



DISCUSSION

ITEM NO. 30

DATE OF MEETING: July 8, 2013

REQUESTED BY: Chad McEwen, Manager, Town of Burgaw

SHORT TITLE: Update and Discussion from the Town of Burgaw Regarding the Old Burgaw Jail.

BACKGROUND: Mr. McEwen and staff were in attendance at the June 17th meeting to present a proposal to the Board concerning the Old Jail. The proposal was forming a partnership between the County and the Town and make plans to renovate the building, with the Town paying half the cost and the County paying half. The Board wanted time to think about the proposal and Mr. McEwen was instructed to bring the proposal back. A draft Memorandum of Understanding prepared by Mr. McEwen is attached for the Board's review.

STATE OF NORTH CAROLINA

County of Pender

Town of Burgaw

Memorandum of Understanding (MOU) Between
the Town of Burgaw and Pender County
Regarding the Renovations and Future Use of the
Old Pender County Jail Building

I. PURPOSE

The Town of Burgaw Board of Commissioners (hereafter referred to individually as "Town") and the Pender County Board of Commissioners (hereafter to individually as "County") (hereafter both the Town and County are collectively referred to as "Parties") hereby:

Desire to preserve and renovate the former Pender County Jail located at 106 East Wilmington Street, Burgaw, NC 28425 (hereafter referred to as the "Old Jail"); and

Recognize that the preservation and renovation of the Old Jail promotes the mutual interest of both entities; and

Wish to outline the terms under which the renovation of the Old Jail will be conducted as well as terms of use following the completion of renovations.

II. TERMS OF AGREEMENT

The terms of this agreement shall remain in effect for 10 years from the date of adoption by both parties. The following reflects the terms of agreement between both parties:

- 1) Parties shall contribute up to \$50,000 each towards the cost of renovating the Old Jail.
- 2) County agrees to reimburse the Town 50% of all renovation cost upon completion up to \$50,000.
- 3) Any renovation costs in excess of \$100,000 must be approved by the Parties prior to being conducted.
- 4) Town agrees to oversee all aspects of the renovation and shall invoice County upon the completion of the renovations pursuant to items 1-3 as listed above.
- 5) County shall be responsible for all utility cost associated with the use of the Old Jail so long as the Town uses its portion of the downstairs (as shown on the attached map) as storage.
- 6) Following the initial renovations, the Town shall be responsible for all exterior building and grounds maintenance during the term of this agreement.

- 7) Following the initial renovations, the Parties agree to be responsible for any minor interior maintenance within their respective portions of the downstairs during the term of this agreement.
- 8) Any interior alterations to the Old Jail proposed by the County shall require the Town's approval.
- 9) The renovations, maintenance, and use thereof of the second floor of the Old Jail are excluded from the terms of this agreement unless specifically provided for under this agreement.
- 10) Town shall be responsible for providing property and liability coverage for the Old Jail following the completion of the renovations.

III. SCOPE OF RENOVATIONS

The following outlines some of the basic renovation items included within the proposed scope agreed to by the Parties.

- Repair stucco on exterior (includes removal of loose stucco and pointing up any deficiencies).
- Installation of accessibility ramp to front entrance (made of dirt and concrete with wrought-iron railing). The existing wooden ramp will be removed.
- Repair and extension of downspouts away from building.
- Window re-installation and trim out (including painting).
- Replacement of both side steps and installation of required railing.
- Repair of back porch floor.
- Interior molding repairs.
- Interior painting or sealing of exposed brick.
- Repair of all structural cracks or flaking of concrete.
- Installation of central HVAC (first floor only).
- Complete rewiring of first floor and minimal lighting on second floor.
- Replacement of waterlines and rebuilding bathroom for accessibility compliance to greatest degree possible.
- Re-use of old Burgaw Depot heart pine flooring for foyer area.
- Installation of VCT tile in remainder of first floor.
- Installation of barrier to separate 1st floor conditioned space and 2nd floor.
- Installation of dehumidifier on 2nd floor.

VI. FUTURE USE OF OLD JAIL

The attached map outlines the downstairs rooms allotted to the Parties pursuant to this agreement. The Town shall use the allotted areas on the attached map as general storage. In the event that the Town wishes to change the nature of the use of its allotted areas, an amendment to this agreement will have to be negotiated regarding the cost allocation of utilities. Pender

County will use the allotted areas on the attached map as office space for county personnel. The room designated as the boardroom on the attached map shall be available to either the Town or County in connection with a public purpose. Any deviation by the Town or County from the expressed uses described herein shall require the permission of the other party.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed in their respective names and have affixed the necessary seals and attested thereto.

(SEAL)

Pender County

Chairman, Pender County Board of Commissioner

ATTEST:

Clerk to the Board

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act

Finance Director, Pender County

(SEAL)

Town of Burgaw

Mayor, Town of Burgaw

ATTEST:

Town Clerk

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act

Finance Officer, Town of Burgaw

