

GLENN B. ADAMS
Chairman

CHARLES E. EVANS
Vice Chairman

MICHAEL C. BOOSE
JEANNETTE M. COUNCIL
W. MARSHALL FAIRCLOTH
JIMMY KEEFE
LARRY L. LANCASTER



CUMBERLAND ★ COUNTY ★ NORTH CAROLINA

CANDICE WHITE
Clerk to the Board

KELLIE BEAM
Deputy Clerk

BOARD OF COMMISSIONERS

MEMORANDUM

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

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

DATE: December 1, 2017

SUBJECT: Facilities Committee Regular Meeting – Thursday, December 7, 2017

There will be a regular meeting of the Facilities Committee on Thursday, December 7, 2017 at 8:30 AM in Room 564 of the Cumberland County Courthouse.

AGENDA

1. Approval of Minutes – November 2, 2017 Regular Meeting **(Pg. 2)**
2. Further Discussion of the J.P. Riddle Stadium Lease Agreement **(Pg. 12)**
3. Consideration of a Contract for Stream Debris Removal **(Pg. 13)**
4. Consideration of Renewal of Lease with North Carolina Department of Agriculture **(Pg.19)**
5. Consideration of Condemnation of Easements for the Overhills Park Water & Sewer District **(Pg. 27)**
6. 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 2, 2017 - 8:15 A.M.
SPECIAL MEETING MINUTES

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

OTHER COMMISSIONERS PRESENT:
Commissioner Jimmy Keefe
Commissioner Michael Boose

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
Rick Moorefield, County Attorney
Jeffery Brown, Engineering & Infrastructure Director
Deborah Shaw, Budget Analyst
Heather Harris, Budget Analyst
Geneve Mankel, Communications & Outreach Coordinator
Claudia Sievers, Graphic Design Information Specialist
Jon Soles, Public Information Specialist
Shamon Larson, IS Applications Manager
Erwin Kelly, IS Applications Analyst
Keith Todd, Information Services Director
Ellen Hancox, Trial Court Administrator
Julean Self, Human Resources Director
Brenda Jackson, Social Services Director
Kim Barefoot, DSS Finance
Vicki Evans, Finance Director
Ivonne Mendez, Financial Specialist
Judge Robert Stiehl, District Court Judge
Jeremy Aagard, Fayetteville Swampdogs
John Nalbone, Department of Social Services
Candice White, Clerk to the Board
Kellie Beam, Deputy Clerk to the Board
Press

Commissioner Glenn Adams called the meeting to order.

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1. APPROVAL OF MINUTES – OCTOBER 5, 2017 REGULAR MEETING

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

2. CONSIDERATION OF OFFER OF BLUE SKY LLC TO PURCHASE A PARCEL IN THE CUMBERLAND INDUSTRIAL CENTER

BACKGROUND:

Blue Sky LLC has made an offer of \$10,000 to purchase the parcel described as Outparcel "A" on the plat of the Cumberland Industrial Center recorded in Plat Book 68 at page 13 in the Office of the Register of Deeds. The parcel lies in the intersection of Tom Starling Road and Research Drive. It is a narrow parcel approximately 75' in width and 700' in length lying between Research Drive and the property of McCune Technology, Inc. The recorded plat identifies it as "undevelopable at current standards."

The parcel is identified in the tax records with Parcel ID 0423-99-5861. It is assessed as commercial property with an assessment rate of 0.49 per square foot and a total assessed value of \$25,203.

Signage for the Cumberland Industrial Center is located on the parcel near the street intersection. The buyer has agreed to accept the property subject to a signage easement. The buyer has also been informed that the sale must be subject to the upset bid process.

RECOMMENDATION/PROPOSED ACTION:

The county attorney advises that acceptance of this offer must be made subject to the following conditions:

- (1) a determination that property is not needed for governmental purposes;
- (2) the reservation of a signage easement deemed sufficient by the county engineer to maintain and replace the signage;
- (3) the liability for ad valorem taxes set out in G.S. § 105-285(d); and
- (4) the upset bid process set out in G.S. § 160A-269.

Rick Moorefield, County Attorney, reviewed the background information and recommendation as recorded above. Mr. Moorefield stated since this is not an economic development matter it would be subject to the upset bid process.

MOTION: Commissioner Lancaster moved to recommend to the full board approval to accept the offer from Blue Sky LLC to purchase the parcel listed above subject to the following conditions:

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- (1) a determination that property is not needed for governmental purposes;
- (2) the reservation of a signage easement deemed sufficient by the county engineer to maintain and replace the signage;
- (3) the liability for ad valorem taxes set out in G.S. § 105-285(d); and
- (4) the upset bid process set out in G.S. § 160A-269.

SECOND: Commissioner Council

VOTE: UNANIMOUS (3-0)

3. CONSIDERATION OF TRANSFER OF E. NEWTON SMITH AND EXECUTIVE PLACE FACILITIES TO CUMBERLAND COUNTY HOSPITAL SYSTEM, INC, D/B/A/ CAPE FEAR VALLEY HEALTH SYSTEM

BACKGROUND:

Cape Fear Valley Health System, the "Hospital," needs additional space to accommodate its new residency program. The Hospital currently leases approximately half of the County's office building at 711 Executive Place for \$108,762 annually and the fourth floor of the E. Newton Smith building for \$94,555 annually. Both facilities are sufficient for the Hospital's use for the residency program and other hospital functions. The County's employee pharmacy and the Board of Elections occupy the first floor of the E. Newton Smith building. The remaining portion of the Executive Place office building is leased to Alliance Behavioral Health Care for \$225,848 annually. Alliance has the right to lease its space until December 31, 2023. There is a separate, small office building at Executive Place occupied by the County's Community Development Department and Senior Community Service Employment Program.

County and Hospital management are engaged in on-going discussions of the transfer of these two facilities to the Hospital. The conveyance of county-property to a non-profit hospital corporation is governed by G.S. § 131E-8. This would be the same type of transfer that was done with the 2006 Transfer Agreement when the county-owned hospital property was transferred to the Hospital; however, the continued occupancy of portions of these facilities by County Departments and a commercial tenant present an issue that must be addressed to comply with the statutory restrictions.

To assure statutory compliance, the county manager and county attorney recommend the County pursue an agreement with the Hospital as follows:

- (1) The E. Newton Smith building be transferred to the Hospital pursuant to G.S. § 131E-8, subject to the reservation of a leasehold interest to the County for its continued use and occupancy of the first floor for County's governmental purposes for a term not to exceed 90 years, with the Hospital to be responsible for all maintenance including the first floor.

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- (2) The entire parcel at Executive Place be transferred to the Hospital pursuant to G.S. § 131E-8 at such time as the Alliance lease terminates with the County to continue to maintain the property and the Hospital to continue to pay rent pursuant to its lease.
- (3) The transfer of the Executive Place parcel would be subject to the reservation of a leasehold interest to the County for its continued use and occupancy of the separate, small office building for County's governmental purposes for a term not to exceed 90 years, with the County to be solely responsible for all maintenance of that building.

Once all the details are finalized the agreement must be reviewed by bond counsel to determine whether there are any further limitations to the transaction arising from the use of tax-exempt financing for the acquisition or construction of the facilities.

RECOMMENDATION/PROPOSED ACTION:

County Manager and County Attorney ask the Facilities Committee to recommend the transfer of these facilities to the Hospital and direct the County Attorney develop a formal agreement with the Hospital for this purpose.

Amy Cannon, County Manager, reviewed the background information and recommendation as recorded above. Ms. Cannon stated she had been working with Mr. Moorefield the County Attorney on this item.

Ms. Cannon stated the new Public Health facility was completed in 2010 and the County researched what to do with the former Public Health facility at that time. Ms. Cannon further stated the County approached the hospital in 2010 but at that time the hospital did not have a need for a building that size. Ms. Cannon stated with the implementation of the residency program the hospital is now in need of additional classroom space and has sought assistance from the state and the county. Ms. Cannon stated she has met with the CEO of Cape Fear Valleys several times to find ways the county can support the residency program and their need for additional space.

Ms. Cannon stated she asked the County Attorney Rick Moorefield to look at the legal side of the transfer of buildings to the hospital and they have jointly developed a recommendation for the board to consider.

MOTION: Commissioner Lancaster moved to recommend to the full board approval of the recommendation of the County Manager and the County Attorney to transfer the facilities listed above to the Hospital and direct the County Attorney to develop a formal agreement with the Hospital for this purpose.

SECOND: Commissioner Council

VOTE: UNANIMOUS (3-0)

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

BACKGROUND:

Jeremy Aagard, General Manager for the Swampdogs, along with the team owner, Lou Handelsman, reached out to County staff requesting that the County make capital improvements to J.P. Riddle Stadium that would enhance the fan experience. In exchange, the Swampdogs are 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 the parties can negotiate various terms in the agreement. Renegotiating the terms of the lease agreement with the Swampdogs may allow them to stay in Fayetteville and continue to utilize the J.P. Riddle stadium.

The Swampdogs are interested in addressing the following items in the existing lease that expires on December 31, 2017:

- Rent and concessions payment percentage.
- Cap of twenty (20) non-Coastal Plain League (CPL) events that the Swampdogs have the ability to schedule at the stadium.
- HVAC system maintenance for the Club Office and telephone services for the clubhouse and office.

The Swampdogs are also interested in the following improvements:

- | | |
|---|-----------|
| • Replace the existing scoreboard with a video scoreboard | \$230,000 |
| • Upgrade the existing marquee sign to digital LED | \$22,000 |

Funding identified for improvements to the E. Newton Smith facility as part of the installment financing may be redirected to fund these requested improvements.

RECOMMENDATION/PROPOSED ACTION:

Staff is seeking permission to negotiate the terms of a new lease agreement with the Swampdogs and bring back to the Facilities Committee.

Tracy Jackson, Assistant County Manager, reviewed the background information and recommendation as recorded above. Mr. Jackson stated the Swampdogs approached the County about discussing the terms of their contract. Ms. Cannon stated Management is seeking guidance on whether the board is willing to entertain an extension of the J.P. Riddle Stadium lease with some capital improvements.

Chairman Adams stated everything the Swampdogs have proposed will cost the County additional money. Chairman Adams stated he does not believe the committee can make this kind of decision on spending this kind of money in an hour. Chairman Adams further stated he would like to have staff gather additional information and have a special meeting to further discuss this issue. Commissioner Keefe stated he would like Management to provide a copy of the J.P. Riddle Stadium lease to the board before a

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decision is made. Commissioner Council agreed with Commissioner Keefe and stated she needs more information regarding the funding amounts.

The consensus of the Facilities Committee was for Management to gather all the necessary information to include the J.P. Riddle Stadium lease and schedule a special meeting of the Facilities Committee within the next two or three weeks. No action taken.

5. PRESENTATION ON COUNTY GROUP HOME FACILITIES

BACKGROUND:

The Group Care Program addresses issues and other identified problems by providing youth & their parents or caregivers with a 24-hour program designed to strengthen their relationships. Right Track (boys) and Safe Landing (girls) Group Homes were created in Cumberland County by Juvenile Crime Prevention Council, state/federal foster care and county funds to assist in addressing these needs in the community. The target population is youth aged 13-17 years and their families. The program works closely with Juvenile Court Counselors, Juvenile Assessment Centers, Mental Health professionals, DSS, Schools, Communicare and NC Dept. of Juvenile Justice affiliated programs. Both group homes are Community-Based Alternative facilities, licensed by NC Department of Health and Human Services.

Today's presentation is a follow-up to the September 7, 2017 discussion about improving the effectiveness and efficiency of group home services and properties. Based on utilization of current facilities, staff believes there are advantages to combining group home placements into one facility. Over the past year there has been a steady decline in the number of referrals received for the group home placements for girls. The home is licensed for six youth. There is an average of two youth in the girls group home per month. The boys group home maintains consistent occupancy.

RECOMMENDATION/PROPOSED ACTION:

Staff requests approval to combine the current boy's facility with the girl's facility at Safe Landing to create one unisex group home effective July 1, 2018, pursuant to formal approval in the Juvenile Crime Prevention Council (JCPC) budget process which is anticipated to be completed in early 2018.

Brenda Jackson, Department of Social Services Director, reviewed the background information and recommendation as recorded above. Ms. Jackson reviewed additional information regarding the boys and girls group homes and provided funding information.

Commissioner Keefe asked what other counties in North Carolina are doing regarding group homes. Ms. Jackson stated very few counties operate juvenile group homes. Duane Holder, Assistant County Manager, stated juvenile group homes are typically done through private non-profit agencies.

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- MOTION:** Commissioner Council moved to recommend to the full board approval to combine the current boy's facility with the girl's facility at Safe Landing to create one unisex group home effective July 1, 2018, pursuant to formal approval in the Juvenile Crime Prevention Council (JCPC) budget process which is anticipated to be completed in early 2018.
- SECOND:** Commissioner Lancaster
- VOTE:** UNANIMOUS (3-0)

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

BACKGROUND:

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.

RECOMMENDATION/PROPOSED ACTION:

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

PROPOSED USE OF EXISTING COURTHOUSE SPACE

November 2, 2017

Facilities Committee Meeting

Agency	Move From	Move To
Register of Deeds	Off-site File Storage (Patterson)	Room 24 – Lower Level
Clerk of Court	Room 24 – Lower Level	Law Library – Third Floor
Attorney/Client Visitation	N/A	Using Room 216 now; want to add 217 & 218
Public Defender Investigator	Room 217 - Second Floor	Second Floor waiting room next to 207D
Sheriff Transportation	Second Floor outside of holding cell	Room 215
Juvenile District Court/Domestic Violence Court	Reassign uses of various rooms to allow for attorneys and families to meet	Create a conference room for attorneys and families
DSS Court	206 - Second Floor	Courtroom 4B – Fourth Floor
Juvenile District Court	206 - Second Floor	Courtroom 4C – Fourth Floor
New DA Staff	N/A	Rooms 335-337; Third Floor

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Court Reporters	Rooms 335-337; Third Floor	Clerk's Meeting Room – Fourth Floor
Legal Aid	---	Room 330 – Third Floor

Mr. Jackson reviewed the background information and recommendation as recorded above. Mr. Jackson also reviewed the Proposed Use of Existing Courthouse Space as listed above.

Jeffery Brown, Engineering & Infrastructure Director, reviewed the summary of space needs as identified by Court Officials and a preliminary cost estimate. Mr. Brown also reviewed the floorplan showing the requested changes in occupancy by Court Officials. Mr. Brown stated the estimated cost for the changes is \$97,600 which is not part of the Capital Improvement Plan.

Mr. Brown stated once a workable solution is reached as far as DSS case workers it will be brought back to the Facilities Committee for review and consideration of approval. Commissioner Council stated she would like the Facilities Committee to have a walking tour to see all proposed changes in person. Chairman Adams stated the Facilities Committee should look at the whole picture and not just the individual needs of one group. Chairman Adams stated he believes everyone impacted should have a voice in the planning of the proposed changes. Chairman Adams stated he suggested to Judge Ammons that at least two members of the Bar Association be present in planning discussions.

The consensus of the Facilities Committee was for this item to be further discussed at the special meeting of the Facilities Committee that will be scheduled in the next two to three weeks. No action taken.

7. PRESENTATION ON PIO/INFORMATION SERVICES TECHNOLOGY UPGRADES

BACKGROUND:

The Public Information Office and Information Services Department have partnered on two major projects:

- upgrading the broadcasting equipment and meeting room technology; and
- creating a new County website.

Broadcasting Equipment and Meeting Room Upgrades

The Public Information Office ensures that Board of Commissioners meetings held in Room 118 are broadcast live through Spectrum Channel 5, the Fayetteville Cumberland Education Channel, and rebroadcast at different times. The meetings are also streamed live through the County website and posted to the County's YouTube channel.

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The equipment in the Commissioners Meeting Room was antiquated and had been subject to numerous issues in recent months, including loss of camera control, streaming capability and system response, which often resulted in the need to reboot the system during live meetings.

After issuing a Request for Proposals, the County purchased new Broadcast Pix equipment, as well as four high-quality cameras in Room 118 that will be lowered to provide better positioning. The podium will be updated with a monitor facing the Board of Commissioners and two laser projectors will go in Room 118 and one in Room 564 to replacing the existing aging units.

The contract includes equipment installation and 20 hours of training for PIO and IS staff.

New Website

PIO and IS will preview the County's new website during the meeting. The website has been built in-house and uses content-management software, which allows departments to update their information when needed.

The IS Web Team are the technical experts responsible for building, deploying and supporting the backend technology for the website.

The Public Information Office manages and publishes all content for departments and maintains quality and style consistency based on the Web Content Style Guide that was written in collaboration between PIO and IS staff.

County departments have assigned content contributors who write and maintain up-to-date website content. Website training for department contributors was held October 18-20.

RECOMMENDATION/PROPOSED ACTION:

The update is provided for information only. No action is requested.

Sally Shutt, Assistant County Manager, reviewed the background information and recommendation as recorded above. Ms. Shutt introduced the team of employees responsible for the new website that was created in house. Ms. Shutt also revealed the new website to the Facilities Committee. Ms. Shutt stated she will be presenting the new website to the public at the November 20, 2017 board meeting.

The Facilities Committee thanked everyone involved for all the hard work that went in to the new website. No action taken.

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8. OTHER ITEMS OF BUSINESS

There were no other items of business.

MEETING ADJOURNED AT 9:51 AM.



ITEM NO. 2

CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

ENGINEERING & INFRASTRUCTURE DEPARTMENT

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

MEMO FOR THE AGENDA OF THE DECEMBER 7, 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: DECEMBER 4, 2017
SUBJECT: FURTHER DISCUSSION OF THE J.P. RIDDLE STADIUM
LEASE AGREEMENT
Requested by: TRACY JACKSON, ASST. COUNTY MANAGER
Presenter(s): TRACY JACKSON, ASST. COUNTY MANAGER

Estimate of Committee Time Needed: 10 MINUTES

BACKGROUND:

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

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.



CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

ENGINEERING & INFRASTRUCTURE DEPARTMENT

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

**MEMO FOR THE AGENDA OF THE
DECEMBER 7, 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 28, 2017

**SUBJECT: CONSIDERATION OF BID AWARD FOR STREAM
DEBRIS REMOVAL FROM LITTLE ROCKFISH AND
ROCKFISH CREEKS**

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

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

Estimate of Committee Time Needed: 10 MINUTES

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 (see attached bid proposal and bid tab). 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 15th to explain that the County only had \$500,000 available for the project and that the County could not award the

project it is entirety. After some discussion, ES&J stated that they would be willing to reduce their bid price to \$495,000 (see attached letter) 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.

In late October, 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 18th 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.

THAT: The Bidder acknowledges receipt of the following 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 lump sum of:

Little Rockfish Creek Bid Amount: \$ 108,900.00

Rockfish Creek Segment 1 Bid Amount: \$ 84,375.00

Rockfish Creek Segment 2 Bid Amount: \$ 138,600.00

Rockfish Creek Segment 3 Bid Amount: \$ 128,700.00

Rockfish Creek Segment 4 Bid Amount: \$ 72,187.50

Rockfish Creek Segment 5 Bid Amount: \$ 118,800.00

Rockfish Creek Segment 6 Bid Amount: \$ 148,500.00

Rockfish Creek Segment 7 Bid Amount: \$ 89,062.50

Rockfish Creek Segment 8 Bid Amount: \$ 198,000.00

TOTAL BID AMOUNT: \$ 1,087,125.00

Submitted, this 6th day of November, 2017 [Year].

ES & J Enterprises, Inc.

Contractor

By: Robert J. Calish
(Signature of Person, Firm or Corporation making Bid)

(Seal - If Bid is by a Corporation)

Title: Vice-president

Address: 1555 Holland Road
Autryville, NC 28318

Attest: Sandra C. Carroll-Williams

Corp. Sec.
Sandra C. Carroll-Williams

License No. 28994 North Carolina
Phone: (910) 567-6138



CUMBERLAND COUNTY NORTH CAROLINA

ENGINEERING & INFRASTRUCTURE DEPARTMENT

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

ADDENDUM #1

- Contract Time: The Contract time is revised to 150 calendar days.
- The Bid Sheet has been revised. The segments below correspond to the segments on the bid sheet. The descriptions of the segments have been moved to this sheet to provide clarity.
- **Little Rockfish Creek:** Hope Mills Municipal Corporate Limits (1.1 mile north of Rockfish Creek) to intersection of Rockfish Creek, just north of I-95 Business/US 301
- **Rockfish Creek Segment 1:** Hope Mills Municipal Corporate Limits/Cotton Fire Department to I-95 Business/US 301. Approximately 4500 LF.
- **Rockfish Creek Segment 2:** I-95 Business/US 301 to Research Drive (Approximately 1.4 miles)
- **Rockfish Creek Segment 3:** Research Drive to Animal Control Property (Approximately 1.3 miles)
- **Rockfish Creek Segment 4:** Corporation Drive to Grandford Road (Approximately 3850 Feet)
- **Rockfish Creek Segment 5:** Grandford Road to Matchwood Court (Approximately 1.2 Miles)
- **Rockfish Creek Segment 6:** Matchwood Court to Summer Cove Drive (Approximately 1.5 miles)
- **Rockfish Creek Segment 7:** Summer Cove Drive to NC 87 (Approximately 4750 feet)
- **Rockfish Creek Segment 8:** NC 87 to Cape Fear River (Approximately 2 miles)

Engineering & Public Utilities
130 Gillespie Street, Suite 214
Fayetteville, NC 28302
(910) 678-7636

Facilities Management
420 Mayview Street
Fayetteville, NC 28302
(910) 678-7699

Landscaping & Grounds
807 Grove Street
Fayetteville, NC 28301
(910) 678-7560

CUMBERLAND COUNTY
Storm Debris Removal In Streams
BID OPENING - November 6, 2017 9:00 AM

[illegible]



1555 Holland Road
Autryville, NC 28318
(910)567-6138 / (910)567-2891 fax

"Commit thy works unto the Lord, and thy thoughts shall be established" Prov. 16:3
DBE, WBE, HUBZone Certified
NC License # 28994

November 16, 2017

Allan J. Riddle, PE
Assistant County Engineer
Cumberland County Engineering & Infrastructure Department
130 Gillespie Street, Room 214
Fayetteville, NC 28301

Re: Storm Debris Removal in Creeks

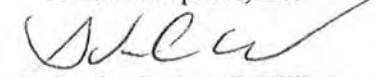
Mr. Riddle:

This correspondence is sent regarding the above referenced project. We thank you and Mr. Brown for meeting with us yesterday and look forward to working with Cumberland County on this project. Per said meeting ES&J agrees to complete the following work items for **\$495,000.00**

Little Rockfish Creek
Rockfish Creek Segment 1
Rockfish Creek Segment 2
Rockfish Creek Segment 3
Rockfish Creek Segment 4

Sincerely,

ES&J Enterprises, Inc.



Sandra C. Carroll-Williams
President

cc: Rick Williams
Jeffrey P. Brown, PE Engineering & Infrastructure Director

AMY H. CANNON
County Manager

MELISSA C. CARDINALI
Assistant County Manager



ITEM NO. 4

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 DECEMBER 7, 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 28, 2017

SUBJECT: CONSIDERATION OF APPROVAL OF RENEWAL OF A
LEASE AGREEMENT WITH THE NC DEPARTMENT OF
AGRICULTURE-PLANT INDUSTRY DIVISION

Requested by: Tracy Jackson, Asst. County Manager

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

Estimate of Committee Time Needed: 10 Minutes

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

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 \pm 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.
- 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 tenantable 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 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.

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

(Remainder of Page Intentionally Blank)

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

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.
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



ITEM NO. 5

CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

ENGINEERING & INFRASTRUCTURE DEPARTMENT

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

MEMO FOR THE AGENDA OF THE DECEMBER 7, 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 29, 2017

SUBJECT: CONSIDERATION OF CONDEMNATION & QUICK-TAKE
POWERS OF EASEMENTS FOR OVERHILLS PARK
WATER & SEWER DISTRICT

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

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

Estimate of Committee Time Needed: 10 MINUTES

BACKGROUND:

At the September 7, 2017 Facilities Committee, 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 (see attached map). 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.

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.



