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# CUMBERLAND ★ COUNTY ★ NORTH CAROLINA

## BOARD OF COMMISSIONERS

CANDICE WHITE  
Clerk to the Board

KELLIE BEAM  
Deputy Clerk

### MEMORANDUM

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

FROM: Kellie Beam, Deputy Clerk to the Board **KB**

DATE: November 27, 2017

SUBJECT: Facilities Committee Special Meeting – Thursday, November 30, 2017

**There will be a special meeting of the Facilities Committee on Thursday, November 30, 2017 at 9:30 AM in Room 564 of the Cumberland County Courthouse.**

### AGENDA

1. Presentation on J.P. Riddle Stadium Improvements and Lease Extension **(Pg. 2)**
2. Consideration of Request to Relocate and Renovate Court Offices in the E. Maurice Braswell Courthouse **(Pg. 10)**

Cc: Board of Commissioners, County Management, County Legal, County Department Heads, Sunshine List



ITEM NO. 1

**CUMBERLAND**  
★ **COUNTY** ★  
NORTH CAROLINA

**ENGINEERING & INFRASTRUCTURE DEPARTMENT**

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

**MEMO FOR THE AGENDA OF THE NOVEMBER 30, 2017**  
**MEETING OF THE FACILITIES COMMITTEE**

**TO:** FACILITIES COMMITTEE MEMBERS  
**FROM:** JEFFERY P. BROWN, PE, E & I DIRECTOR  
**THROUGH:** TRACY JACKSON, ASSISTANT COUNTY MANAGER  
**DATE:** NOVEMBER 27, 2017  
**SUBJECT:** PRESENTATION ON J.P. RIDDLE STADIUM  
IMPROVEMENTS AND LEASE EXTENSION  
**Requested by:** JEFFERY P. BROWN, PE, E & I DIRECTOR  
**Presenter(s):** JEFFERY P. BROWN, PE, E & I DIRECTOR  
**Estimate of Committee Time Needed:** 20 MINUTES

**BACKGROUND:**

This item was presented at the November 2<sup>nd</sup> Facilities Committee, and additional information regarding this matter was requested at that time. The existing lease is included with this memo along with a cost summary of FY 17 for J.P. Riddle Stadium.

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.
- 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 inclusion in a new lease agreement.

## Summary of Revenue and Expenditures for JP Riddle Stadium

Occupant:	SwampDogs	
Location:	JP Riddle Stadium	
Lease Term:	1/1/2017-12/31/2017	
Flat Rent:	\$12,000	\$12,000.00 Paid upfront in January
Off Season Rate per Month:	250 @ 8 months	\$2,000.00 Paid upfront in January
Game Fee:	\$150 @ 29 games	\$4,350.00 Paid at the end of the season

### REVENUE

Annual Basis	<u><u>\$18,350.00</u></u>
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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	<u>1,138.00</u>
<b>TOTAL</b>	<b>\$111,425.68</b>

STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND

LEASE AGREEMENT  
FOR J. P. RIDDLE STADIUM

Notice of Intent advertised in Fayetteville Observer on August 19, 2016  
Approved by Board of Commissioners on December 19, 2016

THIS LEASE AGREEMENT is made and entered into this 19<sup>th</sup> day of December, 2016, 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 over ten 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, 2017 and shall terminate on December 31, 2017. At the Club's option, it may extend this lease under the same terms for up to three (3) additional years in one year consecutive terms. 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 each yearly 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 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 15<sup>th</sup> through August 30<sup>th</sup>. 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. Such coverages shall have a minimum of \$1 million liability limit per occurrence for all property damage and bodily injury and provide for a minimum of \$1 million excess liability or same in a commercial umbrella policy. 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 15<sup>th</sup> 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.

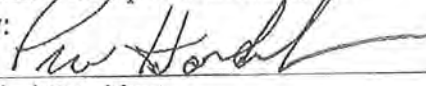
17. Entire Agreement. This lease agreement contains and represents the entire agreement between the County and the Club, and may not be altered, amended, modified or revised except in a writing signed by the parties.

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:

  
(Vice) President

Corporate Seal

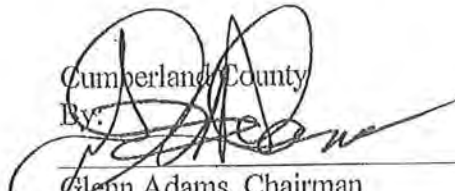
Attest:

(Asst.) (Secretary)

Lessor:

Cumberland County

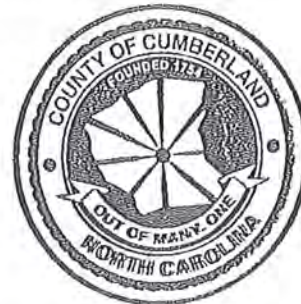
By:

  
Glenn Adams, Chairman  
Board of Commissioners

County Seal

Attest:

  
Candice White, Clerk to the Board



AMY H. CANNON  
County Manager

MELISSA C. CARDINALI  
Assistant County Manager



ITEM NO. 2

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 NOVEMBER 30, 2017 MEETING OF THE FACILITIES COMMITTEE

**TO:** MEMBERS OF THE FACILITIES COMMITTEE

**FROM:** TRACY JACKSON, ASST. COUNTY MANAGER

**THROUGH:** AMY CANNON, COUNTY MANAGER

**DATE:** NOVEMBER 21, 2017

**SUBJECT:** CONSIDERATION OF A REQUEST TO RELOCATE AND  
RENOVATE COURT OFFICES IN THE E. MAURICE BRASWELL  
COURTHOUSE

**Requested by:** Tracy Jackson, Asst. County Manager

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

**Estimate of Committee Time Needed:** 30 Minutes

#### 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. Attached is a summary of the space needs and a preliminary cost estimate divided into two phases based upon priority (attached) totaling \$97,600 for both phases. During this meeting, Staff will explain existing occupancies and proposed changes by floor for each area of the Courthouse.

#### RECOMMENDATION/PROPOSED ACTION:

Staff presents the attached material for the Facilities Committee review and as information only.

## Phase I - Renovation and Reallocation of Courthouse Space Project Estimates

### Room 454 (New Interior Rooms)

3 small desks/3 chairs	\$5,000
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

**GRAND TOTAL      \$42,700**

## Phase II - Renovation and Reallocation of Courthouse Space Project Estimates

### Law Library (Existing)

Cubicle/workspaces moved from Rm 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

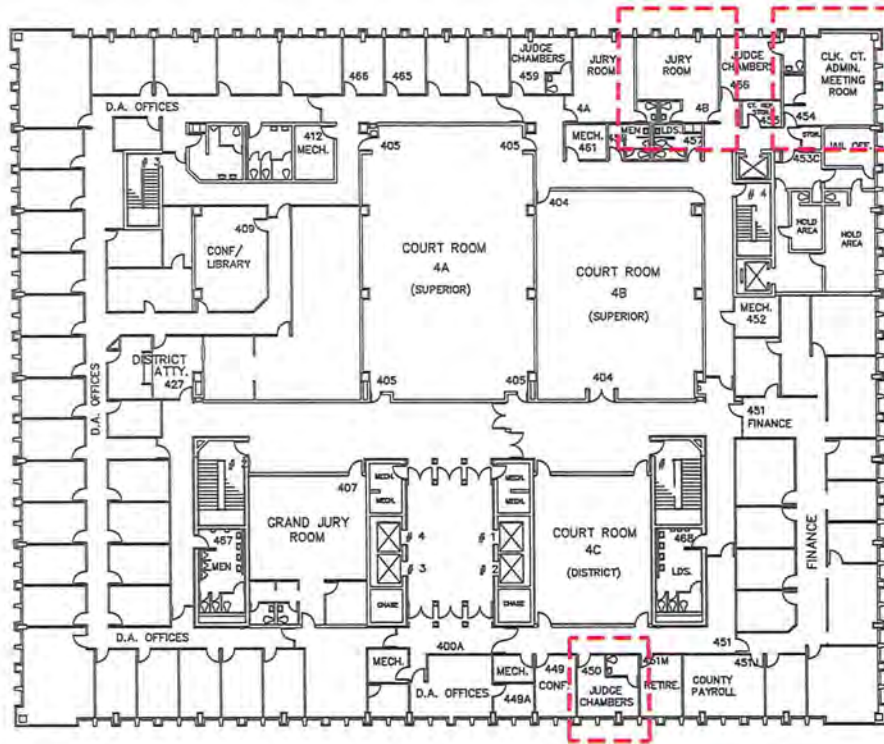
### Room 24 (Existing)

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**



## FOURTH FLOOR PLAN



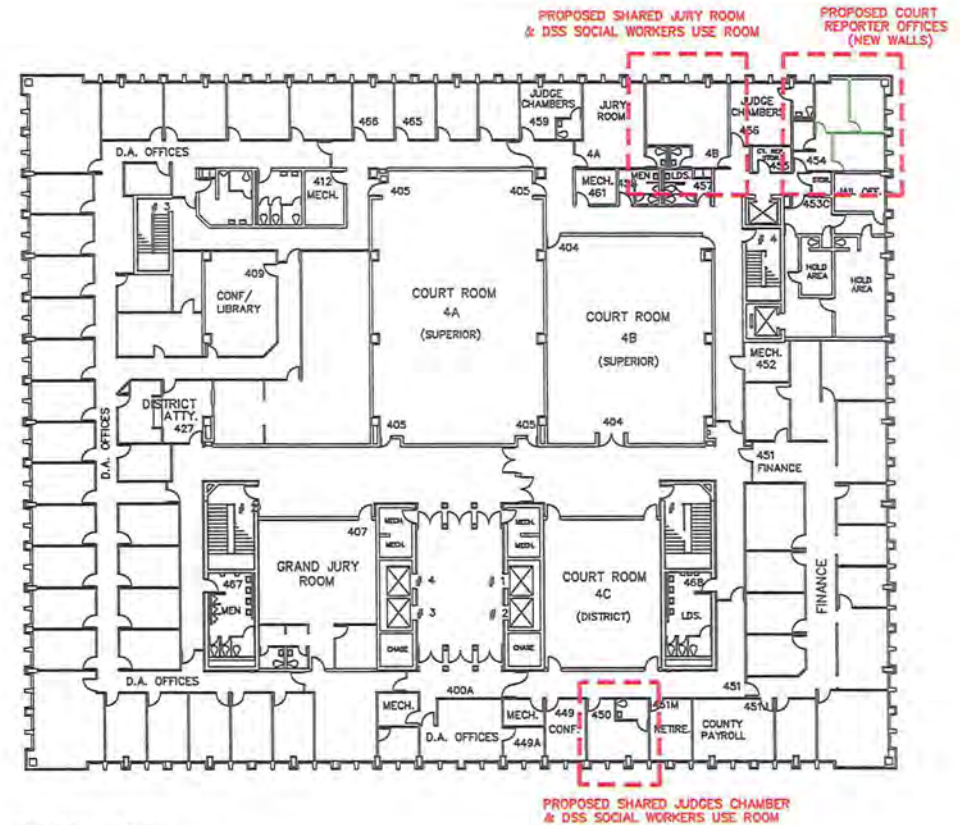
PHASE I



PHASE II



## FOURTH FLOOR PLAN



### ROOM #450

- DSS PROVIDING CHAIRS, & WALL FASTENED MONITOR
- RELOCATE COPIER

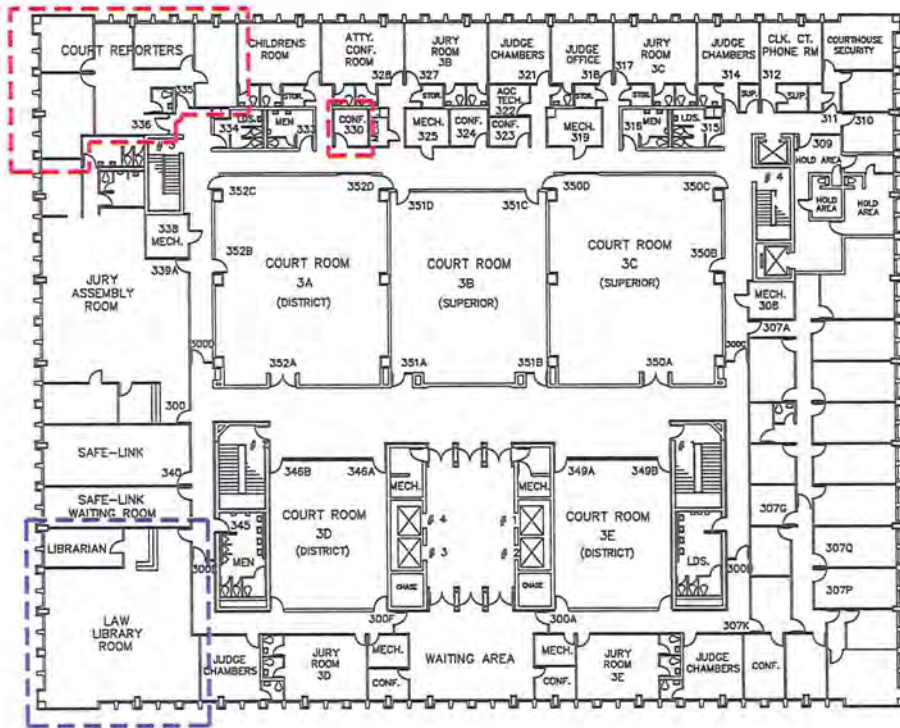
### JURY ROOM 4B

- DSS PROVIDING PORTABLE MONITOR

### ROOM #454

- 3 SMALL DESKS/ 3 CHAIRS
- WALLS/DOORS (3 OFFICES)
- DATA/ ELEC/ MECH
- HARDWARE/ PAINT

## THIRD FLOOR PLAN



EXISTING CONDITIONS

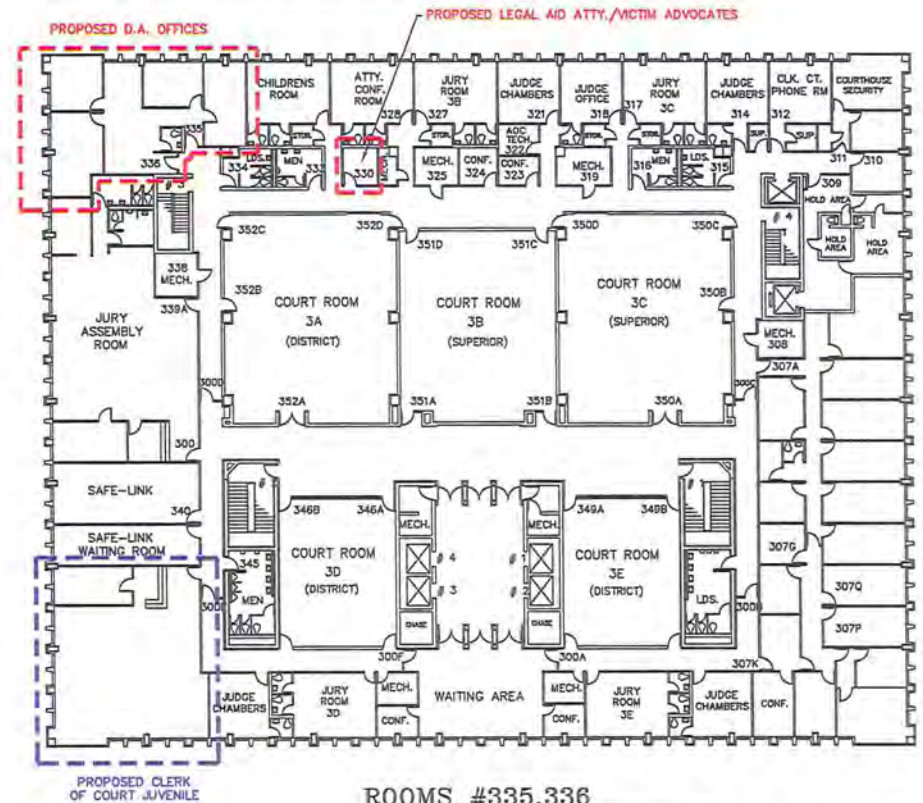
PHASE I



PHASE II



## THIRD FLOOR PLAN



### ROOMS #335,336

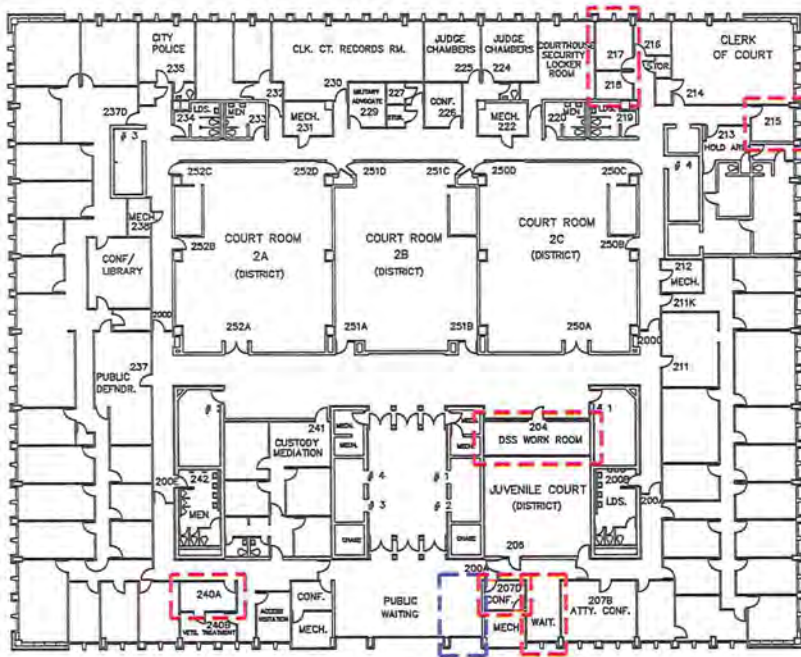
- 3 RECTANGLE DESKS/ 6 CHAIRS
- MISC.

### LAW LIBRARY ROOM

- CUBICLE/ WORKSPACES MOVED FROM RM. 24
- 2 NEW WORKSTATIONS
- INSTALL 11 NEW DATA LINES
- ADD BLINDS TO 2 EXISTING WINDOWS
- DEMO COUNTER/ REPAIR CARPET
- BUILD NEW FRONT COUNTER
- MOVERS (1 DAY)
- ELEC/ MECH/ FAX
- SHELVING (POSSIBLY KEEP)



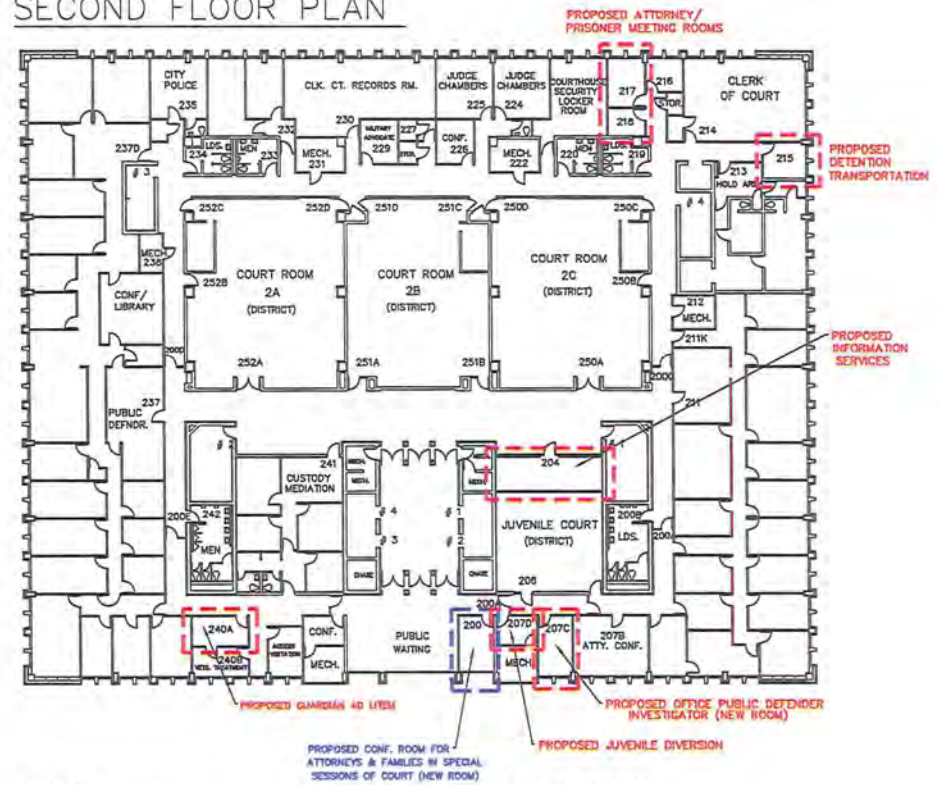
## SECOND FLOOR PLAN



EXISTING CONDITIONS



## SECOND FLOOR PLAN



### ROOM #204

- DEMO EXISTING WORKSTATIONS
- PAINT
- DATA / ELEC / MECH

### ROOM #215

- 1 DESK/ CHAIR
- REMOVE SECURITY CAGES ON 2 WINDOWS
- DATA / ELEC

### ROOM #217

- RELOCATE SECURITY CAGES TO WINDOWS
- ADD SECURITY WINDOWS TO EXISTING DOOR

### ROOM #218

- ADD SECURITY WINDOWS TO EXISTING DOOR

### ROOM #240A

- CHAIR

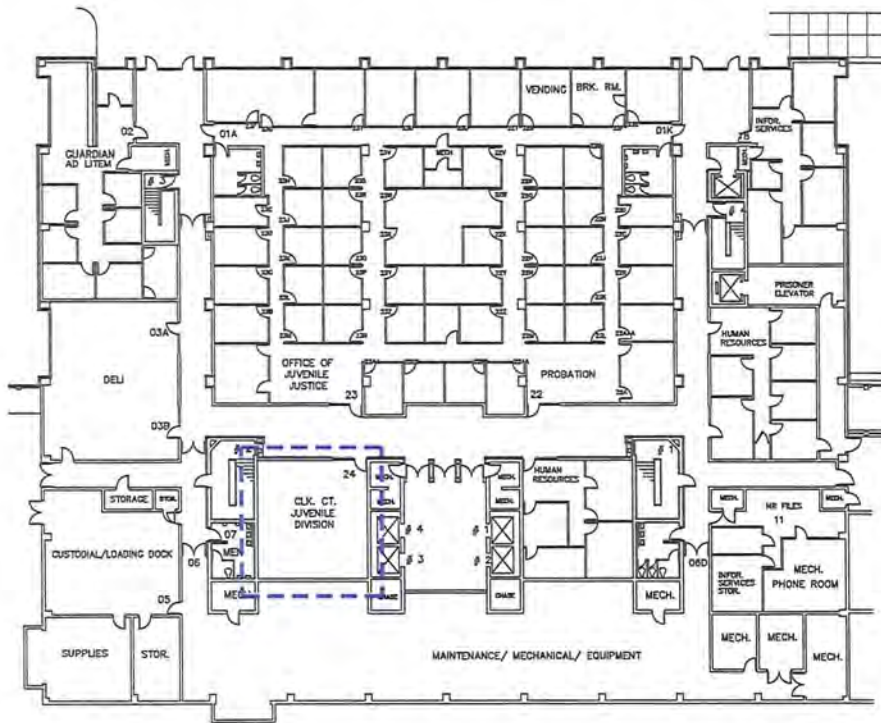
### ROOM #200

- ADD WALLS (10.5' TALL) / DOOR
- HARDWARE
- DATA/ ELEC/ MECH
- CARPET
- REMOVE TV/ REMOUNT
- SPRINKLERS
- CONFERENCE TABLE/ CHAIRS

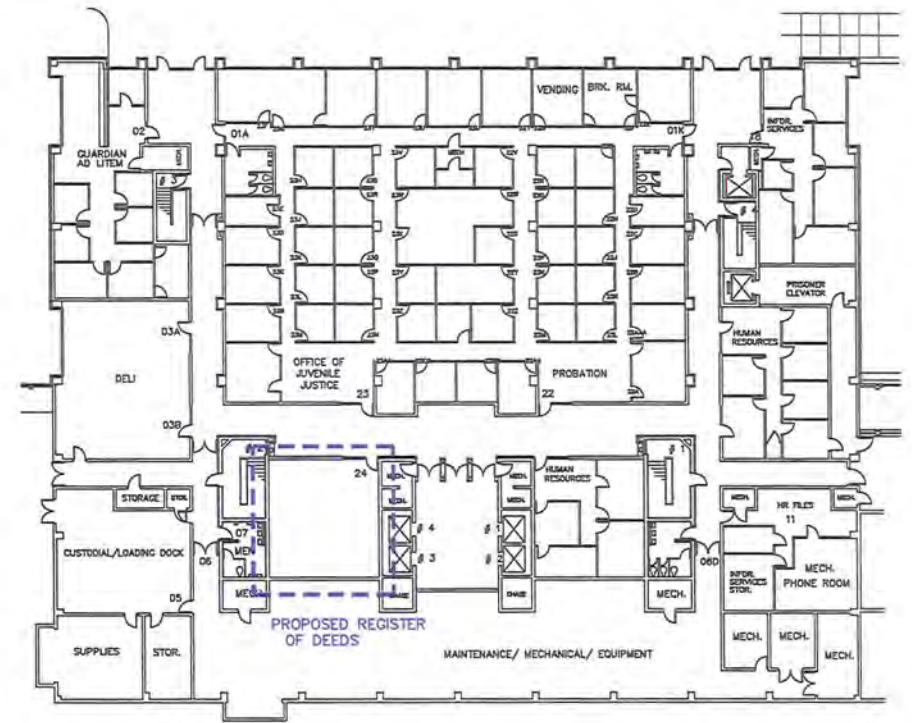
### ROOM #207C

- ADD WALL / DOOR
- CARPET
- FIRE STROBE MOVE
- DATA/ ELEC/ MECH
- HARDWARE

## LOWER LEVEL PLAN



## LOWER LEVEL PLAN



### ROOM #24

- 1 DESK/ CHAIRS
- CARPET
- ROLL FILE SYSTEM
- 3 DATA/ 1 PHONE
- ELEC/ MECH/ PAINT