

CUMBERLAND COUNTY FACILITIES COMMITTEE
NEW COURTHOUSE, 117 DICK STREET, 5TH FLOOR, ROOM 564
OCTOBER 4, 2012 - 8:30 A.M.
MINUTES

MEMBERS PRESENT: Commissioner Jimmy Keefe, Chair
Commissioner Kenneth Edge
Commissioner Billy King (arrived at 8:34 a.m.)

OTHER COMMISSIONERS
PRESENT: Commissioner Marshall Faircloth (arrived at 8:53 a.m.)
Commissioner Jeannette Council (arrived at 9:20 a.m.)
Commissioner Ed Melvin

OTHERS PRESENT: Amy Cannon, Deputy County Manager
James Lawson, Assistant County Manager
Sally Shutt, Chief Public Information Officer
Rick Moorefield, County Attorney
Jeffery Brown, Engineering and Infrastructure Director
Howard Abner, Assistant Finance Director
Darrell Handelsman, Fayetteville Swampdogs
Candice White, Clerk to the Board
Kellie Beam, Deputy Clerk to the Board
Press

Commissioner Jimmy Keefe called the meeting to order.

1. APPROVAL OF MINUTES – SEPTEMBER 6, 2012 MEETING

MOTION: Commissioner Edge moved to approve the minutes.
SECOND: Commissioner Keefe
VOTE: UNANIMOUS (2-0)

2. CONSIDERATION OF REQUEST TO LEASE BOTH FLOORS OF THE
ROBESON S & L BUILDING TO THE FACVB

Amy Cannon, Deputy County Manager, stated this item was on the September Facilities Committee agenda and management had requested additional time to discuss details of the lease with Mr. Meroski from the FACVB. Ms. Cannon stated there had been additional discussion with Mr. Meroski and Rick Moorefield, County Attorney, regarding a new proposed rate for the committee's consideration.

Mr. Moorefield stated since the discussion at the September 6, 2012 Facilities Committee meeting, management has agreed to recommend a rental term of ten (10) years and a

rental rate of \$10.50 per square foot for the lease of the old Robeson S & L Building to the FACVB, subject to the Board of Commissioner's finding that the building will not be needed for government purposes during that lease term.

Mr. Moorefield stated the other terms of the existing arrangement will remain in place with the essential lease terms being as follows:

Premises: Robeson S & L Building, located on Person Street across from the Courthouse.

Lessee: FACVB

Notice of Intent:

Will be required

Use: To conduct activities to promote tourism and the use of convention facilities in Cumberland County

Term: Ten (10) years commencing upon approval by Board of Commissioners

Renewal Terms:

None

Rent: 7,049 square feet @ \$10.50 per square foot for annual rent of \$74,015

Utilities: Lessee's responsibility

Regular Inside Maintenance:

Lessee's responsibility

Janitorial: Lessee's responsibility

Maintenance of Exterior, Parking Lot and Landscaping:

County's responsibility

Insurance: \$1 million general liability provided by lessee

Improvements:

At lessee's cost, subject to county's approval

Early Termination Provision:

None

MOTION: Commissioner Edge moved to approve the lease agreement as presented by the county attorney.

SECOND: Commissioner Keefe

VOTE: UNANIMOUS (2-0)

3. UPDATE ON THE STATUS OF THE FORMER BOARD OF ELECTIONS BUILDING AND BOARD OF ELECTIONS MOVE TO THE E. NEWTON SMITH BUILDING

James Lawson, Assistant County Manager, stated he had no significant information to report since the update provided to the Facilities Committee last month on the status of the former Board of Elections building and the Board of Elections move to the E. Newton Smith building. Mr. Lawson stated he had received three phone calls in reference to the

former Board of Elections building from brokers. Mr. Lawson stated an advertisement ran in the Fayetteville Observer in June publicizing the sale of the former Board of Elections building and an ad ran in the July edition of the Up & Coming. Mr. Lawson further stated there continues to be an ad running on Cumberland County's website and there are several signs located on the property advertising the sale.

Mr. Lawson stated the Board of Elections started the move to the E. Newton Smith building on Monday, August 20th, the move was completed on Friday, August 24th, and the Board of Elections was fully operational on Monday, August 27th. Mr. Lawson stated once the former Board of Elections building was vacated he performed a walk-through of the building and stated it was in great condition. Mr. Lawson stated there had been no disruption in service and the Board of Elections staff has been pleased with the entire moving process.

Commissioner King inquired about the asking price and how long the former Board of Elections building would be on the market. Mr. Lawson stated the asking price of the former Board of Elections building is \$675,000 and the plan is to keep the building on the market for six (6) months until December of 2012. Commissioner Keefe stated if no offers are received on the building, it will revert back to county's inventory. Commissioner Keefe asked county management to bring suggestions on how to best utilize the building to include remodeling costs should no offers be received.

Commissioner Edge asked about the status of the former Legal Aid building on the corner of Russell Street and Gillespie Street. Ms. Cannon stated she thought action was taken by the Board of Commissioners to have the building demolished. Ms. Cannon further stated the former county engineer had also developed a cost estimate to renovate the building. Commissioner Keefe asked that an update to include recommendations for the former Legal Aid be provided to the Facilities Committee at its meeting on November 1, 2012.

4. UPDATE ON THE STATUS OF THE EMPLOYEE WELLNESS CENTER AND PHARMACY

Ms. Cannon stated the Employee Clinic opened on Monday, August 13th and stated the clinic is mainly seeing patients with acute illnesses and averages eight to nine patients per day plus daily phone consultations. Ms. Cannon stated clinic staff is working hard to assist county employees in a cost-conscious way.

Ms. Cannon stated the Employee Pharmacy opened on Monday, August 20th and the pharmacy has filled over 1,000 prescriptions since opening. Ms. Cannon stated there had been a transition in pharmacy staffing but there has been no disruption in service. Ms. Cannon stated county management is pleased with the Employee Clinic and Employee Pharmacy at this point.

Commissioner King asked how well the Employee Wellness Center is being advertised. Ms. Cannon stated the county's Chief Public Information Officer Sally Shutt has

provided mass information to employees thru email and the intranet. Ms. Cannon stated it may take six to nine months to get a good perspective on the Employee Wellness Center.

Commissioner Edge asked if anything is being done to incentivize county employees to use the Employee Pharmacy. Ms. Cannon stated the county employees that choose to use the Employee Pharmacy pay a lower co-payment than at a retail pharmacy. Ms. Shutt stated county employees have access to the pharmacy pricing on the county's website. Ms. Cannon stated updates have been sent almost on a weekly basis to county employees promoting the Employee Wellness Center. Commissioner Edge stated he would like to see the progress being tracked.

Ms. Cannon stated the Employee Wellness Center is currently only open to county employees and retirees covered under the healthcare plan. Ms. Cannon stated the goal is to eventually open the Employee Wellness Center to dependants of county employees covered under the healthcare plan. Ms. Cannon stated this will help maximize cost savings.

5. UPDATE ON THE LEASE FOR THE J.P. RIDDLE STADIUM

Mr. Moorefield stated the current lease for the J.P. Riddle Stadium expires at the end of 2012. Mr. Moorefield stated the Swampdogs wish to continue to lease the stadium under the same general terms and conditions. Mr. Moorefield further stated that due to the language in the agreements between the city and the county for the operation of the joint recreation department, a request was made to the City of Fayetteville to clarify what the city regarded as its maintenance responsibilities for the stadium.

Mr. Moorefield stated the essential terms of the proposed lease are as follows:

Premises:	J.P. Riddle Stadium
Lessee:	Hometown Sports America, Inc.
Notice of Intent:	
	Will be required
Use:	As the home field for an amateur baseball club playing in the Coastal Plains League
Term:	Four years commencing January 1, 2013
Renewal Term:	
	One 4-year renewal term to be exercised at the option of the club
Rent:	Total amount (including concession rights) is \$12,000 annually
Utilities:	County to pay all utilities, including parking lot security lights, sign lighting, water for playing field and irrigation, all other water, sewer, electric and telephone with the club to reimburse flat amount of \$150 per game during the playing season and \$250 per month for the months of the off-season when no games are played

Maintenance by the Club:

- Dragging and lining the field for its games and clean-up of concessions and locker areas
- HVAC system for the club office
- Field tarp and batter's cage and batter's/pitcher's tunnel
- All concession equipment, including cookers, grills, coolers, freezers, drink dispensers, food and beverage handling equipment
- Signage used for advertising/marketing (not the stadium identification sign)

Maintenance by the County:

- All regular maintenance
- Mowing, edging, fertilizing playing surface
- Maintaining parking lot, mowing and landscaping outside the ballpark
- Post-game clean-up
- All electrical and mechanical systems including field lighting, parking lot lighting, scoreboard, plumbing, stadium identification sign, backstops, dugouts, foul poles, outfield fence
- All structures and buildings including the clubhouse, public restrooms, concession buildings, press box, ticket booths, bleachers and box seats

Mr. Moorefield stated the city is proposing that all maintenance will be provided by the city, which will be fully funded by the county out of the county's general fund, and that the county to retain all liability for maintenance performed by the city.

Janitorial: Club's responsibility
Insurance: As required by the County Risk Manager
Early Termination Provision: None

Mr. Moorefield explained in the existing agreement the city is responsible for all maintenance but the county pays for the maintenance. Mr. Moorefield further explained in the existing agreement the city has no liability for the stadium or the maintenance of the stadium because the liability is assumed by the county.

Mr. Moorefield stated it would make more sense if the county assumed responsibility for the maintenance at the stadium since the county assumes the liability. Commissioner Edge and Commissioner King concurred.

MOTION: Commissioner Edge moved to approve the lease agreement as presented with the note that the city be taken out of the agreement and the county be solely responsible for the maintenance of the stadium.

SECOND: Commissioner King

VOTE: UNANIMOUS (3-0)

6. OTHER ITEMS OF BUSINESS

There were no other items of business.

MEETING ADJOURNED AT 9:23 AM.