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KELLIE BEAM
Deputy Clerk



BOARD OF COMMISSIONERS

MEMORANDUM

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

FROM: Kellie Beam, Deputy Clerk to the Board

DATE: April 27, 2018

SUBJECT: Facilities Committee Regular Meeting – Thursday, May 3, 2018

There will be a regular meeting of the Board of Commissioners' committees (Finance, Policy and Facilities Committees) on Thursday, May 3, 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. Approval of Minutes – March 1, 2018 Regular Meeting **(Pg. 2)**
2. Consideration of Request from Piedmont Natural Gas to Purchase Permanent Easements on County Property **(Pg. 10)**
3. Consideration of PWC Agreement to Utilize Person Street Parking Lot as a Construction Storage Site **(Pg. 22)**
4. Consideration of Renewal of Lease Agreements
 - A. Easter Seals UCP of North Carolina and Virginia Inc. **(Pg. 25)**
 - B. Cumberland County Communicare Inc. **(Pg. 31)**
5. Consideration of Request for Monopole Cell Tower Lease Site **(Pg. 40)**
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
MARCH 1, 2018
REGULAR MEETING MINUTES

MEMBERS PRESENT: Commissioner Glenn Adams
Commissioner Jeannette Council

MEMBERS ABSENT: Commissioner Michael Boose

OTHER COMMISSIONERS PRESENT:
Commissioner Larry Lancaster

OTHERS PRESENT: Amy Cannon, County Manager
Tracy Jackson, Assistant County Manager
Sally Shutt, Assistant County Manager
Melissa Cardinali, Assistant County Manager
Duane Holder, Assistant County Manager
Rick Moorefield, County Attorney
Brenda Jackson, Social Services Director
AJ Riddle, Assistant County Engineer
Jeffery Brown, County Engineer
Vicki Evans, Finance Director
Deborah Shaw, Budget Analyst
Heather Harris, Budget Analyst
Candice White, Clerk to the Board
Kellie Beam, Deputy Clerk to the Board
Press

Commissioner Glenn Adams called the meeting to order.

1. APPROVAL OF MINUTES – FEBRUARY 1, 2018 REGULAR MEETING &
FEBRUARY 15, 2018 SPECIAL MEETING

MOTION: Commissioner Council moved to approve the February 1, 2018 regular meeting minutes and the February 15, 2018 special meeting minutes as presented.

SECOND: Commissioner Adams

VOTE: UNANIMOUS (2-0)

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2. UPDATE REGARDING 2018 PARKS AND RECREATION MASTER PLAN

BACKGROUND:

The most recent Parks & Recreation Plan was created in 2006 and is in need of an update. Michael Gibson, Fayetteville-Cumberland Parks and Recreation Director, will present information explaining the master plan process, how input will be solicited for the plan and how this information will be synthesized into a cohesive plan that can be executed by the community. The original estimate for a consultant to complete the plan was \$70,000 to be split 50/50 by the City and County. However, after bids were received, the cost has changed and is \$114,520. The original cost would have been \$35,000, but an additional \$22,260 is being sought for a total cost of \$57,260 on the County's part.

RECOMMENDATION/PROPOSED ACTION:

Staff recommends approval to utilize County Parks and Recreation District funds for the County's portion of the master plan study in the amount of \$57,260 and forwarding this as a consent agenda item to the Board of Commissioners' at their March 19, 2018 regular meeting.

MASTER PLAN UPDATE

Parks & Recreation Master Plan: Overview

- Comprehensive overview of facilities
- 10-year plan for improvement and development
 - Implementation plan included for phased progress
 - Budget projections include City and County costs
- Previous plan approved in 2006
 - Renovations completed
 - New parks installed
 - General Obligation Bonds approved

Parks & Recreation Master Plan: Input

- Local Government
 - Fayetteville City Management
 - Fayetteville City Council
 - Cumberland County Management
 - Cumberland County Commissioners
 - Eastover, Falcon, Godwin, Linden, Stedman, Wade Mayors
- Civic Organizations
 - Chamber of Commerce
 - Convention & Visitors Bureau
- Education Partners
 - Cumberland County Schools

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- Local Universities
- Community Organizations
 - Parks & Recreation Advisory Board
 - Senior Citizen Advisory Board
 - Arts Council
 - Special Needs Groups
 - Public Meetings

Parks & Recreation Master Plan: Fees

- Original Budget of \$70,000 (\$35,000 committed per organization)
- Current Price of \$114,520 (\$22,260 additional needed per organization)
 - \$3,500 Kick-Off Meetings & Site Tour
 - \$3,000 Review Demographics and Recreation Trends
 - \$41,000 Community Engagement
 - \$18,270 Statistically Valid Public Input Survey
 - \$5,500 Park Classifications
 - \$6,500 Benchmarking
 - \$5,750 Level of Service
 - \$9,600 Programming Analysis
 - \$13,500 Draft Master Plan
 - \$7,900 Action/Implementation Plan

Parks & Recreation Master Plan: Process

1. Kick-Off Meetings & Site Tour with City & County Staff/Officials
2. Community Engagement (to ensure input from all segments of the City & County populations)
 - a. Public Participation – targeting all demographics within the City and County
 - b. Local Government Briefings – reaching City of Fayetteville Staff, Cumberland County Staff, and representatives from the towns of Eastover, Falcon, Godwin, Linden, Stedman and Wade
 - c. Public Open House Events – held in multiple locations
 - d. Focus Groups – Engaging Civic Organizations and Educational Partners
 - e. Stakeholder Meetings – Reaching Community Organizations
3. Briefing to City & County Officials

Parks & Recreation Master Plan: Benefits

- Meeting the needs of a growing community
- Increasing quality of life for current and future residents
- Dedication to economic benefits
 - Parks and recreation amenities attract home buyers and businesses
 - Parks and recreation amenities can increase property values

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Gray's Creek Community Park Amenities:

- Picnic Shelters
- Walking Trail
- Splash Pad
- Multi-Purpose Field
- Playground Unit

Mr. Gibson reviewed the background information, recommendation and presentation as recorded above. Mr. Gibson stated Hope Mills and Spring Lake are not part of the Local Government Briefings, that are mentioned above, because they do not participate in the district. Mr. Gibson stated benchmarking other environments like the communities next to Cumberland County is very important as far as park classification because community engagement is so important.

Mr. Gibson provided an update on the Grays Creek Community Park at Grays Creek Middle School. Mr. Gibson stated Parks and Recreation is funded now to begin the park. Mr. Gibson further stated there would be some rearranging with the girls' softball field that would open up about 4-5 acres to build the community park. Mr. Gibson stated the goal is to build the park within the next 7-8 months. Mr. Gibson stated the park would include picnic shelter, walking trail, playground, splash pad and a multi-purpose field. Mr. Gibson stated the park would be about 4 acres.

Mr. Gibson stated he plans to bring back a different map of how the County looks and how Parks & Recreation plans to add some parks around the edges of the county like in the Bethany area. No action taken.

3. CONSIDERATION OF LAND PURCHASE FOR THE SOLID WASTE MELVIN CONTAINER SITE

BACKGROUND:

The Solid Waste Department operates the Melvin Container Site located at 3806 Dudley Road, Fayetteville, NC 28312. This is a leased site and the Solid Waste Department attempted to purchase two acres from a tract of land containing 19.7 acres in 2014. The property is owned by the Fisher, Lula Mae Melvin Heirs. The Department and the property owners had agreed to a purchase price of \$30,000 for the two acres of land. The subdivision of land was conditionally approved by the Planning Department on May 19, 2014. However, due to some tax liens identified by the County Attorney, the County was unable to move forward with the purchase of the property.

The property owners notified the Solid Waste Department that the tax lien against the property has been paid in full. The County Attorney has verified that there is no longer a lien against the property and that the Department can move forward with seeking approval from the Board of Commissioners to purchase the two acres. The Planning Department

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issued an extension to the conditional approval of the subdivision on August 2, 2017. The purchase of the property will secure a permanent location for a container site within this area of the county for citizens to properly dispose of their waste. The estimated construction cost of establishing a new container site is approximately \$75,000. Therefore, there is significant value in being able to purchase this property that is already being utilized as a container site. Once the County obtains ownership of the property, the Solid Waste Department will be able to enhance the site by installing asphalt on the access road in and out of the facility. There is available funding within the FY 18 operating budget for the purchase of this property.

RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee approve the following recommendation and forward it to the Board of Commissioners for its consideration at their March 19, 2018 meeting.

1. Approve the purchase of two acres of land from the Fisher, Lula Mae Melvin Heirs for the purchase price of \$30,000.

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

MOTION: Commissioner Council moved to recommend to the full board approval of the purchase of two acres of land from the Fisher, Lula Mae Melvin Heirs for the purchase price of \$30,000 for the Solid Waste Melvin Container Site.
SECOND: Commissioner Adams
VOTE: UNANIMOUS (2-0)

4. CONSIDERATION OF PROPOSAL FOR ROOF AND EXTERIOR WALL SEALANT REPLACEMENT AT CROWN COLISEUM

BACKGROUND:

The Crown Coliseum roof and exterior wall sealant were identified for replacement and included in the capital improvement installment financing plan that was approved by the Local Government Commission (LGC) on September 12, 2017.

A pre-bid meeting was held on January 29, 2018, in which all local contractors were invited to attend. Informal bids were received on February 22, 2018 for the proposed roof and exterior wall replacement. The lowest, responsible and responsive bid was submitted by Triangle Roofing Services, Inc. in the amount of \$1,735,100. A \$40,000 Owner's Allowance is included in the base bid amount.

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RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee approve the following recommendation and forward it to the Board of Commissioners for its consideration at their March 19, 2018 meeting.

1. Approve the contract for Triangle Roofing Services, Inc. for the Roof and Exterior Wall Sealant for the Crown Coliseum in the amount of \$1,735,100.

Mr. Brown reviewed the background information and recommendation as recorded above. Commissioner Council asked if there were any local bidders. Mr. Brown stated all contractors that submitted a bid were outside of the Cumberland County area, but all bidders do work within this area. Mr. Brown stated the funding is part of the installment financing package.

MOTION: Commissioner Council moved to recommend to the full board approval of the contract for Triangle Roofing Services, Inc. for the Roof and Exterior Wall Sealant for the Crown Coliseum in the amount of \$1,735,100.

SECOND: Commissioner Adams

VOTE: UNANIMOUS (2-0)

5. UPDATE ON ANIMAL SERVICES HVAC PROJECT

BACKGROUND:

The HVAC system at Animal Services has proposed significant challenges for the Facilities Management Division of the Engineering & Infrastructure Department over the last six months. Replacement parts for the existing equipment are extremely difficult to obtain. Staff have been waiting for nearly eight weeks and still do not have a simple fan shaft which is the reason why an additional exhaust fan had to be installed in the adoption kennel. The units have reached the end of their useful life as the facility operates 24 hours a day, seven days a week. The location of the units also provides challenges as they are located inside the facility above the ceiling in a very consolidated space. There is not adequate access for staff and there is not sufficient space for staff to maneuver around the equipment for repairs. Maintaining a constant temperature within the facility is crucial for not only the health and well-beings of the animals, but for staff as well.

Due to these reasons above, the Engineering & Infrastructure Department has worked with Progressive Design Collaborative on designing a replacement system for the facility. The construction drawings are complete, and a pre-bid meeting has been set for February 28, 2018 at 10:00 AM. The engineer's estimate for replacement of this system is \$327,000. Fund balance appropriated for maintenance and renovations will be used to fund the project. Our goal is to have this project completed by early June 2018.

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RECOMMENDATION:

The Facilities Committee is not being asked to take action at this time. The purpose of this item was to provide the Committee an update on the status of the HVAC system at Animal Control. Once bids are received on the project, the consideration of the contract will be brought back to the Committee for action.

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

No action taken.

6. REPORT ON LEASE AGREEMENTS FOR COUNTY OWNED PROPERTY

BACKGROUND:

At the November 2, 2017 Facilities Committee meeting, it was requested that County Staff provide the committee with an overview of all leases that the County currently has with outside agencies.

The information requested has been compiled and the spreadsheet is recorded below. A similar summary was provided to the Facilities Committee in March of 2016.

RECOMMENDATION/PROPOSED ACTION:

The Facilities Committee is not being asked to take action. The purpose of this item was to provide the Committee an overview of leases that the County currently has with outside agencies for the use of space within County owned facilities.

Mr. Brown reviewed the background information, recommendation and chart below.

No action taken.

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SUMMARY OF COUNTY OWNED LEASED SPACE AS OF 12-20-17

Building	Lessee	Building Square Footage	Leased Square Footage	% of Building Leased	Lease Rate (per SF)	Lease Revenue	Utilities	Janitorial	Start Date	Expiration
Community Corrections 412 Russell Street	NCDCS	27,382	1,034	3.78%	\$15.00	\$15,510.00	County ³	County	8/1/2017	7/31/2020
Community Corrections 412 Russell Street	Coastal Horizons Center, Inc.	27,382	1,773	6.48%	\$15.00	\$26,595.00	County ³	County	7/1/2017	6/30/2020
Convention & Visitor's Bureau 245 Person Street	FACVB	7,049	7,049	100.00%	\$10.50	\$74,016.00	Lessee	Lessee	12/1/2012	11/30/2022
109 Bradford Avenue	Communicare	61,184	13,994	22.87%	see footnote ²	\$41,308.00	County	County	11/2/2015	6/30/2018
Charlie Rose Agri-Expo Center	NC Dept. of Agriculture/Witch Weed Office Space	25,072	368	1.47%	\$15.00	\$5,520.00	County ³	County	1/1/2018	12/31/2020
Dorothy Spaulding Facility 223 Hull Road	Easter Seals United Cerebral Palsy	12,310	12,310	100.00%	N/A	\$1/year	Lessee	Lessee	6/4/2015	6/30/2018
711 Executive Place	Alliance Behavioral Healthcare	40,207	18,713 finished 323 unfinished	47.34%	\$12 (finished) \$4 (unfinished)	\$225,848.00	Lessee (Pay 52%)	Lessee (Pay 52%)	1/1/2016	12/31/2019
711 Executive Place	Cumberland County Hospital System, Inc.	40,207	8,704 (third flr.) 7,826 (fourth flr.)	46.00%	\$8.00 (third flr.) \$5.00 (fourth flr.)	\$108,762.00	Lessee (Pay 46%)	Lessee	7/1/2016	6/30/2021
E. Newton Smith 227 Fountainhead Lane	Cumberland County Hospital System, Inc.		18,911 (entire fourth flr.)	25.00%	\$5.00	\$94,555.00	Lessee (Pay 25%)	Lessee	7/1/2016	6/30/2021
JP Riddle Stadium 600 and 620 Ames Street Property	Hometown Sports America, Inc. (Swampdogs)	N/A	N/A	N/A	N/A	\$12,000/yr plus \$150 per game \$250/month during offseason	County	County	1/1/2018	12/31/2018
Department of Social Services 1225 Ramsey Street	Employment Source, Inc.	N/A	12.96 acres	N/A	N/A	\$1/year	Lessee	Lessee	4/1/2012	4/1/2022
	NC Dept. of Health & Human Services	254,933	4,326	7.34%	\$33.00	\$56,238.00	County ³	County	10/1/2016	9/30/2021
Historic Courthouse Alphin House 2736 Cedar Creek Rd.	Mid Carolina Council of Government	39,485	4,070	10.31%	\$1.97 - Year 1 \$3.00 - Year 2 \$4.00 - Year 3 \$5.00 - Year 4 \$6.00 - Year 5	\$8,000 - Year 1 \$12,210 - Year 2 \$16,780 - Year 3 \$20,350 - Year 4 \$24,420 - Year 5	County	County	7/1/2015	6/30/2020
Agencies Without a Lease										
Agri-Expo	USDA - Farm Service Agency									
Agri-Expo	NRCS									
Note: The County receives a discount of \$1,750/month for providing the space for the Forensics Lab located in Community Corrections. County pays \$10,750/month.										
³ Lessee provides telephone & internet services.										
² Lease rate is not based on square footage. Communicare was previously located at 226 Bradford Ave with 4,995 SF. Communicare was relocated due to space constraints and assumed a number of court ordered services when the LME was dissolved. Lease amount remained the same due to services being provided on behalf of the County										

7. OTHER ITEMS OF BUSINESS

There were no other items of business.

MEETING ADJOURNED AT 11:01 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 MAY 3, 2018 MEETING
MEETING OF THE FACILITIES COMMITTEE


TO: FACILITIES COMMITTEE MEMBERS

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

THROUGH: AMY CANNON, COUNTY MANAGER

DATE: APRIL 25, 2018

SUBJECT: CONSIDERATION OF REQUEST FROM PIEDMONT
NATURAL GAS TO PURCHASE PERMANENT
EASEMENTS AT HEADQUARTERS LIBRARY AND BLUE
STREET

Requested by: AMY CANNON, COUNTY MANAGER 

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

Estimate of Committee Time Needed: 10 MINUTES

BACKGROUND:

Cumberland County Library Staff and Engineering & Infrastructure Staff (E&I) were contacted by Piedmont Natural Gas (PNG) in reference to an upcoming upgrade/upfit of their natural gas lines along Maiden Lane, Ray Avenue and Blue Street. Attached are aerial images with the proposed locations identified.

Staff met on-site at the Headquarters Library to discuss the installation along Maiden Lane and Ray Avenue. PNG proposes three bore pits that measure: Bore Pit 1 – approximately 5 feet by 20 feet, Bore Pit 2 – approximately 5 feet by 10 feet and Bore Pit 3 – approximately 5 feet by 20 feet. The gas line is approximately 2 inches and the depth of installation is 4 feet.

PNG has identified numerous utility conflicts that exist within the right-of-way including water, fiber, electrical, stormwater lines and their existing gas line. The entire area of the south side of the property is hardscaped and landscaped. Currently their gas line is under the existing traffic circle and fountain at the intersection of Maiden Lane and Ray Avenue, making it inaccessible to service or repair. There is also a railroad right-of-way that they would like to avoid by installation of the line in the areas noted.

PNG has proposed purchasing a permanent easement at the Headquarters Library for a total of \$9,609, a temporary construction easement for \$2,395 and \$870 for the compensation of landscaping that would be impacted by the construction. The proposed total compensation to the County would be \$12,874. The temporary easement will impact approximately ten (10) parking spaces within the parking lot only during construction. The construction is anticipated to last two weeks.

For the property located off Blue Street, PNG has proposed purchasing a permanent easement for \$6,342 and a temporary construction easement for \$500 for a total compensation of \$6,842. ServiceSource, the property lessee, has been notified of the proposed work.

RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee approve the purchase of the permanent and temporary easements at the Headquarters Library and the property located off of Blue Street by Piedmont Natural Gas and forward it to the Board of Commissioners for its approval at their May 21st meeting as a Consent Agenda item.



**PIEDMONT NATURAL GAS COMPANY, INC. ("PNG")
FAYETTEVILLE PROJECT**

**Total Compensation Agreement for Permanent Easement,
Temporary Work Space and Damages ("Agreement")**

RE: PNG Tract Number: RA-CUMB-003 CUMBERLAND County

Landowner Name: Cumberland County

Address: 117 Dick St.

Fayetteville, NC 28301

In consideration of the right(s) of way and/or easement(s) dated _____, 20__ (collectively, "Easement") granted by Landowner to PNG, PNG agrees to pay to Landowner the following amounts:

- | | |
|--|-------------------|
| 1. Permanent Easement: | <u>\$9,609.00</u> |
| 2. Temporary Work Space: including 10 parking spots @\$40 | <u>\$2,395.00</u> |
| 3. Access Easement: | <u>\$</u> |
| 4. Damages: (List type, i.e. timber, crops, landscaping, etc.) | <u>\$</u> |

Compensation for _____ :

1 Japanese Maple \$500.00	<u>\$ 500.00</u>
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1 Dogwood \$125.00	<u>\$ 125.00</u>
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7 Bushes @ \$35 \$245.00	<u>\$ 245.00</u>
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Total Damage Cost:	<u><u>\$870.00</u></u>
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Landowner agrees that all terms, provisions and conditions of this Agreement and the Easement are and shall remain confidential and Landowner agrees not to disclose any such terms, provisions or conditions to any person or entity.

This Agreement shall be governed by North Carolina law.

TOTAL COMPENSATION:	<u><u>\$12,874.00</u></u>
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Landowner's signature

Date

Landowner's signature

Date

Piedmont Natural Gas Land Agent Signature

Date

GRANT OF EASEMENT
DISTRIBUTION

Return Recorded Document to:
OR COLAN, ASSOCIATES, LLC
ATTN: TIMOTHY CHASTAIN
160 N. First Street, South Bldg., Suites 2 & 5
Albemarle, NC 28001

STATE OF NORTH CAROLINA

PROJECT NO.: 2351500

COUNTY OF CUMBERLAND

ADDRESS: 117 Dick St.

CITY: Fayetteville

STATE, ZIP: NC, 28301

PIN: 0437-55-6114

THIS GRANT OF EASEMENT made this _____ day of _____, 20____, from Cumberland County, (hereinafter designated as "GRANTOR"), to PIEDMONT NATURAL GAS COMPANY, INC., 4720 PIEDMONT ROW DR, CHARLOTTE, NORTH CAROLINA 28210, (hereinafter designated as "GRANTEE").

WITNESSETH

That GRANTOR, for and in consideration of the sum of Nine Thousand Six Hundred Nine Dollars (\$9,609.00), and other valuable consideration, the receipt of which is hereby acknowledged, hereby expressly bargains, sells, and grants unto GRANTEE, its successors and assigns, a perpetual right of way and easement for the purpose of laying, constructing, maintaining, operating, inspecting, repairing, altering, adding to, replacing, removing, and protecting pipelines for the transportation of natural gas under, upon, over, through, and across the land of GRANTOR (or in which GRANTOR has interest) situated in the Cross Creek Township, Cumberland County, North Carolina, as described in deed(s) recorded in Book 2981, Page 0110, Office of the Register of Deeds for Cumberland County, North Carolina ("Property").

The right of way herein granted is (5) feet wide, extending two and one half (2½) feet on each side of the centerline of the pipeline, the location of which has been mutually agreed upon between GRANTOR and GRANTEE. The pipeline as actually installed shall determine the centerline of said right of way.

GRANTEE shall have the free and full right of ingress and egress over and across the aforesaid Property and to keep said right of way cleared of trees, shrubs, buildings, structures, and other obstructions. GRANTOR shall not construct, nor permit to be constructed, any house, structure, or other obstruction on or over said right of way.

GRANTOR hereby binds GRANTOR and GRANTOR'S heirs, representatives, successors, and assigns to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against the claims of all persons whomsoever.

To have and to hold said right of way and easement unto GRANTEE, its successors and assigns, perpetually and continuously. GRANTOR expressly gives GRANTEE, its successors and assigns, the right to assign, license, lease, or otherwise transfer, in whole or part, this GRANT OF EASEMENT or any rights given herein, to any person or entity, including but not limited to, any affiliated parent or subsidiary entity of GRANTEE, for the uses and purposes expressly stated herein.

IN WITNESS WHEREOF, this GRANT OF EASEMENT has been signed and sealed by a duly authorized officer of GRANTOR, as of the date first above written.

GRANTOR

_____ Sign

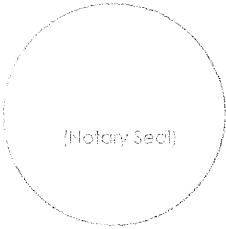
By: _____

Its: _____

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, _____, a Notary Public for _____ County, North Carolina, certify that
_____ personally came before me this day and acknowledged that he (or she)
is _____ of Cumberland County, and that he (or she), in such capacity, being authorized to do so,
executed the foregoing Easement on behalf of the corporation.

Witness my hand and official seal this the ____ day of _____, 20__.



My commission expires: _____

GRANT OF TEMPORARY EASEMENT

Return to:
OR COLAN, ASSOCIATES, LLC
ATTN: TIMOTHY CHASTAIN
160 N. First Street, South Bldg., Suites 2 & 5
Albemarle, NC 28001

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND
PARCEL NO. 0437-55-6114

PNG PROJECT: 2351500
PNG TRACT NUMBER: RA-CUMB-003

THIS GRANT OF TEMPORARY EASEMENT made this _____ day of _____, 20____, from CUMBERLAND COUNTY, (hereinafter designated as GRANTOR), to PIEDMONT NATURAL GAS COMPANY, INC., (hereinafter designated as GRANTEE).

WITNESSETH

That GRANTOR, for and in consideration of the sum of \$ 1,995.00 and other valuable considerations, the receipt of which is hereby acknowledged, hereby bargains, sells, and conveys unto GRANTEE, its successors and assigns, a temporary right of way and easement on and over the land of GRANTOR (or in which GRANTOR has interest) situated in CROSS CREEK Township, CUMBERLAND County, NORTH CAROLINA, as described in deed(s) recorded in Book 2981, Page 0110, CUMBERLAND County Registry, for the purpose of constructing and/or installing a pipeline facility, including but not limited to laying, storing, erecting, or parking equipment, materials, fill, components, parts, and tools necessary for constructing and/or installing a pipeline facility on the adjacent property.

The temporary right of way and easement herein granted encompasses .082 acres, more or less, as shown on the attached exhibit.

GRANTEE shall have all rights necessary or convenient for the full use and enjoyment of the rights herein granted, including without limitation: (1) free and full right of access to and from said right of way over and across the aforesaid land; (2) to keep said right of way cleared of trees, buildings, and other obstructions; and (3) to store equipment, material, and fill.

GRANTOR reserves the right to use the land over which said right of way and easement rights are hereby granted for all purposes not inconsistent with said easement rights, the NORTH CAROLINA Utilities Commission, GRANTEE's current encroachment specifications, or any federal, state, or local law, rule, or regulation. GRANTEE agrees that it shall be responsible for actual damages to improvements that existed prior to this EASEMENT and annual crops of GRANTOR both inside and outside said right of way on the above-referenced land caused by the exercise of the rights granted herein and in going to and from said right of way, and shall be responsible for the breakage caused to any bridge and any extraordinary damage to any road due to heavy hauling to and from said right of way, if claim is made within sixty (60) days after such damages are sustained.

To have and to hold said temporary right of way and easement rights unto GRANTEE, its affiliates, successors, and assigns, until construction of said pipeline is completed. GRANTOR expressly give(s) GRANTEE, its successors and assigns, the right to assign, license, lease, or otherwise transfer, in whole or part, this GRANT OF TEMPORARY EASEMENT or any rights given herein, to any person or entity, including but not limited to, any affiliated parent or subsidiary entity of GRANTEE, for the uses and purposes expressly stated herein.

GRANTOR hereby bind(s) GRANTOR and GRANTOR's heirs, representatives, and assigns to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, this GRANT OF TEMPORARY EASEMENT has been signed and sealed by GRANTOR, as of the date first above written.

GRANTOR:

CUMBERLAND COUNTY Sign

BY _____

ITS _____

GRANT OF EASEMENT
DISTRIBUTION

Return Recorded Document to:
OR COLAN ASSOCIATES, LLC
ATTN: TIMOTHY CHASTAIN
160 N. First Street, South Bldg., Suites 2 & 5
Albemarle, NC 28001

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

PROJECT NO.: 2351526
ADDRESS: P.O. Box 449
CITY: Fayetteville
STATE, ZIP: NC 28302
PIN: 0437-19-3088

THIS GRANT OF EASEMENT made this _____ day of _____, 20____, from County of Cumberland, (hereinafter designated as "GRANTOR"), to PIEDMONT NATURAL GAS COMPANY, INC., 4720 PIEDMONT ROW DR, CHARLOTTE, NORTH CAROLINA 28210, (hereinafter designated as "GRANTEE").

WITNESSETH

That GRANTOR, for and in consideration of the sum of Six Thousand Three Hundred Forty Two Dollars (\$ 6,342.00), and other valuable consideration, the receipt of which is hereby acknowledged, hereby expressly bargains, sells, and grants unto GRANTEE, its successors and assigns, a perpetual right of way and easement for the purpose of laying, constructing, maintaining, operating, inspecting, repairing, altering, adding to, replacing, removing, and protecting pipelines for the transportation of natural gas under, upon, over, through, and across the land of GRANTOR (or in which GRANTOR has interest) situated in the Cross Creek Township, Cumberland County, North Carolina, as described in deed(s) recorded in Book 6389, Page 431, Office of the Register of Deeds for Cumberland County, North Carolina ("Property").

The right of way herein granted is (5) feet wide, extending two and one half (2½) feet on each side of the centerline of the pipeline, the location of which has been mutually agreed upon between GRANTOR and GRANTEE. The pipeline as actually installed shall determine the centerline of said right of way.

GRANTEE shall have the free and full right of ingress and egress over and across the aforesaid Property and to keep said right of way cleared of trees, shrubs, buildings, structures, and other obstructions. GRANTOR shall not construct, nor permit to be constructed, any house, structure, or other obstruction on or over said right of way.

GRANTOR hereby binds GRANTOR and GRANTOR'S heirs, representatives, successors, and assigns to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against the claims of all persons whomsoever.

To have and to hold said right of way and easement unto GRANTEE, its successors and assigns, perpetually and continuously. GRANTOR expressly gives GRANTEE, its successors and assigns, the right to assign, license, lease, or otherwise transfer, in whole or part, this GRANT OF EASEMENT or any rights given herein, to any person or entity, including but not limited to, any affiliated parent or subsidiary entity of GRANTEE, for the uses and purposes expressly stated herein.

IN WITNESS WHEREOF, this GRANT OF EASEMENT has been signed and sealed by a duly authorized officer of GRANTOR, as of the date first above written.

GRANTOR

_____ Sign

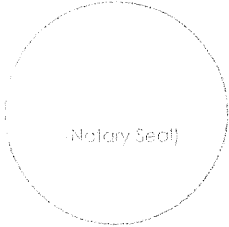
By: _____

Its: _____

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, _____, a Notary Public for _____ County, North Carolina, certify that
_____ personally came before me this day and acknowledged that he (or she)
is _____ of County of Cumberland, and that he (or she), in such capacity, being authorized to do
so, executed the foregoing Easement on behalf of the corporation.

Witness my hand and official seal this the ____ day of _____, 20__.



My commission expires: _____

GRANT OF TEMPORARY EASEMENT

Return to:
OR COLAN ASSOCIATES, LLC
ATTN: TIMOTHY CHASTAIN
160 N. First Street, South Bldg., Suites 2 & 5
Albemarle, NC 28001

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND
PARCEL NO. 0437-19-3088

PNG PROJECT: 2351526
PNG TRACT NUMBER: BL-CUMB-003

THIS GRANT OF TEMPORARY EASEMENT made this _____ day of _____, 20____, from
COUNTY OF CUMBERLAND, (hereinafter designated as GRANTOR), to PIEDMONT NATURAL GAS COMPANY, INC.,
(hereinafter designated as GRANTEE).

WITNESSETH

That GRANTOR, for and in consideration of the sum of \$ 500.00 and other valuable considerations, the receipt of which is hereby acknowledged, hereby bargains, sells, and conveys unto GRANTEE, its successors and assigns, a temporary right of way and easement on and over the land of GRANTOR (or in which GRANTOR has interest) situated in CROSS CREEK Township, CUMBERLAND County, NORTH CAROLINA, as described in deed(s) recorded in Book 6289, Page 431, CUMBERLAND County Registry, for the purpose of constructing and/or installing a pipeline facility, including but not limited to laying, storing, erecting, or parking equipment, materials, fill, components, parts, and tools necessary for constructing and/or installing a pipeline facility on the adjacent property.

The temporary right of way and easement herein granted encompasses .0046 acres, more or less, as shown on the attached exhibit.

GRANTEE shall have all rights necessary or convenient for the full use and enjoyment of the rights herein granted, including without limitation: (1) free and full right of access to and from said right of way over and across the aforesaid land; (2) to keep said right of way cleared of trees, buildings, and other obstructions; and (3) to store equipment, material, and fill.

GRANTOR reserves the right to use the land over which said right of way and easement rights are hereby granted for all purposes not inconsistent with said easement rights, the NORTH CAROLINA Utilities Commission, GRANTEE's current encroachment specifications, or any federal, state, or local law, rule, or regulation. GRANTEE agrees that it shall be responsible for actual damages to improvements that existed prior to this EASEMENT and annual crops of GRANTOR both inside and outside said right of way on the above-referenced land caused by the exercise of the rights granted herein and in going to and from said right of way, and shall be responsible for the breakage caused to any bridge and any extraordinary damage to any road due to heavy hauling to and from said right of way, if claim is made within sixty (60) days after such damages are sustained.

To have and to hold said temporary right of way and easement rights unto GRANTEE, its affiliates, successors, and assigns, until construction of said pipeline is completed. GRANTOR expressly give(s) GRANTEE, its successors and assigns, the right to assign, license, lease, or otherwise transfer, in whole or part, this GRANT OF TEMPORARY EASEMENT or any rights given herein, to any person or entity, including but not limited to, any affiliated parent or subsidiary entity of GRANTEE, for the uses and purposes expressly stated herein.

GRANTOR hereby bind(s) GRANTOR and GRANTOR's heirs, representatives, and assigns to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against the claims of all persons whomsoever.

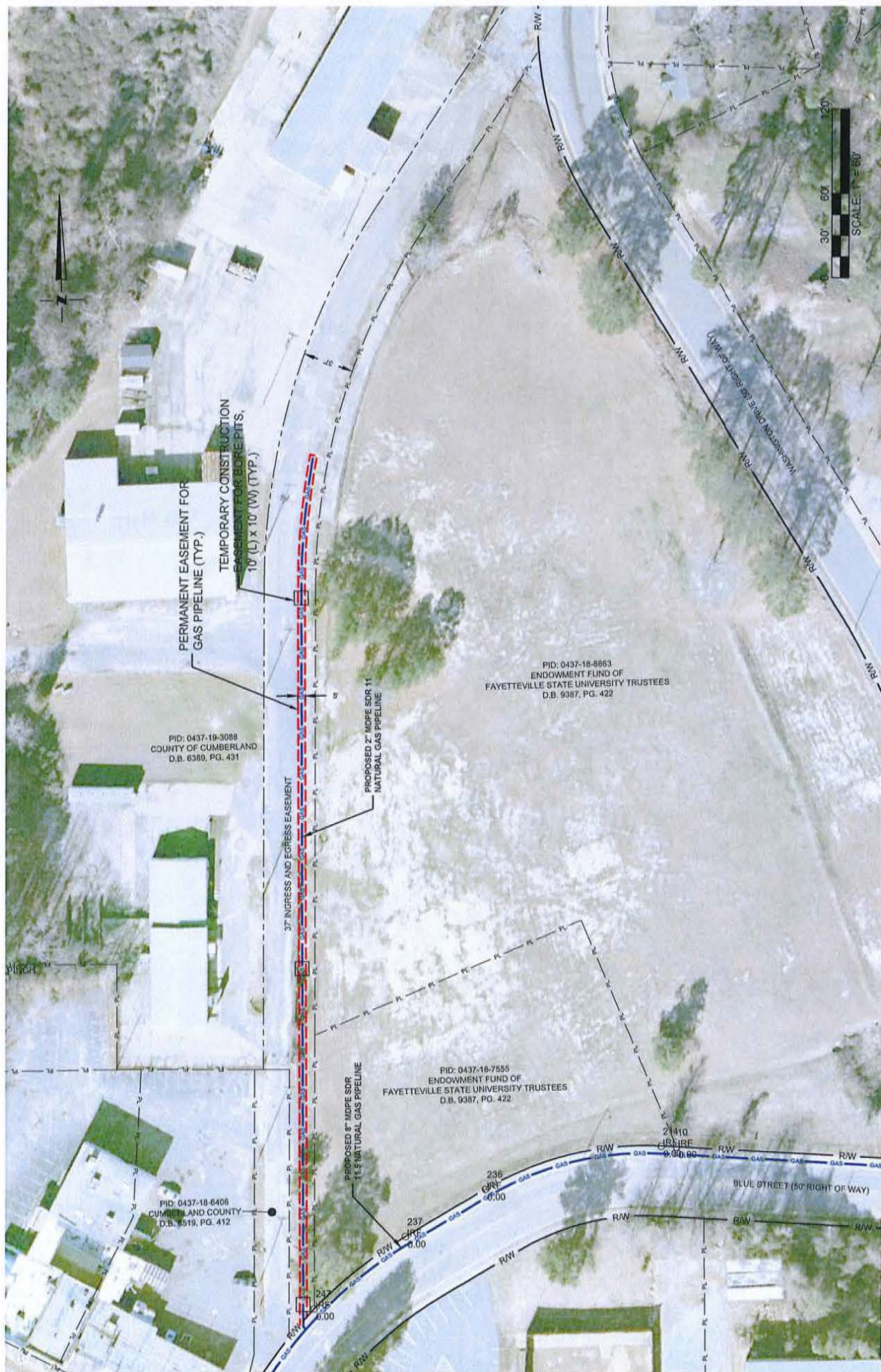
IN WITNESS WHEREOF, this GRANT OF TEMPORARY EASEMENT has been signed and sealed by GRANTOR, as of the date first above written.

GRANTOR:

COUNTY OF CUMBERLAND Sign

BY _____

ITS _____



**PIEDMONT NATURAL GAS COMPANY, INC. ("PNG")
FAYETTEVILLE PROJECT**

**Total Compensation Agreement for Permanent Easement,
Temporary Work Space and Damages ("Agreement")**

RE: PNG Tract Number: BL-CUMB-003 CUMBERLAND County

Landowner Name: County of Cumberland

Address: P.O. Box 449

Fayetteville, NC 28302

In consideration of the right(s) of way and/or easement(s) dated _____, 20__ (collectively, "Easement") granted by Landowner to PNG, PNG agrees to pay to Landowner the following amounts:

1. **Permanent Easement:** \$ 6,342.00

2. **Temporary Work Space:** \$ 500.00

3. **Access Easement:** \$

4. **Damages: (List type, i.e. timber, crops, landscaping, etc.)** \$

Compensation for _____: \$

Total Damage Cost: \$

Landowner agrees that all terms, provisions and conditions of this Agreement and the Easement are and shall remain confidential and Landowner agrees not to disclose any such terms, provisions or conditions to any person or entity.

This Agreement shall be governed by North Carolina law.

TOTAL COMPENSATION:	<u><u>\$ 6,842.00</u></u>
----------------------------	---------------------------

Landowner's signature

Date

Landowner's signature

Date

Piedmont Natural Gas Land Agent Signature

Date

**CUMBERLAND**
★ **COUNTY** ★
NORTH CAROLINA**ENGINEERING & INFRASTRUCTURE DEPARTMENT**

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

MEMO FOR THE AGENDA OF THE MAY 3, 2018 MEETING
MEETING OF THE FACILITIES COMMITTEE


TO: FACILITIES COMMITTEE MEMBERS

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

THROUGH: AMY CANNON, COUNTY MANAGER

DATE: APRIL 25, 2018

SUBJECT: CONSIDERATION OF PWC AGREEMENT TO UTILITZE
PERSON STREET PARKING LOT AS A CONSTRUCTION
STORAGE SITE

Requested by: AMY CANNON, COUNTY MANAGER 

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

Estimate of Committee Time Needed: 10 MINUTES

BACKGROUND:

Engineering & Infrastructure (E&I) Staff was contacted by Fayetteville Public Works Commission regarding utilizing the Person Street Parking Lot as a construction storage site for an upcoming project. Fayetteville Public Works Commission will be performing work through a contractor on replacing portions of their infrastructure in the vicinity of the Market House.

The attached agreement was drafted to allow PWC to utilize the vacant Person Street Parking Lot. It permits access to the entire parcel for storage of construction equipment and materials for up to nine months at no cost. It requires for the parcel to be restored to the County in equal or better condition at the conclusion of this temporary usage along with other conditions during the time period in which the parcel is being utilized. This agreement is being executed with PWC as the proposed contractor does not have a contractual obligation with the County.

RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee consider approval of the agreement with the Fayetteville Public Works Commission and forward it to the Board of Commissioners for its consideration at their May 21st meeting as a Consent Agenda item.

North Carolina
Cumberland County

THIS AGREEMENT is made and entered into this ____ day of _____, 2018, by and between Cumberland County ("County") and the Fayetteville Public Works Commission ("PWC") (each of PWC and County is a "Party" and both are collectively the "Parties").

Whereas, County owns the parcel with PIN 0437-83-0210, containing a gravel parking lot located at 334 Person Street, Fayetteville ("the Parcel"); and

Whereas, PWC desires to use the Parcel as a temporary construction laydown site for its contractors for the purpose of storing construction equipment and materials.

In order to accommodate the PWC's need for the temporary use of the Parcel for this purpose, the Parties agree as follows:

1. County agrees to allow PWC's contractors, through PWC, to utilize the entire parcel for a construction laydown area for the storage of construction equipment and materials for a period of up to nine months, commencing upon execution of this Agreement by County, and at no cost.
2. PWC will ensure that the Parcel is returned to County in at least an equal or a better condition at the conclusion of this temporary use for this purpose.
3. PWC will ensure that the Parcel is kept free of trash and debris on a daily basis.
4. PWC will ensure that effective erosion control measures are installed and maintained to prevent sediment from washing into the street or tracking sediment from the Parcel onto the street. PWC shall be responsible for any failure of the erosion control measures.
5. PWC will ensure that temporary fence is installed around the perimeter of the area to be utilized.
6. PWC will ensure that no hazardous materials, including fuels and lubricants, are stored on the Parcel except under such conditions and in such containment devices as are necessary to prevent leakage or spillage of such hazardous materials onto the soil. PWC shall ensure that any leakage or spillage of such hazardous materials onto the soil as may occur shall be immediately remediated to minimize the risk of contamination to the Parcel.
7. PWC shall indemnify and hold the County harmless from any claims made against the County for any purpose or occasioned by any injury or damages suffered by anyone which arise out of the temporary use of the Parcel as a construction laydown site by PWC or its contractors.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

CUMBERLAND COUNTY

By: _____
Amy Cannon, County Manager

ATTEST: _____
Candice H. White, Clerk to the Board

FAYETTEVILLE PUBLIC WORKS COMMISSION

By: _____
David W Trego, General Manager/CEO

ATTEST: _____
Venus Williams, Clerk

AMY H. CANNON
County Manager

MELISSA C. CARDINALI
Assistant County Manager



CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

ITEM NO. 4.A.
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 MAY 3, 2018
MEETING OF THE FACILITIES COMMITTEE


TO: FACILITIES COMMITTEE

FROM: TRACY JACKSON, ASST. COUNTY MANAGER 

THROUGH: AMY CANNON, COUNTY MANAGER

DATE: APRIL 23, 2018

SUBJECT: CONSIDERATION OF A FACILITY LEASE RENEWAL WITH
EASTER SEALS UCP OF NORTH CAROLINA AND
VIRGINIA, INC.

Requested by: Amy Cannon, County Manager 

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

Estimate of Committee Time Needed: 10 Minutes

BACKGROUND

Easter Seals UCP of North Carolina and Virginia, Inc. provides support and services for children with intellectual developmental disabilities at the Dorothy Spainhour Center where specially trained teachers and therapists work with local clients and families. The lease agreement (copy attached with this memo) for this 12,310 square foot facility will expire June 30, 2018, and Easter Seals wishes to renew the lease for the same terms which primarily are as follows:

- 3-year term
- \$1 rent/year
- No security deposit required
- Lessee solely responsible for all utility costs
- Lessee solely responsible for all maintenance

RECOMMENDATION/PROPOSED ACTION

This item was scheduled to go to the April Facilities Committee Meeting, but that meeting was canceled. Staff requests this be sent to the Board at its May 7th regular meeting instead of the May 21st regular meeting due to the 30-day advertising requirement and the pending expiration of the lease on June 30th. Staff recommends forwarding the lease renewal to the full Board of Commissioners at the May 7, 2018 regular meeting as a consent agenda item for 1) the initial resolution of intent to lease certain real property and 2) required 30-day advertising as per N.C.G.S. 160A-272.

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

LEASE AGREEMENT

Approved by the Board of Commissioners June 15, 2015

This Lease Agreement, to be effective July 1, 2015, by and between **Easter Seals UCP of North Carolina and Virginia, Inc.**, a North Carolina non-profit corporation with a place of business at 223 Hull Road, Fayetteville, North Carolina, hereinafter referred to as "LESSEE", and the **County of Cumberland**, a body politic and corporate of the State of North Carolina, hereinafter referred to as "LESSOR".

WITNESSETH:

WHEREAS, the Cumberland County Board of Commissioners finds that the services provided by the LESSEE at the leased premises are critical in nature, there is no alternative resource for these specialized services, and these services were previously provided under the umbrella of the County.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained and subject to the terms and conditions hereinafter set forth, LESSOR does hereby lease and demise to LESSEE that building known as the "Dorothy Spainhour Facility" located at 223 Hull Road, Fayetteville, North Carolina, and being the same space already occupied by Lessee.

TO HAVE AND TO HOLD the leased premises, together with all privileges and appurtenances thereto belonging including easements of ingress and egress, to the said LESSEE, under the terms and conditions hereinafter set forth:

1. **TERM:** The Lease shall commence the July 1, 2015, and unless sooner terminated, continue for three years to June 30, 2018.
2. **RENT:** The rent shall be at an annual rate of \$1.
3. **DEPOSIT:** LESSOR shall not require a security deposit from the LESSEE.
4. **UTILITIES:** LESSEE shall be solely responsible for all utility costs.
5. **MAINTENANCE:** LESSEE shall be solely responsible for all ongoing maintenance of the facility to include the building and grounds; HVAC, plumbing, electrical and telephone systems; parking lots; playground and fencing. Any replacement of mechanical equipment or proposed renovation must be coordinated through the LESSOR. LESSEE shall be responsible to maintain the premises to meet all requirements necessitated by ADA and OSHA requirements. All maintenance shall be done to the LESSOR'S standard.
6. **PARKING:** LESSEE shall have the right to use all parking lots associated with the building and located on the premises.

7. **INSPECTIONS:** The leased premises shall be subject to periodic inspections by LESSOR upon reasonable notice provided to LESSEE. LESSOR shall give LESSEE written notice of any deficiencies with respect to maintenance after inspection and LESSEE shall correct such deficiencies within a reasonable time after receiving such notice.

8. **USE AND OCCUPANCY:** LESSEE must continue to provide the same developmental day programs and services it has provided at the facility for the past several years. If LESSEE proposes to change any services, it must provide the LESSOR thirty days' advance written notice of such change and the reason for the proposed change.

9. **FINANCIAL STATEMENTS:** LESSEE shall provide LESSOR copies of its annual financial statements prepared in the ordinary course of business.

10. **ASSIGNMENT OR SUB-LEASE:** The lease is made for the specific purpose of LESSEE'S continuation of the services it currently provides in the facility. LESSEE shall not assign this lease or sublet the leased premises or any part thereof, without the written consent of the LESSOR.

11. **CONDITION OF PREMISES:** LESSEE shall return the premises to LESSOR at the termination hereof in as good condition and state of repair as the same was at the commencement of this lease except for loss, damage, or depreciation occasioned by reasonable wear and tear or damage by fire or other casualty.

12. **DESTRUCTION OF PREMISES:** In the event the facility is damaged or destroyed by fire or any other casualty so as to materially affect the use of the building and premises, this lease shall automatically terminate as of the date of such damage or destruction, provided, however, that if such building and premises are repaired so as to be available for occupancy and use within sixty (60) days after such damage, then this lease shall not terminate. The decision as to whether or not make repairs shall be LESSOR'S and LESSOR shall have no obligation to make repairs.

13. **CONDEMNATION:** If during the term of this lease or any renewal period thereof, the whole of the leased premises, or such portion thereof as will make the leased premises unusable for the purpose leased, be condemned by public authority for public use, then in either event, the term hereby granted shall cease as of the date of the vesting of title in such public authority, or when possession is given to such public authority, whichever event occurs last. The LESSOR shall be entitled to reasonable compensation for such taking except for any statutory claim of the LESSEE for injury, damage or destruction of the LESSEE'S business accomplished by such taking. If a portion of the leased premises is taken or condemned by public authority for public use so as not to make the remaining portion of the leased premises unusable for the purposes leased, this lease will not be terminated but shall continue. In no event shall the LESSOR be liable to the LESSEE for any interruption of business, diminution in use or for the value of any unexpired term of this lease.

14. **INSURANCE:** LESSOR will be responsible for insuring its interest in the building and LESSEE will be responsible for insuring its personal property within the leased premises. LESSEE shall at all times during the term hereof, at its own expense, maintain and keep in force a policy or policies of general and premises liability insurance against claims for bodily injury, death or property damage occurring in, on, or about the demised premises in a coverage amount of no less than \$500,000 per occurrence and naming LESSOR as an additional named insured. Proof of such insurance shall be provided to LESSOR annually.

15. PERSONAL PROPERTY AND IMPROVEMENTS: Any additions, fixtures, or improvements placed or made by the LESSEE in or upon the leased premises, which are permanently affixed to the leased premises and which cannot be removed without unreasonable damage to said premises shall become the property of the LESSOR and remain upon the premises as a part thereof upon the termination of this Lease. All other additions, fixtures, or improvements to include trade fixtures, office furniture and equipment, and similar items, which can be removed without irreparable damage to the leased premises, shall be and remain the property of the LESSEE and may be removed from the leased premises by the LESSEE upon the termination of this lease. LESSEE shall bear the expense of any repairs of the leased premises, other than fair wear and tear caused by such removal.

16. TAXES: LESSEE will list and pay all business personal property taxes, if any, on its personal property located within the demised premises.

17. NOTICE: Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgement of receipt, or mailed by certified mail, return receipt requested, or delivered by receipt controlled express service, to the other party at the following addresses or to such other addresses as either party hereafter from time to time designates in writing to the other party for the receipt of notice:

LESSEE:

Easter Seals UCP

Attn: *Amanda Herburt*

223 Hull Road

Fayetteville, NC 28303

LESSOR:

Cumberland County

Attn: County Manager

P. O. Box 1829

Fayetteville, NC 28302-1829

Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt.

18. ORDINANCES AND REGULATIONS: LESSEE shall comply with all the rules and regulations of the city, county or state having jurisdiction over the leased premises, and with all ordinances and regulations or governmental authorities wherein the leased premises are located, at LESSEE'S sole cost and expense.

19. INDEMNIFICATION: LESSEE will indemnify LESSOR and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property occurring in or about, or arising out of, the demised premises, and occasioned wholly or in part by any act or omission of LESSEE, its agents, licensees, concessionaires, customers or employees. In the event LESSOR shall be made a party to any litigation, commenced by or against LESSEE, its agents, licensees, concessionaires, customers or employees, then LESSEE shall protect and hold LESSOR harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by LESSOR in connection with such litigation, unless such litigation arises out of an injury or injuries claimed as a result of some defective condition existing on the premises for which LESSOR has responsibility to maintain or repair under the terms of this lease and to which LESSOR has been put on notice by LESSEE.

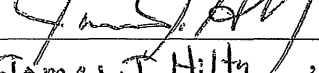
20. **MERGER CLAUSE:** This instrument is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this lease agreement.

IN WITNESS WHEREOF, the LESSOR and LESSEE have caused this lease to be executed in duplicate originals by their duly authorized officers, to be effective the date and year first above written.

LESSEE: **Easter Seals UCP of North Carolina and Virginia, Inc.**

ATTEST:

BY: _____
Secretary

BY: 
James J. Hilty, President/CEO
CEO

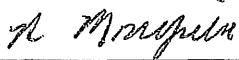
LESSOR: **County of Cumberland**

ATTEST:

BY: _____
Candice White, Clerk

BY: 
Amy Cannon, County Manager

Approved for Legal Sufficiency


County Attorney's Office
() Renewable
() Non-renewable
Expiration Date: June 30, ~~2020~~ ²⁰¹⁸

AMY H. CANNON
County Manager

MELISSA C. CARDINALI
Assistant County Manager



CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

ITEM NO. 4.B.

DUANE T. HOLDER
Assistant County Manager


TRACY JACKSON
Assistant County Manager

SALLY S. SHUTT
Assistant County Manager

OFFICE OF THE COUNTY MANAGER

**MEMO FOR THE AGENDA OF THE MAY 3, 2018
MEETING OF THE FACILITIES COMMITTEE**


TO: FACILITIES COMMITTEE

FROM: TRACY JACKSON, ASST. COUNTY MANAGER 

THRU: AMY CANNON, COUNTY MANAGER

DATE: APRIL 23, 2018

SUBJECT: CONSIDERATION OF RENEWAL OF LEASE AGREEMENT
WITH CUMBERLAND COUNTY COMMUNICARE, INC.

Requested by: Amy Cannon, County Manager 

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

Estimate of Committee Time Needed: 10 Minutes

BACKGROUND

Cumberland County Communicare, Inc., a local not-for-profit agency that assists people in overcoming mental health problems, substance abuse/chemical dependency, and the trauma of sexual victimization and abuse, wishes to enter into a lease agreement with Cumberland County for 13,994 square feet of office space located at 109 Bradford Avenue in Fayetteville. This agreement contains terms that mirror the prior agreement (attached) between Communicare and Cumberland County and will take the place of that agreement which will expire June 30, 2018. The agreement also continues to recognize the in-kind services that Communicare provides to the County. The rent is proposed at an annual rate of \$41,308 and will be for a three-year term.

RECOMMENDATION/PROPOSED ACTION

This item was scheduled to go to the April Facilities Committee Meeting, but that meeting was canceled. Staff requests this be sent to the Board at its May 7th regular meeting instead of the May 21st regular meeting due to the 30-day advertising requirement and the pending expiration of the lease on June 30th. Staff recommends forwarding the lease renewal to the full Board of Commissioners at the May 7, 2018 regular meeting as a consent agenda item for 1) the initial resolution of intent to lease certain real property and 2) required 30-day advertising as per N.C.G.S. 160A-272.

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

LEASE AGREEMENT

Notice of Intent published in the *Fayetteville Observer* on October 24, 2015
Approved by the Board of Commissioners on December 7, 2015

This Lease Agreement, made and entered as of the 7th day of December, 2015, by and between **Cumberland County Communicare, Inc.**, a non-profit North Carolina corporation with a place of business at 109 Bradford Avenue, Fayetteville, North Carolina, hereinafter referred to as "LESSEE", and the **County of Cumberland**, a body politic and corporate of the State of North Carolina, hereinafter referred to as "LESSOR".

W I T N E S S E T H:

THAT for and in consideration of the mutual promises hereinafter contained herein and subject to the terms and conditions hereinafter set forth or referred to, LESSOR does hereby lease and demise to LESSEE that certain space consisting of 13,994 square feet of office space located at 109 Bradford Avenue, Fayetteville, NC, and being the same space already occupied by Lessee.

TO HAVE AND TO HOLD said property, together with all privileges and appurtenances thereto belonging including easements of ingress and egress, to the said LESSEE, under the terms and conditions hereinafter set forth:

1. **TERM:** The Lease shall commence the 2nd day of November, 2015, and unless sooner terminated, continue for three (3) years to June 30, 2018.
2. **RENT:** The rent shall be at an annual rate of FORTY-ONE THOUSAND THREE HUNDRED EIGHT DOLLARS (\$41,308). The rent shall be payable in quarterly installments beginning on July 1st each year.
3. **DEPOSIT:** LESSOR shall not require a security deposit from the LESSEE.
4. **SERVICES:** LESSOR covenants and agrees to furnish the leased premises with electrical service suitable for the intended use as general office space (including dedicated ground circuits for computer operation), including fluorescent tube and ballast replacements, heating and air conditioning for the comfortable use and occupancy of the leased premises, plus supplying and maintaining building common areas and restroom facilities, including hot and cold water, and sewage disposal in the building in which the leased premises are located. If the premises have a security system, Lessor will maintain it in good working order.
5. **PARKING LOT:** LESSEE shall have the right of shared use and enjoyment of the building's parking areas at no charge to the LESSEE.
6. **ASSIGNMENT OR SUB-LEASE:** The LESSEE shall not assign this lease or sublet the leased premises or any part thereof, without the written consent of the LESSOR. Such written consent will not be unreasonably withheld by LESSOR.

7. **USE AND POSSESSION:** It is understood that the leased premises are to be used for general office purposes and for no other purposes without prior written consent of LESSOR. LESSEE shall not use the leased premises for any unlawful purpose or so as to constitute a nuisance. LESSEE shall return the premises to LESSOR at the termination hereof in as good condition and state of repair as the same was at the commencement of the term hereof, except for loss, damage, or depreciation occasioned by reasonable wear and tear and damage by accidental fire or other casualty.
8. **DESTRUCTION OF PREMISES:** In the event that said building is damaged by fire, windstorm, or an act of God, so as to materially affect the use of the building and premises, this Lease shall automatically terminate as of the date of such damage or destruction, provided, however, that if such building and premises are repaired so as to be available for occupancy and use within sixty (60) days after said damage, then this lease shall not terminate, provided further that the LESSEE shall pay no rent during the period of time that the premises are unfit for occupancy and use.
9. **CONDEMNATION:** If during the term of this lease or any renewal period thereof, the whole of the leased premises, or such portion thereof as will make the leased premises unusable for the purpose leased, be condemned by public authority for public use, then in either event, the term hereby granted shall cease and come to an end as of the date of the vesting of title in such public authority, or when possession is given to such public authority, whichever event occurs last. Upon such occurrence the rent shall be apportioned as of such date and any rent paid in advance at the due date for any space condemned shall be returned to the LESSEE. The LESSOR shall be entitled to reasonable compensation for such taking except for any statutory claim of the LESSEE for injury, damage or destruction of the LESSEE'S business accomplished by such taking. If a portion of the leased premises is taken or condemned by public authority for public use so as not to make the remaining portion of the leased premises unusable for the purposes leased, this lease will not be terminated but shall continue. In such case, the rent shall be equitably and fairly reduced or abated for the remainder of the term in proportion to the amount of leased premises taken. In no event shall the LESSOR be liable to the LESSEE for any interruption of business, diminution in use or for the value of any unexpired term of this lease.
10. **INTERRUPTION OF SERVICE:** LESSOR shall not be or become liable for damages to LESSEE alleged to be caused or occasioned by or in any way connected with or the result of any interruption in service, or defect or breakdown from any cause whatsoever in any of the electric, water, plumbing, heating, or air conditioning systems. However, upon receipt of actual notice of any such interruption, defect or breakdown, LESSOR will take such steps as are reasonable to restore any such interrupted service to remedy any such defect.
11. **LESSOR'S RIGHT TO INSPECT:** The LESSOR shall have the right, at reasonable times during the term of this lease, to enter the leased premises, for the purposes of examining and inspecting same and of making such repairs or alterations therein as the LESSOR shall deem necessary.
12. **INSURANCE:** LESSOR will be responsible for insuring its interest in the building and LESSEE will be responsible for insuring its personal property within the leased premises. LESSEE shall at all times during the term hereof, at its own expense, maintain and keep in

force a policy or policies of general and premises liability insurance against claims for bodily injury, death or property damage occurring in, on, or about the demised premises in a coverage amount of no less than \$500,000 per occurrence and naming LESSOR as an additional named insured.

13. **MAINTENANCE OF STRUCTURE:** LESSOR shall be responsible for the maintenance and good condition of the roof and supporting walls of the building leased hereunder and for maintenance in good working condition of all mechanical equipment (including but not limited to heating and air conditioning equipment) installed and provided by the LESSOR. The LESSEE shall be responsible for the maintenance in good condition of interior surfaces, floors, doors, ceilings, and similar items except that the LESSEE shall not be responsible for fair wear and tear or for major damage or destruction of such walls, grounds, surfaces, or any structural component of the premises.
14. **HEATING AND AIR CONDITIONING; JANITORIAL SERVICES:** LESSOR shall provide and maintain heating and air conditioning in good working condition. Temporary stoppages of heating services for the purposes of maintaining or repairing heating equipment and facilities shall not constitute a default by LESSOR in performance of this Lease, provided that the LESSOR exercises due diligence and care to accomplish such maintenance and repair and such stoppages do not continue to an unreasonable length of time. LESSOR shall be responsible for commercially reasonable janitorial service and trash removal from leased premises.
15. **PERSONAL PROPERTY AND IMPROVEMENTS:** Any additions, fixtures, or improvements placed or made by the LESSEE in or upon the leased premises, which are permanently affixed to the leased premises and which cannot be removed without unreasonable damage to said premises shall become the property of the LESSOR and remain upon the premises as a part thereof upon the termination of this Lease. All other additions, fixtures, or improvements to include trade fixtures, office furniture and equipment, and similar items, which can be removed without irreparable damage to the leased premises, shall be and remain the property of the LESSEE and may be removed from the leased premises by the LESSEE upon the termination of this lease. LESSEE shall bear the expense of any repairs of the leased premises, other than fair wear and tear caused by such removal.
16. **TAXES:** LESSEE will list and pay all business personal property taxes, if any, on its personal property located within the demised premises.
17. **NOTICE:** Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgement of receipt, or mailed by certified mail, return receipt requested, or delivered by receipt controlled express service, to the other party at the following addresses or to such other addresses as either party hereafter from time to time designates in writing to the other party for the receipt of notice:

LESSEE:

Cumberland County, Communicare, Inc.
Attn: Executive Director
P.O. Box 87830
Fayetteville, NC 28304-0030

LESSOR:

Cumberland County
Attn: County Manager
P. O. Box 1829
Fayetteville, NC 28302-1829

Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt.

18. **ORDINANCES AND REGULATIONS:** The LESSEE hereby covenants and agrees to comply with all the rules and regulations of the Board of Fire Underwriters, officers and boards of the city, county or state having jurisdiction over the leased premises, and with all ordinances and regulations or governmental authorities wherein the leased premises are located, at the LESSEE'S sole cost and expense, but only insofar as any of such rules, ordinances, and regulations pertain to the manner in which the LESSEE shall use the leased premises, the obligation to comply in every other case, and also all cases where such rules, regulations, and ordinances require repairs, alterations, changes or additions to the building (including the leased premises) or building equipment, or any part of either, being hereby expressly assumed by the LESSOR and LESSOR covenants and agrees promptly and duly to comply with all such rules, regulations and ordinances with which LESSEE has not herein expressly agreed to comply.
19. **INDEMNIFICATION:** LESSEE will indemnify LESSOR and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property occurring in or about, or arising out of, the demised premises, and occasioned wholly or in part by any act or omission of LESSEE, its agents, licensees, concessionaires, customers or employees. In the event LESSOR shall be made a party to any litigation, commenced by or against LESSEE, its agents, licensees, concessionaires, customers or employees, then LESSEE shall protect and hold LESSOR harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by LESSOR in connection with such litigation, unless such litigation arises out of an injury or injuries claimed as a result of some defective condition existing on the premises for which LESSOR has responsibility to maintain or repair under the terms of this lease and to which LESSOR has been put on notice by LESSEE.
20. **REPAIR:** The premises shall meet all requirements necessitated by the ADA and OSHA Inspection Guidelines. Should it be necessary during the term of this Lease to repair the roof structure; exterior walls; or structural members or the building because of defect or failure, the LESSOR shall make such repairs or replacements at its sole cost and expense, within a reasonable time after demand is made in writing to the LESSOR to do so by the LESSEE. The LESSOR shall keep the premises, including all improvements, in good condition and repair and in a good, clean, and safe condition at all times during the term of this Lease Agreement.
21. **WARRANTY:** The LESSOR warrants that all plumbing, electrical, heating, and air conditioning units and facilities are in good working order at the commencement of this Lease.
22. **REMEDIES:** If either party shall be in default with respect to any separate performance hereunder, and shall have remained in default for ten (10) days after receipt of notice of default, there shall be a breach of this lease. The defaulting party shall remain fully liable for performing its remaining obligations under this lease. The defaulting party shall be liable for reasonable damages as provided by law and for all costs and expenses, including reasonable attorneys fees, incurred by the other party on account of such default, except as otherwise provided herein. Waiver by either party of any breach of the other's obligation shall not be

deemed a waiver of any other or subsequent breach of the same obligation. No right or remedy of any party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by state or otherwise any may be enforced concurrently or from time to time.

23. **SUCCESSOR AND ASSIGNS:** This lease shall bind and inure to the benefit of the successors, assigns, heirs, executors, administrators, and legal representatives of the parties hereto.
24. **ALTERATIONS AND PARTITIONS:** The LESSEE may make reasonable alterations and partitions to the interior of the premises to enhance their suitability for the uses contemplated in this Lease Agreement, provided prior written approval of the graphic plan for alterations and partitions shall be obtained from the LESSOR, who shall not unreasonably withhold such approval.
25. **UTILITIES:** Electrical power, water, and sewer services to serve the leased premises shall be at LESSOR'S expense. LESSOR shall not be liable for any failure of any public utility to provide utility services over such connections and such failure shall not constitute a default by LESSOR in performance of this Lease. LESSEE shall be prudent in its use of utilities and compliant with the LESSOR'S practices and policies related to utilities.
26. **RISKS OF LOSS:** As between the LESSOR and the LESSEE, any risk of loss of personal property placed by the LESSEE in or upon the leased premises shall be upon and a responsibility to the LESSEE, regardless of the cause of such loss.
27. **DESTRUCTION OF PREMISES:** If the leased premises should be completely destroyed or damaged so that more than fifty percent (50%) of the leased premises are rendered unusable, this Lease shall immediately terminate as of the date of such destruction or damage.
28. **TERMINATION:** If the LESSEE shall fail to pay any installment of rent when due and payable as heretofore provided or fail to perform any of the terms and conditions heretofore set forth and shall continue in such default for a period of fifteen (15) days after written notice of default, LESSOR, at its discretion, may terminate this Lease and take possession of the premises without prejudice to any other remedies allotted by law; and/or, if the LESSOR SHALL fail to perform any of the terms and conditions heretofore set forth and shall continue in such default thirty (30) days after written notice of such default, the LESSEE, at its discretion shall terminate this Lease and vacate the leased premises without further obligation to pay rent as theretofore provided from date of said termination, without prejudice to any other remedies provided by law.
29. **OCCUPANCY AND QUIET ENJOYMENT:** LESSOR promises that LESSEE shall have quiet and peaceable possession and occupancy of the above leased premises in accordance with the terms set forth herein, and that LESSOR will defend and hold harmless the LESSEE against any and all claims or demands of others arising from LESSEE'S occupancy of the premises or in any manner interfering with the LESSEE'S use and enjoyment of said premises.

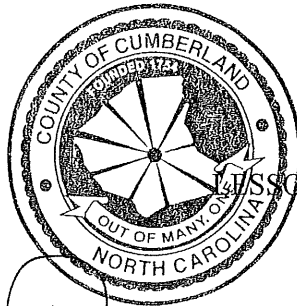
30. **MODIFICATION**: This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.
31. **MERGER CLAUSE**: This instrument is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

IN WITNESS WHEREOF, the LESSOR and LESSEE have caused this Lease Agreement to be executed in duplicate originals by their duly authorize officers, the date and year first above written.

LESSEE: CUMBERLAND COUNTY
COMMUNICARE, INC

ATTEST:

BY: [Signature] BY: [Signature]
Secretary Executive Director



ATTEST:

BY: [Signature] BY: [Signature]
Candice White, Clerk ~~Kenneth Edge, Chair~~ W. Marshall Faircloth, Chairman
Board of Commissioners

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I, Cynthia A. Tucker a Notary Public in and for the County and State aforesaid, do hereby certify that Candice White, personally appeared before me this day and acknowledged that she is the Clerk to the Cumberland County Board of Commissioners; that Kenneth Edge is the Chair of the Cumberland County Board of Commissioners; that the seal affixed to the foregoing is the Corporate Seal of said Board; that said instrument was duly passed at a regular meeting of the Board of Commissioners as therein set forth and was signed, sealed, and attested by the said Clerk on behalf of said Board, all by its authority duly granted; and that said Candice White acknowledged the said instrument to be the act and deed of the said Board.

WITNESS MY HAND and seal this the 7th day of December, 2015.

Cynthia A. Tucker
Notary Public

My Commission Expires: 6/5/2020

NORTH CAROLINA

CUMBERLAND COUNTY

I, CORINNE H. BYRNE a Notary Public of the County and State aforesaid, certify that HERBERT LEWIS personally appeared before me this day and acknowledged that he/she is Secretary of Cumberland County Communicare, Inc., a nonprofit North Carolina corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its Executive Director, sealed with its corporate seal and attested by him/her as its Secretary.

Witness my hand and official stamp or seal, this the 9 day of JUNE, 2016.

Corinne H. Byrne
Notary Public

My Commission Expires: 5/22/2020

This instrument has been
pre-audited in the manner
required by the Local
Government Budget and Fiscal
Control Act.

Approved for Legal Sufficiency

Vicki Evans
Vicki Evans, Finance Officer

Phyllis J. Finner
County Attorney's Office
() Renewable
() Non-renewable
Expiration Date: June 30, 2018

RICKEY L. MOOREFIELD
County Attorney



ITEM NO. 5.

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 MAY 3, 2018,
MEETING OF THE FACILITIES COMMITTEE**

TO: Asst. Co. Manager Tracy Jackson
FROM: Co. Atty. *R. Moorefield*
DATE: April 24, 2018
SUBJECT: Request for Monopole Cell Tower Lease Site

Requested by Co. Manager
Estimate of Time Needed: 15 minutes

Attachments: Lease Proposal with GIS Parcel Map

BACKGROUND:

Comsite, LLC, has requested to lease a portion of the county-owned parcel lying between the DSS parking lot and the Martin Luther King, Jr., Freeway for a monopole cell tower 170' in height for Verizon. There is an existing Lamar billboard on another portion of the parcel. The billboard use is permitted by a licensing agreement that can be terminated on short notice. The proposed cell tower use is for a term that may extend up to 25 years at a lease rate of \$1,000 per month, increasing by 10% each five years. Notice of the intent to lease the property on these terms would have to be published before the transaction could be completed.

RECOMMENDATION/PROPOSED ACTION:

If the Committee determines it unlikely that the parcel will be used for any other purposes during the term of this lease, the county attorney recommends that the proposed lease be accepted.

ComSite, LLC

3060 Mercer University Drive, Suite 210
Atlanta, GA 30341

March 22, 2018

Rick Moorefield - Attorney for Cumberland County, NC

Re: Site Name: FSU – Tower Proposal

Dear Mr. Moorefield:

I am inquiring about the possible use of some property owned by Cumberland County, NC at 840 Hillsboro Street, Fayetteville, NC / Parcel #0438-50-0407. It is approximately 2.70 acres.

Verizon is looking to place a Wireless Communication Facility upon it. It will be a 170' Monopole tower with a 100'x100' lease area. The parcel appears to be zoned HI per the zoning map which permits Wireless Communication Towers to be built upon the parcel. There is already an existing Billboard on the southwest corner and the railroad runs to the east of the parcel. Martin Luther King Jr. Freeway runs to the south of the parcel.

Verizon is proposing a term of (5) five years with (4) add'l five-year renewals which equals a 25-year lease. The proposed starting rent is \$1,000 per month with a 10% increase each term.

Once you and the Board of Commissioners have reviewed the proposal let me know if there are any questions or concerns that we need to discuss.

Should you have any questions regarding this letter or the enclosures, please do not hesitate to contact me.

Thank You,

Chip Flowers

ComSite, LLC

3060 Mercer University Drive, Ste 210

Atlanta, GA 30341

CFlowers@ComSite-llc.com

Mobile: (770) 771-8264

Fax: (855) 210-3461

ComSite, LLC

3060 Mercer University Drive, Suite 210
Atlanta, GA 30341

PROPOSED TOWER LOCATION

