PUBLIC INFORMATION

ITEM NO. 10.

DATE OF MEETING: October 6, 2014

REQUESTED BY: Chad McEwen, Manager, Town of Burgaw

SHORT TITLE: Discussion/Resolution Requesting Amendments to the Memorandum of Understanding between the Town of Burgaw and Pender County Regarding Occupancy of the Old Pender County Jail Property and the Town of Burgaw's Request for Reimbursement of Costs Related to Renovations.

BACKGROUND: Town Manager Chad McEwen has requested to appear before the Board of Commissioners to discuss amendments to the Memorandum of Understanding between the Town and the County.

COUNTY MANAGER'S RECOMMENDATION

Respectfully recommend approval.

PLM
Initial

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that:

the request to make amendments to the Memorandum of Understanding between the Town of Burgaw and Pender County regarding occupancy of the Old Pender County Jail property and the Town's request for reimbursements of costs is hereby approved. The County Manager/Chairman shall have the authority to execute any/all documents necessary to implement this resolution.

AMENDMENTS:

MOVED_____ SECONDED_____

APPROVED_____ DENIED _____UNANIMOUS

YEA VOTES: Williams___ McCoy ___ Brown___ Tate ___ Ward___

_____ 10/6/14
J. David Williams, Chairman Date

_____ 10/6/14
ATTEST Date

Discussion Item

Discussion of Amendments to the Memorandum of Understanding Between the Town of Burgaw and Pender County Regarding Occupancy of the Old Pender County Jail Property and the Town of Burgaw's Request for Reimbursement of Costs Related to Renovations

Background

When the Town decided to partner with the county in the renovations of the old jail the back two offices were to be used by the Town as storage. Shortly after the renovations began, the police department requested the use of the old waste water treatment plant office on Wallace Street for evidence storage in lieu of the old jail. This meant one of the offices in the old jail would be available. The North Carolina Blueberry Festival is requesting the Town and the County allow the Festival Coordinator to occupy this office in the old jail. This location is more feasible and visible for the Festival and seems to be a natural fit given the County Tourism office will be the other tenant in the building.

Per the original Memorandum of Understanding (MOU) with the County, if the Town's space is ever used as offices and amendment would be required in regard to how the utility costs would be handled. I have had conversations with the Festival's Executive Committee as well as the former county manager and former county finance officer regarding an acceptable flat rate the Festival should pay towards the total utility costs. Both the Festival and those County representatives agreed on $1,000 a year.

The Town of Burgaw Board of Commissioners approved the Festival's use of this office at their meeting on August 12, 2014. In order to finalize these plans the MOU will need to be amended and approved by the County with a request to approve the amount of $1,000 annually to be paid by the Festival for provided utilities.

In addition, the Town of Burgaw is requesting the County provide reimbursement of 50% of the renovation cost for the Old Pender County Jail project. Please find the cost summary below which reflects a 50%-50% split of the costs.

OLD JAILHOUSE RENOVATIONS

Exterior repairs	$	58,169.62
Interior repairs	$	32,292.58
Fixtures	$	4,656.21
HVAC	$	10,900.00
Supplies	$	128.15
TOTAL	$	106,146.56
Town Portion	$	53,073.28
County Portion	$	53,073.28

1. Exterior repairs include work done to the building, grounds, handrails, dumpster screen, etc.
2. Fixtures includes any type of lights or locks.
3. Interior repairs include any work performed within the structure, electrical and plumbing upgrades.
4. Supplies includes any miscellaneous tools, nuts & bolts, toiletries, and AC filters, etc.

Please find the attached MOU which reflects the proposed amendments. In addition, the changes to the original scope of work are included.

Upon request, the Town Finance Department can provide detailed accounting of all expenditures related to this project.

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 12 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.~~ Utility costs shall not include any tap or impact fees. The North Carolina Blueberry Festival shall occupy the office space on the northeastern side of the building

and shall have access and use of the common closet spaces throughout the first floor of the building. In addition the Festival shall have the right to non-exclusive use of the conference room. The North Carolina Blueberry Festival shall pay the County $1,000 annually to cover all utility costs. Payments shall be made to the County in quarterly installments.

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.
- Installation of dumpster screening.
- Installing tongue and groove boards on the ceilings of both porches.
- Install sheetrock on foyer walls.

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