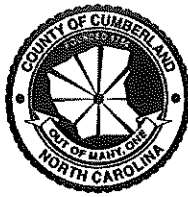


LARRY L. LANCASTER
Chairman

JEANNETTE M. COUNCIL
Vice Chairman

GLENN B. ADAMS
MICHAEL C. BOOSE
CHARLES E. EVANS
W. MARSHALL FAIRCLOTH
JIMMY KEEFE



CUMBERLAND ★ COUNTY ★ NORTH CAROLINA

CANDICE WHITE
Clerk to the Board

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 *KB*

DATE: May 24, 2018

SUBJECT: Facilities Committee Regular Meeting – Thursday, June 7, 2018

There will be a regular meeting of the Board of Commissioners' committees (Finance, Policy and Facilities Committees) on Thursday, June 7, 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 – May 3, 2018 Regular Meeting **(Pg. 2)**
2. Consideration of Radio Tower Lease Agreement with the North Carolina Department of Agriculture and Consumer Services **(Pg. 22)**
3. Consideration of Contracts:
 - a. Renovation of Conference Room 564 **(Pg. 28)**
 - b. Exterior Repairs for Multiple County Facilities **(Pg. 32)**
 - c. Repair of Stormwater Detention Ponds at Crown Complex **(Pg. 36)**
 - d. Parking Lot Improvements at Bordeaux Branch Library **(Pg. 42)**
 - e. Parking Lot Improvements at East Regional Library **(Pg. 45)**
4. Consideration of Additional Security Measures in Courtroom 3A **(Pg. 48)**
5. Consideration of Location Options for a County Trophy Case in the Judge E Maurice Braswell Cumberland County Courthouse **(Pg. 50)**
6. Other Items of Business **(NO MATERIALS)**

DRAFT

CUMBERLAND COUNTY FACILITIES COMMITTEE
JUDGE E. MAURICE BRASWELL CUMBERLAND COUNTY COURTHOUSE
117 DICK STREET, 5TH FLOOR, ROOM 564
MAY 3, 2018
REGULAR MEETING MINUTES

MEMBERS PRESENT: Commissioner Glenn Adams
Commissioner Michael Boose
Commissioner Jeannette Council

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
Jeffery Brown, County Engineer
Vicki Evans, Finance Director
Deborah Shaw, Budget Analyst
Heather Harris, Budget Analyst
Devon Newton, Paralegal
Sarah Hallock, Communicare
Jon Soles, Public Information Specialist
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 – MARCH 1, 2018 REGULAR MEETING

MOTION: Commissioner Council moved to approve the March 1, 2018 meeting minutes as presented.

SECOND: Commissioner Boose

VOTE: UNANIMOUS (3-0)

2. CONSIDERATION OF REQUEST FROM PIEDMONT NATURAL GAS TO PURCHASE PERMANENT EASEMENTS ON COUNTY PROPERTY

BACKGROUND:

DRAFT

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.

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, storm water 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 21, 2018 meeting as a Consent Agenda item.

.....

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.: 2351500
ADDRESS: 117 Dick St.
CITY: Fayetteville
STATE, ZIP: NC, 28301

DRAFT

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.

.....

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

DRAFT

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.

GRANT OF TEMPORARY EASEMENT

Return to:

DRAFT

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.

DRAFT

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

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.: 2351526

COUNTY OF CUMBERLAND

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

DRAFT

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>\$12,874.00</u>
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.....

**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: **\$**

DRAFT

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:

\$ 6,842.00

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

Mr. Brown stated 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. Commissioner Adams stated he believes that instead of asking for \$870 for the compensation of landscaping that would be impacted by the construction the County should require the area be put back in the condition it was in when the project starts. Commissioner Council and Commissioner Boose both agreed with Commissioner Adams.

Mr. Brown stated 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. Commissioner Adams stated he would like the same provision for this project regarding PNG returning the landscaping in this area to the original condition as stated above.

MOTION: Commissioner Boose moved to recommend to the full board approval of the purchase of the permanent and temporary easements at the Headquarters Library and the property located off of Blue Street by Piedmont Natural Gas with the provision added that the landscaping of both area's must be returned to the original condition by Piedmont Natural Gas and forward to the Board of Commissioners for its approval at the May 21, 2018 meeting as a consent agenda item.

SECOND: Commissioner Council

VOTE: UNANIMOUS (3-0)

3. CONSIDERATION OF PWC AGREEMENT TO UTILIZE PERSON STREET PARKING LOT AS A CONSTRUCTION STORAGE SITE

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

DRAFT

through a contractor on replacing portions of their infrastructure in the vicinity of the Market House.

The 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 21, 2018 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.

DRAFT

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.

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

Commissioner Adams stated he believes this would be an inconvenience to the businesses around this parcel. Commissioner Adams stated he believes the parcel behind Beasley Broadcasting would make more sense for a construction storage site. Commissioner Boose stated he does not believe the Person Street Parking Lot would be a prime spot for a construction storage site.

MOTION: Commissioner Council moved to deny the request from PWC to utilize the Person Street Parking Lot as a construction storage site.

SECOND: Commissioner Boose

VOTE: UNANIMOUS (3-0)

4. CONSIDERATION OF RENEWAL OF LEASE AGREEMENTS

A. EASTER SEALS UCP OF NORTH CAROLINA AND VIRGINIA Inc.

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

DRAFT

lease agreement 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
- \$1rent/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 cancelled. Staff requests this be sent to the Board at its May 7, 2018 regular meeting instead of the May 21, 2018 regular meeting due to the 30-day advertising requirement and the pending expiration of the lease on June 30, 2018. 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 NCGS 160A-272.

Tracy Jackson, Assistant County Manager, reviewed the background information and recommendation as recorded above. Mr. Jackson stated Easter Seals is looking for a lease renewal with no changes to the current lease.

Commissioner Council stated she is familiar with the work Easter Seals UCP does in this community and it is very valuable to Cumberland County.

MOTION: Commissioner Council moved to recommend to the full board approval of the Easter Seals UCP lease renewal for another three years but work towards researching the possibility of Easter Seals UCP purchasing the property at some point in the future and to forward this item to the full board 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 NCGS 160A-272.

SECOND: Commissioner Adams

DISCUSSION:

Commissioner Boose stated he has no problem with the work Easter Seals UCP does in the community but from a business standpoint he believes the County should have the property valued and sell it to Easter Seals UCP. Commissioner Adams stated he would like to see the County extend the lease this time and have staff work with Easter Seals UCP at some point to see if the purchase of the property could be feasible at some point. Commissioner Adams stated he saw where the County did a walk through of the facility and he does not believe the County should only give organization's thirty days to get problems fixed because it is not enough time. Commissioner Adams further stated he would like the County to review that practice to give others more time than thirty days to get things

DRAFT

fixed. Commissioner Boose and Commissioner Council agreed with Commissioner Adams on giving more time than thirty days for repairs to be done.

VOTE: UNANIMOUS (3-0)

B. CUMBERLAND COUNTY COMMUNICARE

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 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 cancelled. Staff requests this be sent to the Board at its May 7, 2018 regular meeting instead of the May 21, 2018 regular meeting due to the 30-day advertising requirement and the pending expiration of the lease on June 30, 2018. 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 NCGS 160A-272.

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

LEASE AGREEMENT

Notice of Intent published in the *Fayetteville Observer* on
Approved by the Board of Commissioners on

This Lease Agreement made and entered as of the _____ day of _____, 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".

WITNESSETH:

DRAFT

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

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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.

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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

LESSOR:
Cumberland County
Attn: County Manager

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P.O. Box 87830

Fayetteville, NC 28304-0030

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.

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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 attorney's 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

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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

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

- MOTION: Commissioner Council moved to recommend to the full board approval of the Communicare lease agreement renewal and to forward 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 NCGS 160A-272.
- SECOND: Commissioner Boose
- VOTE: UNANIMOUS (3-0)

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5. CONSIDERATION OF REQUEST FOR MONOPOLE CELL TOWER LEASE SITE

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.

Rick Moorefield, County Attorney, reviewed the background information and recommendation as recorded above.

Commissioner Boose stated he does not believe this would be attractive or good for the neighbors. Commissioner Boose asked if having the cell tower would help communication access for other agencies. Mr. Moorefield stated he could look into the issue and bring it back to the committee.

MOTION: Commissioner Boose moved to take this item off this month's agenda for the county attorney to find out some additional information and bring back to the Facilities Committee sometime after the budget season.

SECOND: Commissioner Council

VOTE: UNANIMOUS (3-0)

6. OTHER ITEMS OF BUSINESS

There were no other items of business.

MEETING ADJOURNED AT 11:26 AM.

AMY H. CANNON
County Manager

MELISSA C. CARDINALI
Assistant County Manager



CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

ITEM NO. 2

DUANE T. HOLDER
Assistant County Manager

TRACY JACKSON
Assistant County Manager

SALLY S. SHUTT
Assistant County Manager

OFFICE OF THE COUNTY MANAGER

MEMO FOR THE AGENDA OF THE JUNE 7, 2018 MEETING OF THE FACILITIES COMMITTEE

TO: FACILITIES COMMITTEE

FROM: TRACY JACKSON, ASST. COUNTY MANAGER

THRU: AMY CANNON, COUNTY MANAGER

DATE: MAY 23, 2018

SUBJECT: CONSIDERATION OF RADIO TOWER LEASE AGREEMENT
WITH THE NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES

Requested by: Todd Wahler, Real Property Agent, NCDA&CS

Presenter(s): Jeffery Brown, Director of Engineering and Infrastructure

Estimate of Committee Time Needed: 10 Minutes

BACKGROUND

The County was contacted by the NC Department of Agriculture and Consumer Services - NC Division of Forest Resources, to renew an existing agreement for radio antennae space on the tower located atop 109 Bradford Avenue, a County-owned facility. The continued use of the space on the tower provides more effective and efficient services to the citizens of Cumberland County without any negative impact to existing operations. This serves as a benefit to the County and surrounding region and more specifically the fire departments of Cumberland County who may need to communicate directly with local NC Forestry agents.

The terms for the agreement are proposed to remain the same and are as follows:

- Three-year term commencing July 1, 2018 and ending June 30, 2021 last negotiated in 2015
- Rent of \$10.00 (TEN DOLLARS) for the entire three-year term

- Lessor provides and maintains existing antennae, connections, and headend building while Lessee provides and maintains its headend equipment
- Lessor provides utilities and environmentally controlled headend building (utilities are singly metered for entire facility and therefore cannot be split out)
- Lessee is self-insured

Attached is a copy of the prior agreement. The intent to lease does not have to be advertised since it is between government entities.

RECOMMENDATION/PROPOSED ACTION:

Staff recommends consideration of the proposed agreement and approval to move the lease agreement forward to the full Board of Commissioners as a Consent Agenda Item at the June 18, 2018 regular meeting.

**CUMBERLAND COUNTY
RADIO TOWER AGREEMENT**

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

This Lease Agreement, made and entered into this 17th day of August, 20 , by and between CUMBERLAND COUNTY, hereinafter referred to as "Lessor", and the STATE OF NORTH CAROLINA, through the North Carolina Department of Agriculture & Consumer Services, hereinafter referred to 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 amended on September 8th, 1999 and April 1, 2003.

WHEREAS, the Department of Administration has delegated to the Department of Agriculture the authority to execute this lease agreement by a memorandum dated the 26th day of March, 1982; and

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

WHEREAS, the Lessor owns, operates and maintains a Radio Signal Tower, (Registration No. 1015942) located on a County facility that is located at 109 Bradford Avenue in Cumberland County, North Carolina, at latitude of 35-03-19N, longitude 78-53-30W, NAD 17, and the Lessor hereby leases to Lessee and the Lessee hereby leases from the Lessor space on the Tower and all access and utility easements, if any, (collectively, the "Premises").

WHEREAS, the Lessor desires to grant to the Lessee a lease to install, operate and maintain an antenna and coaxial cable upon said tower and to install related cabling, wiring and accessories inside the "headend" building located at the base of the radio tower. The headend" building is a masonry environmentally-controlled building which is storage space for all repeaters and accessories related to such antennas and cables on the tower.

NOW THEREFORE, in consideration of the rents, covenants and agreements hereinafter set forth, the Lessor and Lessee agree as follows:

- 1) The Lessor agrees to lease to the Lessee space on its radio tower to install, operate and maintain an antenna and coaxial cable on Lessor's tower and to install, operate and maintain other related cabling, wiring and accessories inside the Lessor's "headend" building located at the base of said radio tower.

<u>TYPE</u>	<u>HEIGHT</u>
VHF Hi Band Repeater	

- 2) The Lessor agrees to furnish such power as may be required by the Lessee for operation of its installation, however, it is expressly understood and agreed that the Lessor will not be responsible for any power outage, but will endeavor to correct the condition causing the outage as soon as it is reasonably possible.

- 10) The Lessee, its agents, or any persons using the Lessee's antenna and equipment for the transmission and reception of radio signals shall comply with all laws and governmental regulations respecting such use and shall hold the Lessor harmless from any responsibility from the failure of the Lessee, its agents or any persons using the Lessee's antenna and equipment. The Lessee shall maintain all licenses required by the FCC for the antenna and other equipment on the Lessor's property, said copy of license to be provided to the Lesser.
- 11) The failure of either party to insist in any instance on strict performance of any covenant thereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant or option in any other instance. No modification or any provision hereof and no cancellation or surrender hereof shall be valid unless in writing and signed by parties.
- 12) 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: County Manager
Cumberland County
117 Dick Street
Fayetteville, N.C., 28301

To the Lessee: NC Department of Agriculture & Consumer Services
Property & Construction Division
Attn: Real Property Agent
1001 Mail Service Center
Raleigh, NC 27699-1001

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.

LESSEE:

State of North Carolina


G. Kent Yelverton, Director


NCD&CS Property & Construction Division

STATE OF NORTH CAROLINA
COUNTY OF WAKE

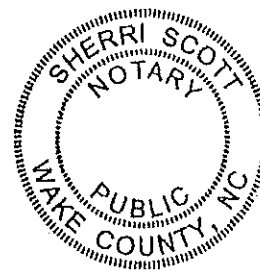
I, Sherri Scott, a Notary Public for County and

State aforesaid, do hereby certify that G. Kent Yelverton personally appeared 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.

WITNESS my hand and official seal this 19th day of August, 2015.


Notary Public
Sherri Scott

My Commission Expires: 9-25-2016



IN WITNESS WHEREOF, the parties hereto have signed and sealed this instrument the day and year first above written.

LESSOR:

Cumberland County

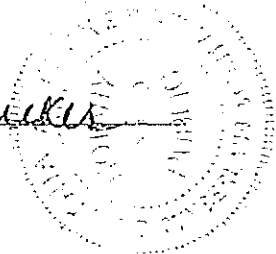
Amy H. Cannon
Amy H. Cannon, County Manager

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, Cynthia A. Tucker, a Notary Public of the State and County aforesaid, do hereby certify that **Amy H. Cannon** personally came before me this day and acknowledged that she is **County Manager**, and that she, as Manager, being authorized to do so, executed the foregoing instrument on behalf of the County of Cumberland.

WITNESS my hand and official seal this 24th day of August, 2014.

Cynthia A. Tucker
Notary Public



My Commission Expires: 6/5/2020



ITEM NO. 3.A.

CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

ENGINEERING & INFRASTRUCTURE DEPARTMENT

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

MEMO FOR THE AGENDA OF THE JUNE 7, 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: MAY 31, 2018

**SUBJECT: CONSIDERATION OF CONTRACT FOR ROOM 564
RENOVATION AND BUDGET ORDINANCE
AMENDMENT #B181457**

Requested by: AMY CANNON, COUNTY MANAGER 

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

Estimate of Committee Time Needed: 10 MINUTES

BACKGROUND:

The existing layout of Conference Room #564 located within the Judge E. Maurice Braswell Cumberland County Courthouse is no longer a conducive space for the Board of Commissioners to conduct meetings. The room currently has several technological challenges and the room is very tight and difficult for the Board of Commissioners, County Staff and outside presenters to maneuver when at capacity.

Engineering & Infrastructure (E&I) Staff contacted Gordon Johnson, in November 2017 to begin discussing the challenges associated with the layout and how to best reconfigure the space. It was estimated by the project architect that the construction would cost approximately \$100,000 and the furniture costs would be approximately \$40,000. After consulting with the Information Services Department, it was determined it would cost approximately \$60,000 to equip the room with the necessary technology upgrades. Therefore, it was expected that the entire cost of the renovation would be approximately \$200,000.

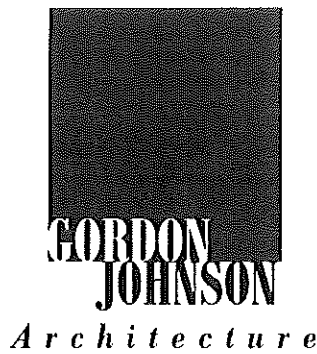
On May 10, 2018, a notice to bidders was sent out to all local contractors. A mandatory pre-bid meeting was held on May 17, 2018. On May 29, 2018, bids were opened. The County received two bids. The certified bid tab from Gordon Johnson Architecture, is attached. The lowest, responsible and responsive bid was submitted by M&E Contracting, Inc., in the amount of \$ 173,497.00.

Since the lowest, responsible and responsive bid is significantly higher than the anticipated construction cost, E&I Staff will work with the project architect and M&E Contracting, Inc. to determine if design changes can be made to reduce the overall project cost. These possible design changes and cost savings will be presented to the Facilities Committee on June 7th for consideration.

RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee consider the following recommendations and forward them to the Board of Commissioners for its consideration at their June 18th meeting if approved by the Facilities Committee:

1. Accept the bids for the renovation of Conference Room 564 and consider awarding a contract to M&E Contracting, Inc., in the amount of \$173,497.00 or a lower amount if changes can be made to reduce the cost of the project.
2. Establish a contingency in the amount of \$15,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.
3. Approve **Budget Ordinance Amendment #B181457** in the amount of \$208,347 for the proposed renovations to Conference Room 564.



May 31, 2018

Mr. Jeffery Brown, PE
Cumberland County Engineering & Infrastructure Department
County of Cumberland
130 Gillespie Street
Fayetteville, North Carolina 28301

Re: Cumberland County Courthouse Conference Room Renovation, APN 1724

Dear Mr. Brown:

Please find attached copies of all bids presented on May 29, 2018 (2 bids) and a certified bid tab for the project referenced above. As you can see in the chart below M&E Contracting, Inc. is the apparent low bidder as a single prime contractor for this project. Pending your final review of bid qualifications/results, I recommend the following contractors be considered for award of the project in the following order:

Bid Rank	General Contractor		Base Bid
Low Bid:	M&E Contracting, Inc.	@	\$173,947.00
2 nd Low Bid:	Shaw Construction Company	@	\$316,000.00

The construction costs listed above do not include any alternates. Although the low bid is higher than our original estimate, the cost per square foot at \$155/sf is not out of line with the work proposed. Factors that tend to inflate the cost for projects similar to this include; contractors having to work at night, working within a confined area with adjacent owner occupancy, working on an upper building floor, working within a secured building, and cost of materials to accomplish the demands of the client.

If you have any questions or concerns please feel free to contact me.

Respectfully Submitted,

Gordon E. Johnson, AIA, LEED AP

Attachments: Certified Bid Tabulation
Contractors' bids
M&E Contracting, Inc. Draft SOV



Bid Tabulation

May 29, 2018

Cumberland County Courthouse Conference Room Renovation

Owner: County of Cumberland

General Contractor	Addenda 1	Required Forms	Bid Security	Base Bid
M & E Contracting, Inc.	Y	Y	Y	\$173,947.00
Plumbing Construction:				Coffman Plumbing \$2,800.00
Mechanical Construction:				McGowan Heating & Air \$7,929.00
Electrical Construction:				I.S.S. Electrical \$28,500.00
Shaw Construction	Y	Y	Y	\$316,000.00
Plumbing Construction:				Coffman Plumbing \$2,800.00
Mechanical Construction:				McGowan Heating & Air \$7,929.00
Electrical Construction:				McCarter Electric \$33,948.00

Apparent low bidder is in bold.

I certify that the bids represented herein (with exceptions noted) were properly submitted in accordance with requirements of the General Statutes of North Carolina, G.S. 143-131.



ITEM NO. 3.B

CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

ENGINEERING & INFRASTRUCTURE DEPARTMENT

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

MEMO FOR THE AGENDA OF THE JUNE 7, 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: MAY 31, 2018

SUBJECT: CONSIDERATION OF CONTRACT FOR BUILDING
ENVELOPE REPAIRS PROJECT

Requested by: AMY CANNON, COUNTY MANAGER 

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

Estimate of Committee Time Needed: 10 MINUTES

BACKGROUND:

The Building Exterior Repairs project includes various repairs to the exteriors of the Historic Courthouse, Bradford Place, E. Maurice Braswell Courthouse, Department of Social Services, Spring Lake Library and Spring Lake Family Resource Center. These repairs were identified as part of the Roof and Exterior Walls assessment completed in 2015. The repairs are 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 April 17, 2018. The project was initially advertised to bid on May 10, 2018. The County did not receive a sufficient number of bidders, therefore the bid received could not be opened. The County re-advertised the project and set a pre-bid on May 17, 2018 and a bid opening on May 29, 2018. The certified bid tab and letter of recommendation from Fleming & Associates, PA, the project engineer have been attached. The lowest, responsible and responsive bid was submitted by Midwest Maintenance, Inc. out of Augusta, GA in the amount of \$551,479. The other bid was submitted by Stone Restoration of America located in Charlotte, NC.

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 June 18th meeting:

1. Accept the bids for the Building Envelope Repairs Project and award a contract to Midwest Maintenance, Inc., in the amount of \$551,479.
2. Establish a contingency in the amount of \$30,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.



FLEMING & ASSOCIATES, PA
STRUCTURAL ENGINEERING • FORENSICS • ROOFING DESIGN

Principals: Stephen Fleming, PE, RRC, REWC ■ J. Ben Rogers, PE ■ Sarah Duncan, PE ■ John Kells, PE, SE

May 29, 2018

Jeffery Brown, PE / Engineering & Infrastructure Director
Cumberland County
140 Gillespie St.
Fayetteville, NC 28301

Re: Building Envelope Repairs
Our Job No.: 17-124

Dear Mr. Brown,

Enclosed you will find a Certified Bid Tabulation Form for the Building Envelope Repairs. I recommend that Cumberland County enter into a construction contract with Midwest Maintenance, Inc. to include the base bid and alternate numbers 1, 2, 3, and 4 for a total contract sum of \$551,479.00.

Please notify our office of acceptance of this bid so that we may issue a Notice of Award Letter.

Please call if you have questions or comments.

Sincerely,

Fleming & Associates, PA

Stephen Fleming, PE, RRC, REWC

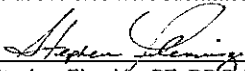


Bid Tabulation Form

Building Envelope Repairs
 Cumberland County
 Bid Opening Date and Time: May 29, 2018 at 10am
 Engineer's Project Number: 17-124

Contractor	Add. #1	Add. #2	Base Bid Historic Courthouse	Add Alt. #1 Bradford Place	Add Alt. #2 Courthouse	Add Alt. #3 Dept. of Social Services	Add Alt. #4 Spring Lake Library & FRC	Base Bid plus Alternates 1, 2, 3, & 4	IMBP	MBE Affidavit	Bid Bond
Midwest Maintenance, Inc. Lic. # 39356	Yes	Yes	\$93,710.00	\$157,358.00	\$12,547.00	\$251,853.00	\$36,011.00	\$551,479.00	Yes	Aff A	Yes
Stone Restoration of America Lic. # 77511	Yes	Yes	\$226,163.00	\$231,241.00	\$15,912.00	\$295,670.00	\$69,910.00	\$838,896.00	Yes	Aff B	Yes

I certify that the above bids were submitted properly and are accurate as received.


 Stephen Fleming, PE, RRE, REWC

 5/29/18
 Date

Boldface type indicates the apparent lowest responsive bidder.



ITEM NO. 3.C.

CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA


ENGINEERING & INFRASTRUCTURE DEPARTMENT

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

MEMO FOR THE AGENDA OF THE JUNE 7, 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: MAY 30, 2018

**SUBJECT: CONSIDERATION OF CONTRACT FOR
RECONSTRUCTION OF STORMWATER DETENTION
PONDS AT CROWN COMPLEX AND ASSOCIATED
(BA# B181438)**

Requested by: AMY CANNON, COUNTY MANAGER

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

Estimate of Committee Time Needed: 10 MINUTES

BACKGROUND:

The Crown Complex Stormwater Detention Pond A was constructed during the building of the Agri-Expo Center. During an evaluation of the site in 2016, it was noted that Pond A had failed. The riser structure in Pond A failed resulting in an overtopping issue which led the dam to breach. Shortly after this was discovered, the heavy rains from Hurricane Matthew caused Pond B, constructed as part of the Coliseum and Owen Drive Extension projects, to overtop and breach the dam.

Cumberland County E&I staff contracted with Moorman, Kizer, Reitzel, Inc. (MKR), in May 2017 to begin analyzing the ponds. Since Pond B failed as a result of Hurricane Matthew, Engineering & Infrastructure (E&I) Staff reached out to FEMA to see if the repairs would be reimbursable. On June 22, 2017, FEMA communicated to County staff that the project had been approved for reimbursement in the amount of \$527,163.81.

E&I Staff received the final design plans for both ponds on March 28, 2018 from MKR. A pre-bid meeting was held on April 12, 2018, in which all local contractors were invited

to attend. An insufficient number of bids were received on April 25, 2018 and the project had to be re-advertised. On May 10, 2018, an additional pre-bid meeting was held in which additional contractors attended. On May 11, 2018, County staff contacted North Carolina Public Safety to discuss the reimbursement of the project, anticipating that bids would be higher than the initial engineering estimate and on May 30, 2018, was informed that the project would be reimbursed at 100% provided the scope of work did not change. On May 29, 2018, bids were opened. The County received one bid. The certified bid tab from MKR, the project engineer, is attached. The lowest, responsible and responsive bid was submitted by ES&J Enterprises, Inc., in the amount of \$1,347,252.50 for both ponds. The bid price for pond A is \$642,212.50 and the bid price for pond B is \$705,040. The funding for the repairs to Pond A have been programmed into the budget for FY 19. The repairs for both ponds were bid as one project in an attempt to save money as the repairs to each pond are very similar.

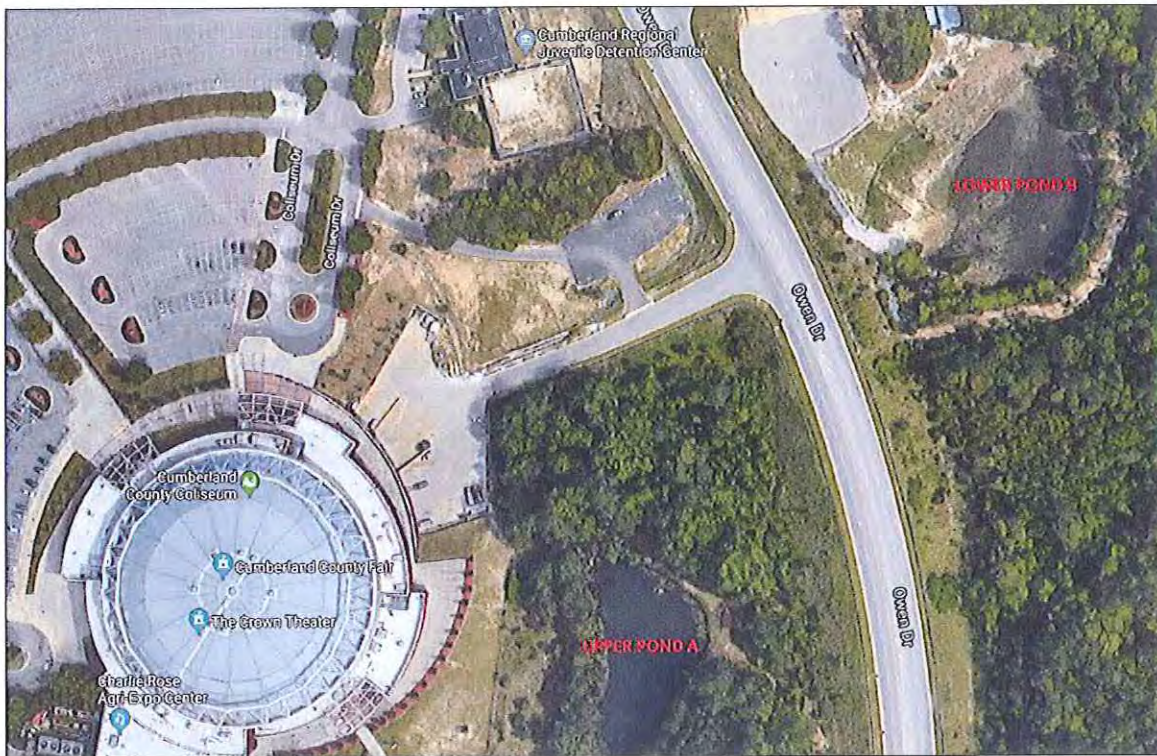
Since the Board of Commissioners do not meet in July and we are working against a FEMA deadline for the repairs, E&I Staff is asking the Facilities Committee to consider approval of this contract prior to FY 19 budget adoption. The County Attorney has stated that the contract could be approved prior to budget adoption as long as the contract is signed on or after July 1, 2018.

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 June 18th meeting:

1. Accept the bid for the repairs of the Crown Complex Stormwater Detention Ponds and award a contract to ES&J Enterprises, Inc. in the amount of \$1,347,252.50.
2. Establish a contingency in the amount of \$40,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.
3. Approve **Budget Ordinance Amendment #B181438** in the amount of \$705,040 for the repairs to Stormwater Detention Pond B to be reimbursed by FEMA at 100%.

AERIAL VIEW OF CROWN DETENTION PONDS A & B



Engineering & Public Utilities
130 Gillespie Street, Suite 214
Fayetteville, NC 28301
(910) 678-7636

Facilities Management
420 Mayview Street
Fayetteville, NC 28301
(910) 678-7699

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

CUMBERLAND COUNTY
CROWN COLISEUM DETENTION POND REPAIRS
UPPER POND (POND A) & LOWER POND (POND B)

Bids opened Tuesday, May 29th, 2018 at 11:00 a.m. in the Engineering and Infrastructure Department located at 130 Gillespie Street, Fayetteville, NC.

<u>BIDDER</u>	<u>LICENSE NO.</u>	<u>ADD. 1 & 2 ACK.</u>	<u>AFFIDAVIT A OR B</u>	<u>SDBE VALUE</u>	<u>BID BOND</u>	<u>POWER OF ATTORNEY</u>	<u>TOTAL BID</u>
ES&J Enterprises, Inc.	28994	X	A	\$170,000.00	X	X	\$1,347,252.50

I hereby certify that the bid prices and amounts shown hereon are true and correct to the best of my knowledge and belief and that the bids were opened and publicly read at the time, place and date specified.



James M. Kizer, Jr., PE No. 20680

CUMBERLAND COUNTY
CROWN COLISEUM DETENTION POND REPAIRS
UPPER POND (POND A)

Bids opened Tuesday, May 29th, 2018 at 11:00 a.m. in the Engineering and Infrastructure Department located at 130 Gillespie Street, Fayetteville, NC.

<u>BIDDER</u>	<u>LICENSE NO.</u>	<u>ADD. 1 & 2 ACK.</u>	<u>AFFIDAVIT A OR B</u>	<u>BID BOND</u>	<u>POWER OF ATTORNEY</u>	<u>TOTAL BID</u>
<u>ES&J Enterprises, Inc.</u>	<u>28994</u>	<u>X</u>	<u>A</u>	<u>X</u>	<u>X</u>	<u>\$642,212.50</u>

I hereby certify that the bid prices and amounts shown hereon are true and correct to the best of my knowledge and belief and that the bids were opened and publicly read at the time, place and date specified.



James M. Kizer, Jr., PE No. 20680

CUMBERLAND COUNTY
CROWN COLISEUM DETENTION POND REPAIRS
UPPER POND (POND B)

Bids opened Tuesday, May 29th, 2018 at 11:00 a.m. in the Engineering and Infrastructure Department located at 130 Gillespie Street, Fayetteville, NC.

<u>BIDDER</u>	<u>LICENSE NO.</u>	<u>ADD. 1 & 2 ACK.</u>	<u>AFFIDAVIT A OR B</u>	<u>BID BOND</u>	<u>POWER OF ATTORNEY</u>	<u>TOTAL BID</u>
<u>ES&J Enterprises, Inc.</u>	<u>28994</u>	<u>X</u>	<u>A</u>	<u>X</u>	<u>X</u>	<u>\$705,040.00</u>

I hereby certify that the bid prices and amounts shown hereon are true and correct to the best of my knowledge and belief and that the bids were opened and publicly read at the time, place and date specified.



James M. Kizer, Jr., PE No. 20680



ITEM NO. 3.D.

CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA


ENGINEERING & INFRASTRUCTURE DEPARTMENT

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

MEMO FOR THE AGENDA OF THE JUNE 7, 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: MAY 31, 2018

SUBJECT: CONSIDERATION OF CONTRACT FOR PARKING LOT IMPROVEMENTS AT BORDEAUX BRANCH LIBRARY

Requested by: AMY CANNON, COUNTY MANAGER

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

Estimate of Committee Time Needed: 10 MINUTES

BACKGROUND:

The Capital Improvement Plan (CIP) identified repairs for the Bordeaux Branch Library. The project consists of removing and replacing the asphalt for the entire parking lot in which new pavement markings will be installed following placement of the new asphalt.

A pre-bid meeting was held on May 17, 2018, in which all local contractors were invited to attend. Informal bids were received on May 29, 2018 for the repairs of the Bordeaux Branch Library parking lot. The bid tab is attached. *The lowest, responsible and responsive bid was submitted by Diamond Constructors, Inc., in the amount of \$103,431.84.*

The FY18 Capital Improvement Plan (CIP) estimated the project cost at \$68,000. The lowest bid received is \$35,431.84 more than the lowest bid received. We believe this difference is the result of the passage of time since the original estimate, a rise in materials cost, and a high demand for construction work. Funds are available in CIP for this project.

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 June 18th meeting:

1. Accept the bids for the parking lot improvements at Bordeaux Branch Library and award a contract to Diamond Constructors, Inc., in the amount of \$ 103,431.84.
2. Establish a contingency in the amount of \$10,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.

CUMBERLAND COUNTY CIP
BORDEAUX LIBRARY PARKING LOT
BID OPENING - MAY 29, 2018 4:00 PM

[illegible]



ITEM NO. 3.E.

CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

ENGINEERING & INFRASTRUCTURE DEPARTMENT

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

MEMO FOR THE AGENDA OF THE JUNE 7, 2018 MEETING
MEETING OF THE FACILITIES COMMITTEE

TO: FACILITIES COMMITTEE MEMBERS

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

THROUGH: AMY CANNON, COUNTY MANAGER *AKZ*

DATE: MAY 31, 2018

SUBJECT: CONSIDERATION OF CONTRACT FOR PARKING LOT IMPROVEMENTS AT EAST REGIONAL LIBRARY

Requested by: AMY CANNON, COUNTY MANAGER

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

Estimate of Committee Time Needed: 10 MINUTES

BACKGROUND:

The Capital Improvement Plan (CIP) identified parking lot repairs for the East Regional Library. The repairs to this parking lot includes removal/replacing asphalt for the access drive, seal coat and pavement markings.

A pre-bid meeting was held on May 16, 2018, in which all local contractors were invited to attend. Informal bids were received on May 29, 2018 for the repairs of the East Regional Library parking lot. The bid tab is attached. *The lowest, responsible and responsive bid was submitted by Diamond Constructors, Inc., in the amount of \$147,000.00.*

The FY18 Capital Improvement Plan (CIP) estimated the project cost at \$38,100. The lowest bid received is \$108,900 more than the FY18 CIP estimate. The price difference is due to a change of scope and an increase in construction costs. The initial review performed by US Infrastructure only identified a small area of patching. When staff investigated the site 3.5 years later, major failures with the driveway asphalt were discovered. Staff brought on a consulting engineer to assist in designing the project due

to the significant alligator cracking throughout the driveway. Funds are available in CIP for this project.

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 June 18th meeting:

1. Accept the bids for the parking lot improvements to East Regional Library and award a contract to Diamond Constructors, Inc., in the amount of \$147,000.
2. Establish a contingency in the amount of \$10,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.

CUMBERLAND COUNTY CIP
EAST REGIONAL LIBRARY PARKING LOT
BID OPENING - MAY 29, 2018 3:00 PM

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ITEM NO. 4

CUMBERLAND
★ COUNTY ★
NORTH CAROLINA


ENGINEERING & INFRASTRUCTURE DEPARTMENT

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

MEMO FOR THE AGENDA OF THE JUNE &, 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: MAY 31, 2018

SUBJECT: CONSIDERATION OF ADDITIONAL SECURITY MEASURES IN COURTROOM 3A

Requested by: AMY CANNON, COUNTY MANAGER

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

Estimate of Committee Time Needed: 10 MINUTES

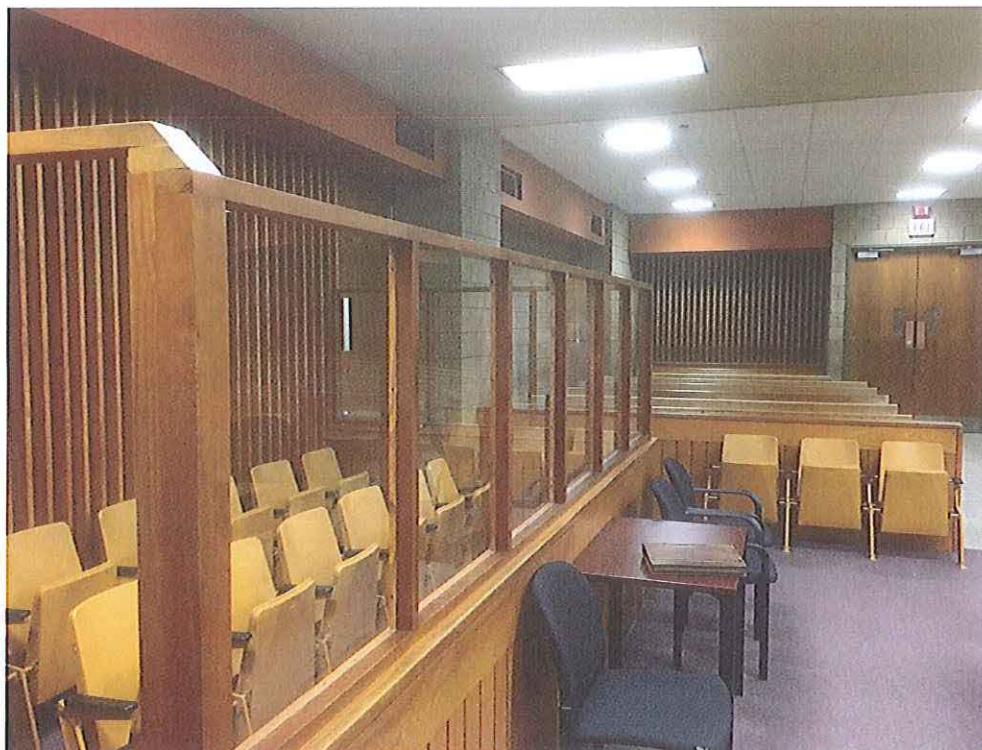
BACKGROUND:

Courtroom 3A within the Judge E. Maurice Braswell Cumberland County Courthouse is used for domestic violence cases. Lieutenant Daryll Scales with the Sheriff's Office reached out to Engineering & Infrastructure (E&I) Staff to request that the jury box in Courtroom 3A be modified to hold inmates awaiting their case similar to what has been done in the courtrooms on the second floor. Pictures of Courtrooms 2C and 3A have been attached for your convenience. The modification would entail installing a petition atop of the existing jury box wall which would greatly reduce the likelihood of inmates from being able to leave the detainee area.

E&I Staff estimates that the cost of this petition would cost between \$3,000 to \$5,000. If approved, the project would be constructed in July with funding allocated for FY19 in the Courts Facilities budget.

RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee consider the proposed modification in Courtroom 3A which will provide better security and forward it to the Board of Commissioners for its approval at their June 18th meeting if approved by the Facilities Committee.



Courtroom 2C



Courtroom 3A

AMY H. CANNON
County Manager

MELISSA C. CARDINALI
Assistant County Manager



ITEM NO. 5

DUANE T. HOLDER
Assistant County Manager

TRACY JACKSON
Assistant County Manager

SALLY S. SHUTT
Assistant County Manager

CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

OFFICE OF THE COUNTY MANAGER

**MEMO FOR THE AGENDA OF THE JUNE 7, 2018
MEETING OF THE FACILITIES COMMITTEE**

TO: FACILITIES COMMITTEE

FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER

THRU: AMY CANNON, COUNTY MANAGER *AS*

DATE: MAY 31, 2018

SUBJECT: LOCATION OPTIONS FOR A COUNTY TROPHY CASE
IN THE JUDGE E. MAURICE BRASWELL COURTHOUSE

Requested by: AMY CANNON

Presenter(s): SALLY SHUTT

Estimate of Committee Time Needed: 10 Minutes

BACKGROUND

The County does not have a display case to house trophies and other awards earned by departments. The Public Information Office is seeking feedback on where commissioners would like a case to be placed within the Courthouse. Three options are presented with mock-ups using a generic cabinet. The locations include two sites on the lower level and one on the first floor outside the commissioners' chamber. Once a location has been approved, staff will research suitable purchasing options and begin developing a policy for displaying trophies.

RECOMMENDATION/PROPOSED ACTION:

Consider the location options presented for a trophy case and make a recommendation to staff.

ty Notices
ul to remove
m this board.

INFORMATION

Legal Notices
It is unlawful to remove
notices from this board.

SALE PERSONAL PROPERTY

Legal Notices
ESTATE NOTICES



Legal Notices

Division of
The Secretary

Helpline
1-866-219-5262

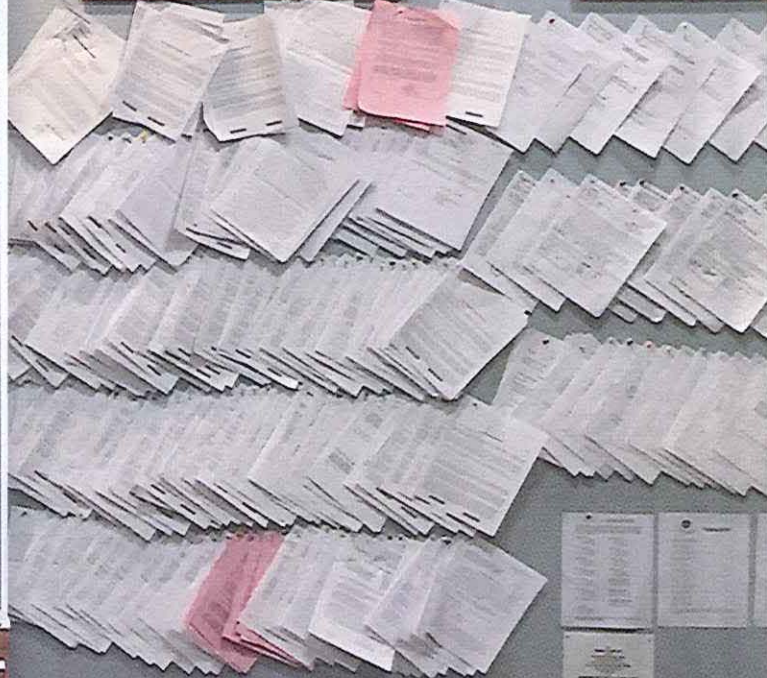
Division of
The Secretary

Division of
The Secretary

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1-866-219-5262

FORECLOSURES

NAME CHA



Division of
The Secretary



