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WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the City of Fayetteville, County of Cumberland, North Carolina, more particularly described as follows:

Being approximately ±368 net square feet of office space being offices # 224, 226, and 227 in the Charlie Rose Ag-Expo Center, located in Fayetteville, Cumberland County, North Carolina and further described in "Exhibit A"

DEPARTMENT OF AGRICULTURE AND CONSUMER RESOURCES PLANT INDUSTRY DIVISION

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of three (3) years, commencing on the 1st day of January, 2018, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the 31st day of December, 2020.

2. During the term of the lease, the Lessee shall pay to the Lessor as rental for said premises the sum of \$5,520.00 Dollars per annum, which sum shall be paid in equal monthly installments of \$460.00 Dollars. The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

- A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal. Maintenance of lawns, parking areas (including snow removal) and common areas are required.
- C. Parking
- D. The Lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.
- E. All stormwater fees.
- F. Any fire or safety inspection fees.
- G. Daily janitorial service and supplies.

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- H. All utilities, except telephone.
 - I. All land transfer tax/fees imposed by the County or City in which the space is located.
 - J. The number of keys to be provided to Lessee for each lockset shall be reasonably determined by Lessee prior to occupancy and said keys shall be furnished by Lessor to Lessee at no cost to Lessee.
 - K. All other terms and conditions of the signed "Proposal to Lease to the State of North Carolina" Form P0-28 and "Specifications for Non-advertised Lease."
4. During the lease term, the Lessor shall keep the leased premises in good repair and tenable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be or thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.
5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.
6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.
7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.
8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and

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provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at County Manager, Cumberland County, PO Box 1829, Fayetteville, North Carolina and the Lessee at Attn: Director, Property and Construction, 1001 Mail Service Center, Raleigh, North Carolina 27699-1001 with a copy to State Property Office, Attn: Leasing Manager, 1321 Mail Service Center, Raleigh, North Carolina 27699-1321. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written

LESSEE

STATE OF NORTH CAROLINA

By: _____

G. Kent Yelverton, P.E.
Director, Property & Construction Division

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, _____, A Notary Public in and for the County and State aforesaid, do hereby certify that **G. Kent Yelverton** personally came before me this day and acknowledged the due execution by him of the foregoing instrument as Director of Property and Construction Division for the North Carolina Department of Agriculture and Consumer Services, in accordance with the authority vested in him and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the ____ day of _____, 2017.

Notary Public

Printed

Name _____

My Commission expires _____

ATTEST:

LESSOR

CUMBERLAND COUNTY

Print Name: _____

Clerk to the Board

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By: _____

Glenn Adams, Chairman,

Cumberland County Board of Commissioners

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I, _____, A Notary Public for Cumberland County, North Carolina, do certify that Candice White, Clerk to the Board of Commissioners personally came before me this day and acknowledged that she is Clerk to the Cumberland County Board of Commissioners, and that by authority duly given and as an act of the County, the foregoing instrument was signed in its name by Glenn Adams, Chairman of the Cumberland County Board of Commissioners and attested by herself as Clerk to the Board.

IN WITNESS WHEREOF, i have hereunto set my hand and Notarial Seal, this the ___ day of _____, 2017.

Notary Public
Printed Name: _____

My commission expires _____

SPECIFICATIONS FOR NON-ADVERTISED LEASE

1. A floor plan to scale or a plan with room dimensions is required. Plan should show building exits for the proposed space. Also provide the year the building was constructed.
2. This facility must provide environment that is barrier free and easily accessible to physically disabled staff, visitors and clientele. Compliance with the State Building Code and the Americans with Disabilities Act is required. Toilet facilities shall be ADA accessible and code compliant.
3. Air conditioning and heating system shall be maintained by Lessor including frequent filter cleaning and replacement. Year round ventilation shall be provided to prevent stale air problems and unacceptable CO2 content. Waiting areas, LAN room and conference room(s) may require additional HVAC.

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4. Telecommunication room temperature should be within a range of 65° to a maximum of 75°. This is a 24-hour per day, 7 day per week requirement. A separate HVAC system may be required to maintain this temperature range.
5. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes and replacement bulbs.
6. The Lessor shall provide required fire extinguishers rated at least 2A on every level and within 75 feet and servicing, pest control (by a licensed technician) and outside trash disposal including provision for the handling of recycling items such as aluminum cans, cardboard and paper. Year-round maintenance is required to maintain a neat and professional appearance of the site at all times.
7. Lessor shall provide internal and external sign that will provide easy identification of the office by the general public.
8. Locking hardware is required on all storage rooms, equipment rooms, files rooms and LAN room. Supply storage closets require shelving.
9. Lessor shall shampoo all carpet and clean the outside of the building windows annually.
10. Lessor shall be responsible for snow removal as quickly as possible to avoid work delays.
13. The per square foot price proposal is based on the floor plan and repair lists agreed upon by the State of North Carolina and includes but it not limited to: all partitions, demolition, and up fitting costs: building and grounds maintenance; property taxes; insurance; fire and safety inspection fees; stormwater fees; land transfer tax; common area maintenance and other building operational costs.
14. The number of keys to be provided to the State for each lockset shall be reasonably determined by the State prior to occupancy, at no cost to the State.
15. All parking areas shall be adequately lighted and located within a reasonable distance of the office.
16. Lessor shall provide all conduits and pull strings from above the ceiling to outlet boxes. State to install wiring and cover plates.

Lessor is in agreement with the above conditions and the conditions of the also signed "proposal to Lease to the State of North Carolina" Form P0-28.

Signature of Lessor

Date

DRAFT

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

Commissioner Boose stated this lease may need to be reviewed to include utilities, janitorial service and whether the County spends more than \$460 per month on this space. Mr. Jackson stated this lease was reviewed in March 2016. Ms. Cannon stated the goal of the Facilities Committee at the time the leases were reviewed in March 2016 was to target a square footage rate of \$15 per square foot as opposed to \$12 per square foot.

Commissioner Lancaster stated moving forward he would like to see all lease information provided to the Board of Commissioners for another review. Ms. Cannon stated Mr. Brown and Mr. Jackson have prepared a spreadsheet with all lease information but there was not enough time to include on this committee agenda so it will be brought to a later meeting.

MOTION: Commissioner Lancaster moved to recommend to the full board approval of the proposed lease agreement with the NC Department of Agriculture-Plant Industry Division.
SECOND: Commissioner Council
VOTE: UNANIMOUS (3-0)

5. CONSIDERATION OF CONDEMNATION OF EASEMENTS FOR THE OVERHILLS PARK WATER & SEWER DISTRICT

BACKGROUND:

At the September 7, 2017 Facilities Committee meeting, Engineering & Infrastructure (E&I) Staff made the Committee aware that a portion of the Overhills Park Sewer Project would have to be redesigned based on an existing 36-inch pressurized force main along E. Manchester Road and that seven easements would have to be acquired to install the rerouted sewer line. This redesign was recently completed. The Legal Department has completed title reports for each of the properties and approved the easement documents that will be used to execute the easements.

Currently, E&I Staff has received verbal confirmation with all but one of the property owners that they would grant the Overhills Park Water & Sewer District the needed easements to install the sewer line. This property is located at 1435 E. Manchester Road and is in the middle of the properties where easements are being acquired. E&I Staff has met with the property owners on multiple occasions to discuss the easement. It is important to point out that the property located at 1435 E. Manchester Road has a non-functional septic system and has been deemed uninhabitable by Environmental Health due to the failing septic system. Without this easement, the lots to the east of this parcel cannot be served with public sewer. Due to this, E&I Staff is requesting condemnation and quick-take powers of the needed easement to keep this project moving towards completion.

DRAFT

RECOMMENDATION/PROPOSED ACTION:

The Engineering & Infrastructure Director, County Management and the County Attorney recommend that the Facilities Committee approve the condemnation of the needed easements in case an agreement cannot be reached with any of the property owners and place it on the agendas of the December 18, 2017 Board of Commissioners and Overhills Park Water and Sewer District meetings for approval.

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

MOTION: Commissioner Lancaster moved to recommend to the full board approval of the condemnation of the needed easements in case an agreement cannot be reached with any of the property owners as recommended above.

SECOND: Commissioner Council

VOTE: UNANIMOUS (3-0)

6. OTHER ITEMS OF BUSINESS

There were no other items of business.

MEETING ADJOURNED AT 8:48 AM.



CUMBERLAND
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NORTH CAROLINA

ENGINEERING & INFRASTRUCTURE DEPARTMENT

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

MEMO FOR THE AGENDA OF THE FEBRUARY 1, 2018
MEETING OF THE FACILITIES COMMITTEE

TO: FACILITIES COMMITTEE MEMBERS

FROM: JEFFERY P. BROWN, PE, E & I DIRECTOR

THROUGH: TRACY JACKSON, ASSISTANT COUNTY MANAGER 

DATE: JANUARY 24, 2018

SUBJECT: CONSIDERATION OF CONTRACT FOR PARKING LOT IMPROVEMENTS AT VARIOUS COUNTY FACILITIES

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

Presenter(s): ALLAN J. RIDDLE, ASST. COUNTY ENGINEER

Estimate of Committee Time Needed: 10 MINUTES

BACKGROUND:

The Capital Improvement Plan (CIP) identified multiple repairs for the Courthouse Parking Lots, Detention Center, Community Corrections and Headquarters Library. The repairs to these parking lots are projects identified as a high priority on the list of CIP paving projects.

A pre-bid meeting was held on November 21, 2017, in which all local contractors were invited to attend. Informal bids were received on November 29, 2017 for the repairs of the various parking lots. Diamond Constructors, Inc., provided the lone bid in the amount of \$174,251.53. There were no other bidders.

RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee approve the following recommendations and forward them to the Board of Commissioners for consideration at their February 19th meeting:

1. Accept the bids for the repairs of the various parking lots and award a contract to Diamond Constructors, Inc. in the amount of \$174,250.93.
2. Establish a contingency in the amount of \$10,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.

THAT: The Bidder acknowledges receipt of the following Addendum:

Addendum #1

THAT: The Contractor agrees to furnish all materials, labor and equipment and to install complete in place the work in accordance with the Plans and Specifications for the sum of:

Courthouse Parking Lot # 2

Description	Quantity	Unit	Unit Cost	Amount
Mobilization	1	LS	\$ 500.00	\$ 500.00
Sealing Exist. Pavement Cracks & Joints	2,915	LF	\$.50	\$ 1457.50
Asphalt Plant Mix Pavement Repair	30	TN	\$ 275.00	\$ 8250.00
Paint Pavement Markings 4" White	1,700	LF	\$.35	\$ 595.00
Paint Pavement Markings 4" Yellow	740	LF	\$.35	\$ 259.00
Paint Pavement Markings "No Parking"	8	EA	\$ 12.00	\$ 96.00
<u>SUBTOTAL</u>				\$ 11,157.50

Courthouse Parking Lot # 3

Description	Quantity	Unit	Unit Cost	Amount
Mobilization	1	LS	\$ 250.00	\$ 250.00
Paint Pavement Markings 4" White	4,700	LF	\$.32	\$ 1504.00
Paint Pavement Marking Symbol (Handicap)	15	EA	\$ 18.00	\$ 270.00
Paint Pavement Marking 24" Stop Bar	170	LF	\$ 2.25	\$ 382.50
Paint Pavement Marking 24" Hi-Vis	72	LF	\$ 2.25	\$ 162.00
Paint Pavement Markings 4" Yellow	1100	LF	\$.32	\$ 352.00
Paint Pavement Markings "No Parking"	20	EA	\$ 10.00	\$ 200.00
<u>SUBTOTAL</u>				\$ 3,120.50

Alternate Measure (In Addition to Above)

Description	Quantity	Unit	Unit Cost	Amount
Sealcoat	9350	SY	\$.80	\$ 7480.00
<u>SUBTOTAL</u>				\$ 7480.00 - ED

Courthouse Parking Lot # 4 (LEC)

Description	Quantity	Unit	Unit Cost	Amount
Mobilization	1	LS	\$ 500. ⁰⁰	\$ 500. ⁰⁰ - 50
Sealing Exist. Pavement Cracks & Joints	5,460	LF	\$.50	\$ 2730. ⁰⁰
Asphalt Plant Mix Pavement Repair	50	TN	\$ 275. ⁰⁰	\$ 13,750. ⁰⁰
Paint Pavement Markings 4" White	4,200	LF	\$.32	\$ 1,344. ⁰⁰
Paint Pavement Markings 24" Stop Bar	80	LF	\$ 2.25	\$ 180. ⁰⁰
Paint Pavement Markings 4" Yellow	645	LF	\$.32	\$ 206. ⁴⁰
Paint Pavement Markings "No Parking"	10	EA	\$ 10. ⁰⁰	\$ 100. ⁰⁰
<u>SUBTOTAL</u>				<u>\$ 18,810.40</u>

Dick Street Parking Lot

Description	Quantity	Unit	Unit Cost	Amount
Mobilization	1	LS	\$ 250. ⁰⁰	\$ 250. ⁰⁰
Paint Pavement Markings 4" White	4,700	LF	\$.32	\$ 1504. ⁰⁰
Paint Pavement Marking Symbol (Handicap)	12	EA	\$ 18. ⁰⁰	\$ 216. ⁰⁰
Paint Pavement Markings 4" Yellow	1360	LF	\$.32	\$ 435.20
Paint Pavement Markings "No Parking"	28	EA	\$ 10. ⁰⁰	\$ 280. ⁰⁰
<u>SUBTOTAL</u>				<u>\$ 2685.20</u>

Alternate Measure (In Addition to Above)

Description	Quantity	Unit	Unit Cost	Amount
Sealcoat	9040	SY	\$.80	\$ 7,232. ⁰⁰
<u>SUBTOTAL</u>				<u>\$ 7,232.⁰⁰ - 50</u>

Detention Center

Description	Quantity	Unit	Unit Cost	Amount
Mobilization	1	LS	\$ 500. ⁰⁰	\$ 500. ⁰⁰
Sealing Exist. Pavement Cracks & Joints	670	LF	\$.75	\$ 502.50
Asphalt Plant Mix Pavement Repair	40	TN	\$ 275. ⁰⁰	\$ 11,000. ⁰⁰
Paint Pavement Markings 4" White	4,401	LF	\$.28	\$ 1,232.28
Paint Pavement Marking 4" White (Handicap)	280	LF	\$.28	\$ 78.40
Paint Pavement Marking Symbols (Handicap)	8	EA	\$ 18	\$ 144. ⁰⁰
Paint Pavement Marking 4" Yellow	620	LF	\$.28	\$ 173.60
<u>SUBTOTAL</u>				<u>\$ 13,630.78</u>

Community Corrections

Description	Quantity	Unit	Unit Cost	Amount
Mobilization	1	LS	\$1,000.00	\$1,000.00
Sealing Exist. Pavement Cracks & Joints	130	LF	\$3.85	\$500.50
Asphalt Plant Mix Pavement Repair	4	TN	\$300.00	\$1,200.00
Milling Asphalt Pavement 0" to 1.5"	360	SY	\$12.00	\$4,320.00
1.5" Asphalt Concrete Surface Course S9.5B	210	TN	\$135.00	\$28,350.00
Thermoplastic Pavement Markings 4" White	1,240	LF	\$1.35	\$1,674.00
Thermoplastic Pavement 4" White (Handicap)	120	LF	\$1.35	\$162.00
Thermo. Pavement Mkg. Symbols (Handicap)	4	EA	\$345.00	\$1,380.00
Thermo. Pavement Marking 4" Yellow	425	LF	\$1.35	\$573.75
<u>SUBTOTAL</u>				<u>\$39,360.25</u>

Community Corrections (Russell Street)

Description	Quantity	Unit	Unit Cost	Amount
Mobilization	1	LS	\$250.00	\$250.00
Sealing Exist. Pavement Cracks & Joints	3,215	LF	\$.50	\$1,607.50
Asphalt Plant Mix Pavement Repair	5	TN	\$300.00	\$1,500.00
<u>SUBTOTAL</u>				<u>\$3,357.50</u>

HQ Library (North Staff Parking Lot)

Description	Quantity	Unit	Unit Cost	Amount
Mobilization	1	LS	\$1,000.00	\$1,000.00
Sealing Exist. Pavement Cracks & Joints	160	LF	\$3.85	\$616.00
Asphalt Plant Mix Pavement Repair	5	TN	\$300.00	\$1,500.00
1.5" Asphalt Concrete Surface Course S9.5B	85	TN	\$175.00 - 50	\$14,875.00 - 50
Milling Asphalt Pavement 0" to 1.5"	150	SY	\$15.00	\$2,250.00
Thermoplastic Pavement Markings 4" White	400	LF	\$1.35	\$540.00
<u>SUBTOTAL</u>				<u>\$20,781.00</u>

HQ Library (East Public Parking Lot)

Mobilization	1	LS	\$1,000.00	\$1,000.00
Sealing Exist. Pavement Cracks & Joints	250	LF	\$.30	\$75.00
Asphalt Plant Mix Pavement Repair	10	TN	\$300.00	\$3,000.00
Milling Asphalt Pavement 0" to 1.5"	193	SY	\$15.00	\$2,895.00
1.5" Asphalt Concrete Surface Course S9.5B	185	TN	\$135.00	\$24,975.00
Thermoplastic Pavement Markings 4" White	1,264	LF	\$1.35	\$1,706.40
Thermoplastic Symbols (Handicap)	2	EA	\$395.00	\$790.00
Thermoplastic Pavement Arrow (White)	9	EA	\$200.00	\$1,800.00

4" Concrete Sidewalk	190	SY	<u>\$45.26</u>	<u>\$8599.40</u> ² - ED
Grind/Level Sidewalk	280	SF	<u>\$4.00</u>	<u>\$1120.00</u>

TOTAL BID AMOUNT Dollars (\$ \$46,435.80) - ED
 Total Bid (\$ 174,250.93) - ED

Submitted, this 29 day of NOVEMBER, 2017.

DIAMOND CONSTRUCTORS, INC.
 CONTRACTOR

By: Eg D
 (Signature of Person, Firm or Corporation making Bid)

(Seal - If Bid is by a Corporation)

Title: VICE PRESIDENT OF ESTIMATING

Address: 8736 BILLESPIE ST.
FAYETTEVILLE, NC 28306

Attest: 

License No. 58668
 Phone: 910-424-7660



CUMBERLAND
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NORTH CAROLINA

ENGINEERING & INFRASTRUCTURE DEPARTMENT

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

MEMO FOR THE AGENDA OF THE FEBRUARY 1, 2018 MEETING
OF THE FACILITIES COMMITTEE

TO: FACILITIES COMMITTEE MEMBERS

FROM: JEFFERY P. BROWN, PE, E & I DIRECTOR

THROUGH: TRACY JACKSON, ASSISTANT COUNTY MANAGER 

DATE: JANUARY 24, 2018

SUBJECT: CONSIDERATION OF CONTRACT FOR CROWN COLISEUM RETAINING WALL PROJECT

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

Presenter(s): ALLAN J. RIDDLE, ASST. COUNTY ENGINEER

Estimate of Committee Time Needed: 10 MINUTES

BACKGROUND:

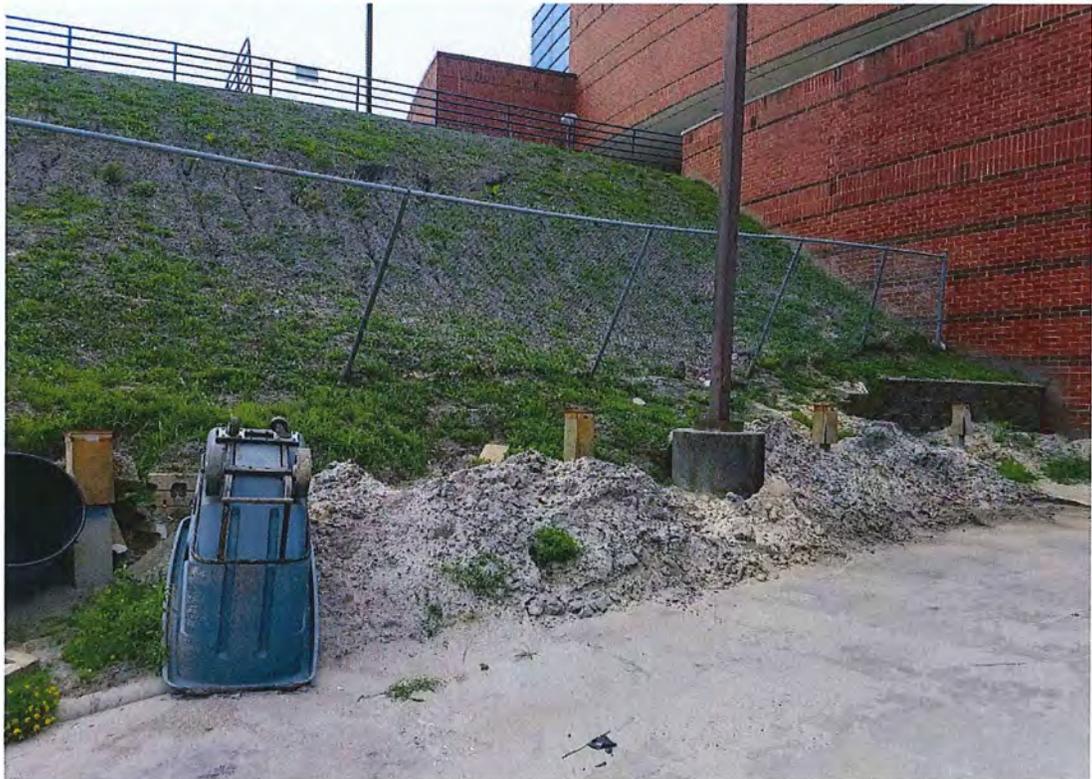
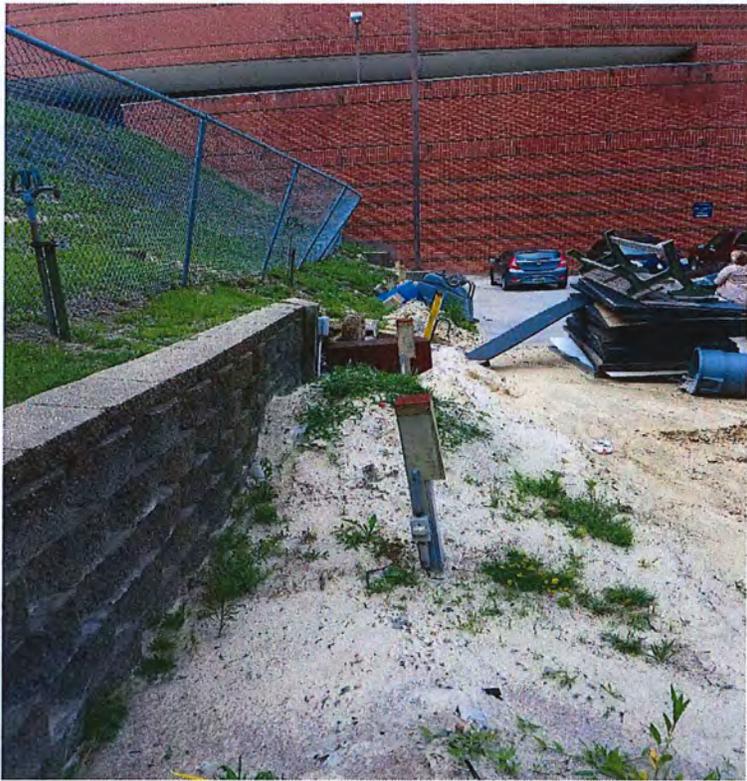
During Hurricane Matthew, the concrete block wall at the Crown Coliseum loading dock failed. E&I Staff met with Fleming & Associates on April 27, 2017 to begin the design process for a replacement retaining wall to repair the damage that was done. On June 8, 2017, FEMA reviewed the project for reimbursement. On June 22, 2017, FEMA communicated to County staff that the project had been approved for reimbursement in the amount of \$79,750.00. The County received a design from Fleming & Associates for the proposed Crown Coliseum retaining wall on September 18, 2017, and a pre-bid meeting was held on October 12, 2017 that local contractors were invited to attend. Informal bids were received on October 25, 2017 for the proposed retaining wall. The lowest, responsible and responsive bid was submitted by M&E Contracting, Inc., in the amount of \$118,052.00.

The County immediately contacted Carter Consulting, which had been retained by the County to coordinate with FEMA and NC Emergency Management for the various repairs necessary due to Hurricane Matthew. E&I staff was advised to contact the NC Department of Public Safety and provide an update regarding the actual bid amount. On December 12, 2017, the County was informed to proceed with the project by NC Emergency Management after providing the necessary documentation and a narrative describing the project cost.

RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee approve the following recommendations and forward this as a Consent Agenda item to the Board of Commissioners for its consideration at their February 19th meeting:

1. Accept the bids for the construction of the retaining wall and award a contract to M&E Contracting, Inc. in the amount of \$118,052.00.
2. Establish a contingency in the amount of \$10,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.
3. Approve Budget Ordinance Amendment **#B180039** in the amount of \$128,052 for the construction of the retaining wall at the Crown Coliseum. FEMA will reimburse Cumberland County for the full cost of the project.



AMY H. CANNON
County Manager

MELISSA C. CARDINALI
Assistant County Manager



CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

DUANE T. HOLDER
Assistant County Manager

TRACY JACKSON
Assistant County Manager

SALLY S. SHUTT
Assistant County Manager

OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR THE AGENDA OF THE FEBRUARY 1, 2018
MEETING OF THE FACILITIES COMMITTEE

TO: MEMBERS OF THE FACILITIES COMMITTEE

FROM: TRACY JACKSON, ASST. COUNTY MANAGER (TJ)

THROUGH: AMY CANNON, COUNTY MANAGER

DATE: JANUARY 24, 2018

SUBJECT: CONSIDERATION OF A REQUEST FROM THE TOWN OF
SPRING LAKE FOR REAL PROPERTY TRANSFER

Requested by: Tracy Jackson, Asst. County Manager

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

Estimate of Committee Time Needed: 10 Minutes

BACKGROUND:

The County Manager's Office has received a request from the Town of Spring Lake for a transfer of real property owned by Cumberland County which was obtained through the State Hazard Mitigation Program due to the land being subject to repeated flooding. Due to restrictions placed on the land by the Hazard Mitigation Program, this land cannot be developed in any other manner that would result in a possible future disaster claim. The property is located at 2122 Lillington Highway on the Little River and would be utilized by the Spring Lake Fire Department for emergency access if needed for water rescue situations. The deed is recorded in Book 5174/234, and the applicable North Carolina Statute that allows for the exchange is 160A-274. Attached is a copy of the written request from the town and a map showing the location of the parcel.

RECOMMENDATION/PROPOSED ACTION:

Staff recommends approval of the request by the Facilities Committee and forwarding it on to the Board of Commissioner's for consideration as a Consent Agenda item at their February 19th regular meeting.

The Town of Spring Lake

BOARD OF ALDERMEN

Larry G. Dobbins, Mayor Pro Tem
James Christian, Alderman
Densie Lucas, Alderwoman
James P. O'Garra, Alderman
Fredricka Sutherland, Alderwoman



CHARTERED IN 1951

OFFICE OF THE MAYOR

Chris V. Rey, Mayor

ADMINISTRATION

William A. "Bill" Zell, Interim Town Manager
Rhonda D. Webb, Town Clerk
Robert A. "Tony" Buzzard, Town Attorney



November 29, 2017

Ms. Amy H. Cannon, County Manager
County of Cumberland, North Carolina
117 Dick Street
Fayetteville, NC 28301

Subject: Request for Real Property Transfer
2122 Lillington Highway, Spring Lake, NC 28390
Pin: 0512-48-2469-

Dear Ms. Cannon,

The Town of Spring Lake has been evaluating potential locations that will provide access to the Little River for Fire Department water rescue operations. The property located at 2122 Lillington Highway is an ideal location for these types of operations and provides a safe low-grade access to the river. Most other locations that have access to the river have very steep grades and require hand carrying of rescue craft to the water.

Cumberland County acquired this property in 1999 with Federal funds as a Hazard Mitigation project following the flooding from Hurricanes in 1998. Due to the restrictions placed on the land by the Hazard Mitigation Program this land can not be developed in any manner that would result in possible future disaster claims.

This property already has a graded drive and excellent topography to make it very suitable for the intended use. The Town of Spring Lake would also maintain the restrictions placed within the deed and not develop the land for anything other than our intended use as rough graded ramp to the river. At some point in the future the Town may upgrade this property as an open space park for public use along the river.

Mr. Tom Cooney our Director of Public Works has had discussion with Mr. Tracy Jackson, Assistant County Manager regarding this property and has suggested that the Town of Spring Lake officially request the property transfer by Board of Alderman action. This request was approved by our Board at the regular meeting on November 27th, 2017

Any consideration of this request will be greatly appreciated by the Town of Spring Lake.

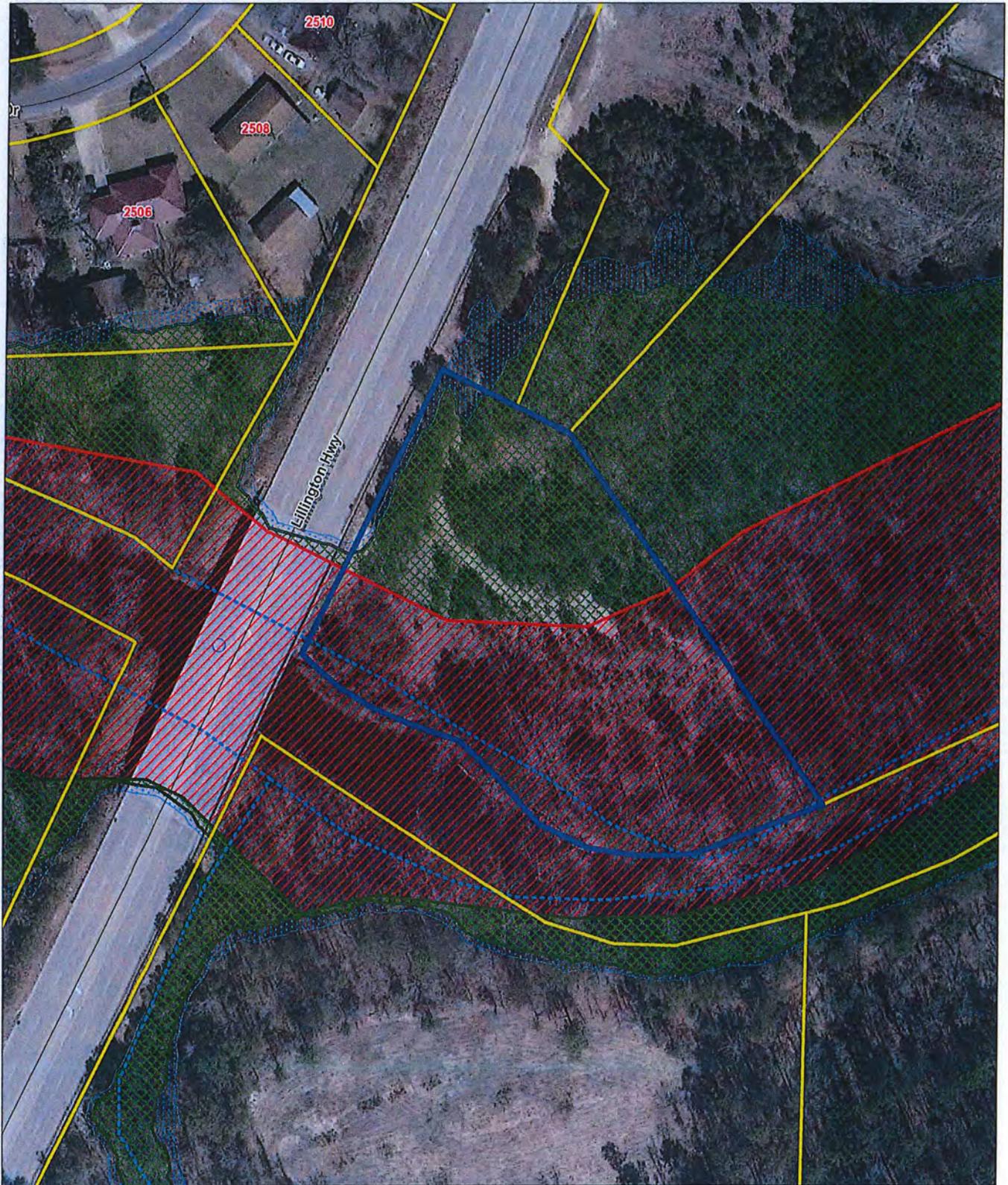
Very Respectfully,

William A. "Bill" Zell
Interim Town Manager

VOICE: (910) 436-0241

300 Ruth Street
Post Office Box 617
Spring Lake, NC 28390-0617
www.spring-lake.org

FAX: (910) 436-2667



Cumberland County Flood Zones
Adopted January 05, 2007

- A (100 YR)
- AE (100 YR)
- AE Floodway (100 YR)
- SHADED X (500 YR)

Scale: 1"= 100'

RICKEY L. MOOREFIELD
County Attorney



ITEM NO. 6

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 FEBRUARY 1, 2018,
MEETING OF THE FACILITIES COMMITTEE**

TO: Tracy Jackson, Asst. Co. Manager 
FROM: Co. Atty. *R. Moorefield*
DATE: December 28, 2017
SUBJECT: Report on Status of the Transfer of the E. Newton Smith Facility to Cumberland County Hospital System, Inc.

Requested by County Attorney
Estimate of Time Needed: 15 minutes
Attachments: Digital GIS Map to be Provided at Meeting

BACKGROUND:

On November 20, 2017, the Board approved the transfer of the E. Newton Smith and Executive Place facilities to Cumberland County Hospital System, Inc., (the "Hospital") pursuant to G.S. §131E-8 and subject to certain conditions. The E. Newton Smith building is located on the same tract of land with the Highsmith-Rainey Hospital building. The Highsmith-Rainey Hospital building is leased to Cumberland County Hospital System, Inc., for a term that expires in 2029. Part of the parking for the Highsmith-Rainey Hospital is a parking lot that consists of six (6) parcels. One of those parcels was conveyed to the Hospital with the 2006 transfer agreement. Four (4) of the parking lot parcels are owned by the County. One of the parking lot parcels is owned by the City of Fayetteville. A large digital GIS map of all these parcels will be provided at the meeting.

The Highsmith-Rainey Hospital lease commenced in 1999 and also included the Cape Fear Valley Hospital. The Cape Fear Valley Hospital was transferred to the Hospital with the 2006 transfer agreement. The base rent that was charged for the two hospital facilities under the 1999 lease was carried over to the transfer agreement in 2006. The base rent does not include an additional amount for each facility that is computed as the amount of the ad valorem property taxes on the real estate if it was taxable. No action was taken by the Board to terminate the 1999 lease. The minutes of the meetings at which the Board discussed and approved the 2006 transfer agreement do not reflect the Board's intent as to whether the Highsmith-Rainey Hospital was to have continued as a lease or was to have been transferred.

RECOMMENDATION/PROPOSED ACTION:

The county attorney requests direction from the Board as to whether it prefers to subdivide and transfer the E. Newton Smith facility only or to transfer the entire parcel to include the Highsmith-Rainey Hospital building and the associated parking lot parcels.