

## DRAFT

CUMBERLAND COUNTY FACILITIES COMMITTEE  
JUDGE E. MAURICE BRASWELL CUMBERLAND COUNTY COURTHOUSE  
117 DICK STREET, 5TH FLOOR, ROOM 564  
DECEMBER 7, 2017 - 8:30 A.M.  
REGULAR MEETING MINUTES

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

OTHER COMMISSIONERS PRESENT:  
Commissioner Michael Boose

OTHERS PRESENT: Amy Cannon, County Manager  
Tracy Jackson, Assistant County Manager  
Sally Shutt, Assistant County Manager  
Rick Moorefield, County Attorney  
Jeffery Brown, Engineering & Infrastructure Director  
Deborah Shaw, Budget Analyst  
Heather Harris, Budget Analyst  
Jon Soles, Public Information Specialist  
Drew Cox, Department of Transportation  
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 – NOVEMBER 2, 2017 SPECIAL MEETING

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

2. FURTHER DISCUSSION OF THE J.P. RIDDLE STADIUM LEASE AGREEMENT

BACKGROUND:

This item was presented at the November 30, 2017 Facilities Committee Meeting, and staff was instructed to approach the SwampDogs and negotiate revised terms for a lease agreement.

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The County Manager has received written notification from the team's General Manager, Mr. Jeremy Aagard, that the SwampDogs wish to renew the current lease for the same terms for one additional year. There is no desire to make any other adjustments to the lease agreement on the part of the SwampDogs at this time.

### RECOMMENDATION/PROPOSED ACTION:

Staff recommends the Facilities Committee approve the lease renewal without changes for an additional year and forward the agreement to the Board of Commissioners as a Consent Agenda item for further consideration.

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MOTION: Commissioner Lancaster moved to recommend to the full board approval of the J.P. Riddle Stadium lease renewal without changes for an additional year.  
SECOND: Commissioner Council  
VOTE: UNANIMOUS (3-0)

### 3. CONSIDERATION OF A CONTRACT FOR STREAM DEBRIS REMOVAL

#### BACKGROUND:

Cumberland County was awarded a disaster recovery grant in August from the Golden Leaf Foundation in the amount of \$500,000 for storm debris removal from Little Rockfish and Rockfish Creeks. The County had requested over \$2.4 million with the grant submittal to address stream debris removal in numerous water bodies within the County.

A pre-bid meeting was held on October 27, 2017 and informal bids were received on November 6, 2017. Only one bid was received in the amount of \$1,087,125.00 which was submitted by ES&J Enterprises, Inc. of Autryville, NC. This is the same contractor that has performed stream debris removal for the City of Fayetteville and the Town of Hope Mills. Immediately after receiving the bid, Engineering & Infrastructure (E&I) Staff reached out to the Golden Leaf Foundation to see if there was additional grant money available to the County to complete the project. Golden Leaf staff informed E&I staff that they were seeing quite a bit of disaster recovery projects bid higher than what grant funding was allocated. The Golden Leaf Foundation Board is meeting on December 7<sup>th</sup> to allocate approximately \$15 million of remaining disaster relief funding and this project has been included for consideration.

E&I Staff met with ES&J Enterprises, Inc. on November 15, 2017 to explain that the County only had \$500,000 available for the project and that the County could not award the project in its entirety. After some discussion, ES&J stated that they would be willing to reduce their bid price to \$495,000 to clean Little Rockfish Creek and the first four segments of Rockfish Creek. The bid price submitted to clean Little Rockfish Creek and the first four segments of Rockfish Creek was \$532,762.50.

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In late October 2017, Cumberland County was also awarded \$1,219,408.00 in grant funding from the North Carolina Department of Agriculture and Consumer Services – Division of Soil & Water Conservation for stream debris removal in South River, Sandy Creek and Locks Creek. E&I Staff reached out to the Division of Soil & Water Conservation to ask if some of this funding could be used to complete Rockfish Creek if no additional grant funding is allocated by the Golden Leaf Foundation. E&I Staff was informed that this could be done. Therefore, if additional funding is not received from the Golden Leaf Foundation, E&I Staff's recommendation is to utilize funding from the Division of Soil & Water Conservation to complete the cleaning of Rockfish Creek since this was one of the most severely impacted areas from flooding within the entire County from Hurricane Matthew.

### RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee approve the following recommendations and forward them to the Board of Commissioners for its consideration at their December 18, 2017 meeting.

1. Accept the revised bid for stream debris removal in Little Rockfish Creek and a portion of Rockfish Creek and award a contract to ES&J Enterprises, Inc. in the amount of \$495,000.
2. Authorize County Staff to formally request that grant funding awarded by the Division of Soil & Water Conservation be utilized to complete the cleaning of Rockfish Creek if additional funding is not allocated to Cumberland County by the Golden Leaf Foundation.
3. Approve Budget Ordinance Amendment #B181191 in the amount of \$500,000 to recognize the Disaster Recovery Grant award from the Golden Leaf Foundation for stream debris removal within Little Rockfish Creek and portions of Rockfish Creek.

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

- MOTION: Commissioner Council moved to recommend to the full board approval to
1. Accept the revised bid for stream debris removal in Little Rockfish Creek and a portion of Rockfish Creek and award a contract to ES&J Enterprises, Inc. in the amount of \$495,000.
  2. Authorize County Staff to formally request that grant funding awarded by the Division of Soil & Water Conservation be utilized to complete the cleaning of Rockfish Creek if additional funding is not allocated to Cumberland County by the Golden Leaf Foundation.

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3. Approve Budget Ordinance Amendment #B181191 in the amount of \$500,000 to recognize the Disaster Recovery Grant award from the Golden Leaf Foundation for stream debris removal within Little Rockfish Creek and portions of Rockfish Creek.

SECOND: Commissioner Lancaster  
VOTE: UNANIMOUS (3-0)

#### 4. CONSIDERATION OF RENEWAL OF LEASE WITH NORTH CAROLINA DEPARTMENT OF AGRICULTURE

##### BACKGROUND:

The North Carolina Department of Agriculture-Plant Industry Division currently leases approximately 368 +/- square feet of space at the Charlie Rose Ag-Expo Center from Cumberland County for operation of its Witchweed program. This space is leased at the rate of \$15 per square foot or \$5,520 per year payable in equal monthly installments of \$460 per month, over a two (2) year period. The proposed term of the lease is January 1, 2018 to December 31, 2020. All the terms in the proposed lease remain the same. The County provides all utilities and janitorial services, but does not provide telephone services. This space has been leased for this purpose at least as far back as 2012.

##### RECOMMENDATION/PROPOSED ACTION:

Staff recommends approval of the proposed lease agreement and forwarding to the full Board of Commissioners for inclusion as a Consent Agenda item at their December 18, 2017 regular meeting.

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THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED BY  
THE NORTH CAROLINA DEPARTMENT OF ADMINISTRATION

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF CUMBERLAND

THIS LEASE AGREEMENT, made and entered into as of the last date set forth in the notary acknowledgements below by and between, CUMBERLAND COUNTY, a body politic and corporate, hereinafter designated as Lessor, and the STATE OF NORTH CAROLINA, hereinafter designated as Lessee;

WITNESSETH:

THAT WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and as amended on September 8, 1999 and December 7<sup>th</sup>, 1999, and

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

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the City of Fayetteville, County of Cumberland, North Carolina, more particularly described as follows:

Being approximately ±368 net square feet of office space being offices # 224, 226, and 227 in the Charlie Rose Ag-Expo Center, located in Fayetteville, Cumberland County, North Carolina and further described in "Exhibit A"

### DEPARTMENT OF AGRICULTURE AND CONSUMER RESOURCES PLANT INDUSTRY DIVISION

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of three (3) years, commencing on the 1st day of January, 2018, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the 31st day of December, 2020.

2. During the term of the lease, the Lessee shall pay to the Lessor as rental for said premises the sum of \$5,520.00 Dollars per annum, which sum shall be paid in equal monthly installments of \$460.00 Dollars. The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

- A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal. Maintenance of lawns, parking areas (including snow removal) and common areas are required.
- C. Parking
- D. The Lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.
- E. All stormwater fees.
- F. Any fire or safety inspection fees.
- G. Daily janitorial service and supplies.

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- H. All utilities, except telephone.
  - I. All land transfer tax/fees imposed by the County or City in which the space is located.
  - J. The number of keys to be provided to Lessee for each lockset shall be reasonably determined by Lessee prior to occupancy and said keys shall be furnished by Lessor to Lessee at no cost to Lessee.
  - K. All other terms and conditions of the signed "Proposal to Lease to the State of North Carolina" Form P0-28 and "Specifications for Non-advertised Lease."
4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be or thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.
5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.
6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.
7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.
8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and

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provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at County Manager, Cumberland County, PO Box 1829, Fayetteville, North Carolina and the Lessee at Attn: Director, Property and Construction, 1001 Mail Service Center, Raleigh, North Carolina 27699-1001 with a copy to State Property Office, Attn: Leasing Manager, 1321 Mail Service Center, Raleigh, North Carolina 27699-1321. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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

LESSEE

STATE OF NORTH CAROLINA

By: \_\_\_\_\_

G. Kent Yelverton, P.E.  
Director, Property & Construction Division

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, \_\_\_\_\_, A Notary Public in and for the County and State aforesaid, do hereby certify that **G. Kent Yelverton** personally came before me this day and acknowledged the due execution by him of the foregoing instrument as Director of Property and Construction Division for the North Carolina Department of Agriculture and Consumer Services, in accordance with the authority vested in him and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

Printed

Name \_\_\_\_\_

My Commission expires \_\_\_\_\_

ATTEST:

LESSOR

\_\_\_\_\_  
CUMBERLAND COUNTY

Print Name: \_\_\_\_\_

Clerk to the Board



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By: \_\_\_\_\_

Glenn Adams, Chairman,

Cumberland County Board of Commissioners

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I, \_\_\_\_\_, A Notary Public for Cumberland County, North Carolina, do certify that Candice White, Clerk to the Board of Commissioners personally came before me this day and acknowledged that she is Clerk to the Cumberland County Board of Commissioners, and that by authority duly given and as an act of the County, the foregoing instrument was signed in its name by Glenn Adams, Chairman of the Cumberland County Board of Commissioners and attested by herself as Clerk to the Board.

IN WITNESS WHEREOF, i have hereunto set my hand and Notarial Seal, this the \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My commission expires \_\_\_\_\_

### SPECIFICATIONS FOR NON-ADVERTISED LEASE

1. A floor plan to scale or a plan with room dimensions is required. Plan should show building exits for the proposed space. Also provide the year the building was constructed.
2. This facility must provide environment that is barrier free and easily accessible to physically disabled staff, visitors and clientele. Compliance with the State Building Code and the Americans with Disabilities Act is required. Toilet facilities shall be ADA accessible and code compliant.
3. Air conditioning and heating system shall be maintained by Lessor including frequent filter cleaning and replacement. Year round ventilation shall be provided to prevent stale air problems and unacceptable CO2 content. Waiting areas, LAN room and conference room(s) may require additional HVAC.

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4. Telecommunication room temperature should be within a range of 65° to a maximum of 75°. This is a 24-hour per day, 7 day per week requirement. A separate HVAC system may be required to maintain this temperature range.
5. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes and replacement bulbs.
6. The Lessor shall provide required fire extinguishers rated at least 2A on every level and within 75 feet and servicing, pest control (by a licensed technician) and outside trash disposal including provision for the handling of recycling items such as aluminum cans, cardboard and paper. Year-round maintenance is required to maintain a neat and professional appearance of the site at all times.
7. Lessor shall provide internal and external sign that will provide easy identification of the office by the general public.
8. Locking hardware is required on all storage rooms, equipment rooms, files rooms and LAN room. Supply storage closets require shelving.
9. Lessor shall shampoo all carpet and clean the outside of the building windows annually.
10. Lessor shall be responsible for snow removal as quickly as possible to avoid work delays.
13. The per square foot price proposal is based on the floor plan and repair lists agreed upon by the State of North Carolina and includes but it not limited to: all partitions, demolition, and up fitting costs: building and grounds maintenance; property taxes; insurance; fire and safety inspection fees; stormwater fees; land transfer tax; common area maintenance and other building operational costs.
14. The number of keys to be provided to the State for each lockset shall be reasonably determined by the State prior to occupancy, at no cost to the State.
15. All parking areas shall be adequately lighted and located within a reasonable distance of the office.
16. Lessor shall provide all conduits and pull strings from above the ceiling to outlet boxes. State to install wiring and cover plates.

Lessor is in agreement with the above conditions and the conditions of the also signed "proposal to Lease to the State of North Carolina" Form P0-28.

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Signature of Lessor

Date

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

Commissioner Boose stated this lease may need to be reviewed to include utilities, janitorial service and whether the County spends more than \$460 per month on this space. Mr. Jackson stated this lease was reviewed in March 2016. Ms. Cannon stated the goal of the Facilities Committee at the time the leases were reviewed in March 2016 was to target a square footage rate of \$15 per square foot as opposed to \$12 per square foot.

Commissioner Lancaster stated moving forward he would like to see all lease information provided to the Board of Commissioners for another review. Ms. Cannon stated Mr. Brown and Mr. Jackson have prepared a spreadsheet with all lease information but there was not enough time to include on this committee agenda so it will be brought to a later meeting.

MOTION: Commissioner Lancaster moved to recommend to the full board approval of the proposed lease agreement with the NC Department of Agriculture-Plant Industry Division.  
SECOND: Commissioner Council  
VOTE: UNANIMOUS (3-0)

### 5. CONSIDERATION OF CONDEMNATION OF EASEMENTS FOR THE OVERHILLS PARK WATER & SEWER DISTRICT

#### **BACKGROUND:**

At the September 7, 2017 Facilities Committee meeting, Engineering & Infrastructure (E&I) Staff made the Committee aware that a portion of the Overhills Park Sewer Project would have to be redesigned based on an existing 36-inch pressurized force main along E. Manchester Road and that seven easements would have to be acquired to install the rerouted sewer line. This redesign was recently completed. The Legal Department has completed title reports for each of the properties and approved the easement documents that will be used to execute the easements.

Currently, E&I Staff has received verbal confirmation with all but one of the property owners that they would grant the Overhills Park Water & Sewer District the needed easements to install the sewer line. This property is located at 1435 E. Manchester Road and is in the middle of the properties where easements are being acquired. E&I Staff has met with the property owners on multiple occasions to discuss the easement. It is important to point out that the property located at 1435 E. Manchester Road has a non-functional septic system and has been deemed uninhabitable by Environmental Health due to the failing septic system. Without this easement, the lots to the east of this parcel cannot be served with public sewer. Due to this, E&I Staff is requesting condemnation and quick-take powers of the needed easement to keep this project moving towards completion.

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### **RECOMMENDATION/PROPOSED ACTION:**

The Engineering & Infrastructure Director, County Management and the County Attorney recommend that the Facilities Committee approve the condemnation of the needed easements in case an agreement cannot be reached with any of the property owners and place it on the agendas of the December 18, 2017 Board of Commissioners and Overhills Park Water and Sewer District meetings for approval.

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

MOTION: Commissioner Lancaster moved to recommend to the full board approval of the condemnation of the needed easements in case an agreement cannot be reached with any of the property owners as recommended above.

SECOND: Commissioner Lancaster

VOTE: UNANIMOUS (3-0)

### 6. OTHER ITEMS OF BUSINESS

There were no other items of business.

MEETING ADJOURNED AT 8:48 AM.