



HAYWOOD COUNTY BOARD OF COMMISSIONERS

AGENDA REQUEST

***Must be presented to the County Manager's Office
NO LATER THAN 5 P.M. FRIDAY THE WEEK BEFORE THE MEETING***

DATE OF REQUEST: September 28, 2015

FROM: Dale Burris, Director of Facilities and Maintenance

MEETING DATE REQUESTED: October 5, 2015

*Regular meetings: First (1st) Monday of the month at 9:00 am
Third (3rd) Monday of the month at 5:30 pm*

SUBJECT: Pigeon Community Center Electrical and Plumbing

REQUEST: Board of County Commissioners discussion regarding funding for the electrical and plumbing repairs.

BACKGROUND: June, 2015 Haywood County Facilities & Maintenance was contacted by Pigeon Community Center regarding a power outage to the freezer/cooler. It was found the 400 amp breaker providing power to the freezer/cooler was tripped. After thoroughly checking the electrical system and finding no electrical ground faults the breaker was attempted to be reset. This took several attempts to reset the breaker and which in time the breaker was reset and power restored. The electrical system is antiquated and breakers cannot be found due to the age of the system. The main service electrical system will need to be fully upgraded to the National Electrical Code standards.

On July 20 2015, the Haywood County Manager and I met with the Pigeon Community Center Board. The meeting consisted of discussions regarding the electrical system and domestic water in the kitchen area, which has been an issue for quite some time. After the meeting I met with a plumbing contractor and electrical contractor to provide proposals for repairs/replacements.

- The main service electrical system is estimated to be \$10,600.00 for the required replacement.
- The kitchen domestic water system is estimated to be \$9,500.00, which will include a new water heater, new interior main line, backflow preventer and pressure reducing valve.
- After further review of the domestic water system; it was found there were several leaks and/or piping that should be replaced throughout the entire facility. I requested a proposal to replace all domestic water lines, install new flush valves, install new mop sink faucet and install hot water back to lavatories. The estimated cost for this portion is \$13,745.00.

IMPLEMENTATION PLAN:

Request the Board of Commissioners to discuss funding for the electrical and plumbing in the estimated amount of \$33,845.00 for a fully functional and up to date main electrical service and domestic water system.

FINANCIAL IMPACT STATEMENT: Mrs. Julie Davis, Finance Director to provide details and funding for the project.

SUPPORTING ATTACHMENTS: YES _____ NO X HOW MANY? _____

LIST:

If yes, one ORIGINAL ATTACHMENT, and 14 copies, copied front and back side of pages, stapled and three-hole punched must accompany the agenda request

PowerPoint Presentation: YES _____ NO X

PERSON MAKING PRESENTATION AT MEETING: Dale Burris

TITLE: Director of Facilities and Maintenance

PHONE NUMBER: 452-6651

E-MAIL: dburris@haywoodnc.net

THIS SECTION FOR OFFICE USE ONLY

Received (Date/Time): _____

County Manager / Clerk to the Board Comments: _____

In an effort to save paper, attachments should be copied on both front and back sides.

NORTH CAROLINA
HAYWOOD COUNTY

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 19th day of August, 2002, by and between the COUNTY OF HAYWOOD, a body politic and corporate, hereinafter referred to as "Lessor", and PIGEON STREET COMMUNITY DEVELOPMENT CLUB, hereinafter referred to as "Lessee", all of Haywood County, North Carolina;

PH gear
WITNESSETH:

That for and in consideration of the rental set forth herein, and for other good and valuable consideration, Lessor hereby lease to Lessee and Lessee accepts as tenant the following described premises situated in Waynesville Township, Haywood County, North Carolina. and more particularly described as follows:

SEE COPY OF DEED ATTACHED HERETO AS EXHIBIT "A"

The parties hereto further covenant and agree as follows:

1. Lessee shall pay to Lessor for rental of the premises described above the sum of \$1.00 per year, payable on the date of execution of this Agreement and thereafter on the 1st day of August of each year, beginning on the date of this Lease Agreement, and continuing for a period of twenty (20) years, provided, however that either party may terminate the Lease by giving written notice to the other not less than 90 days prior to the termination of the current term.
2. Lessee shall not assign or sublet any portion of the premises without the express written consent of the Lessor.
3. The premises may be used only for non-profit community development club purposes. If the premises ceases to be used for that exclusive purpose for a period of 90 consecutive days, the Lease shall automatically end.
4. Lessor shall repair the roof of the buildings in accordance with current plans and purchase orders. Lessee shall maintain the interior and exterior of the said buildings in the same condition as they now exist, subject to ordinary wear and tear.
5. Lessor shall have the right to enter and to grant licenses to enter the premises at any time and for such length of time as Lessor shall deem necessary to inspect the premises, exhibit the premises to prospective tenants or purchasers of the buildings, to make alterations or repairs to the premises or to the buildings, and for any other purpose which Lessor shall deem necessary.
6. Lessee agrees to indemnify and defend Lessor and to save harmless Lessor, and the tenants, licensees, invitees, agents, servants and employees of Lessor against and from any and all claims by or on behalf of any person, firm or corporation arising by reason of injury to personal property occurring on the premises or in the buildings occasioned in whole or in part by any act or omission on the part of Lessee or any employee, agent, visitor, assignee or subtenant of Lessee. Lessee shall not be responsible, however, for any claims arising out of the use of any portion of the buildings by other tenants.
7. In the event the premises shall be damaged by fire or other casualty, the Lessor shall have the right to make a determination whether or not the premises have been rendered untenable by Lessee. In the event the premises have been rendered untenable, the Lessor

shall have the option to determine whether or not to repair the premises within sixty (60) days thereafter, or to declare the lease terminated.

8. Lessee shall maintain Landlord and Tenant fire and casualty insurance at replacement value and general liability insurance in the amount of \$500,000 upon the buildings for the benefit of each of the parties hereto, and Lessee shall be responsible for insuring all contents, and trade fixtures and improvements placed upon the property by them.

9. The Lessee shall at all times keep the buildings and premises in good maintenance and repair.

10. If Lessee shall fail to keep the buildings and premises in good maintenance and repair, or shall fail to pay rent when due in accordance with the terms of this Lease, such failure shall constitute a default under this Lease. If a default shall continue for a period of ten (10) days after written notice to Lessee of such default, or if Lessee shall fail to keep or perform or abide by any other term, condition, covenant or agreement of this lease and such default shall continue for a period of fifteen (15) days after written notice to Lessee of such default, Lessor, with or without terminating this lease, may immediately or at anytime thereafter demand in writing that Lessee vacate the premises and remove therefrom all property thereon belonging to Lessee within three (3) days of receipt by Lessee of such notice from Lessor, whereupon Lessor shall have the right to re-enter and take possession of the premises.

IN WITNESS WHEREOF, the parties have hereunto executed this Lease Agreement as of the day and year first above written.

LESSOR:

HAYWOOD COUNTY

ATTEST:

[Signature]
Clerk

By:

[Signature]
Chairman

LESSEE:

at year

PIGEON STREET COMMUNITY DEVELOPMENT CLUB

By:

[Signature]

STATE OF NORTH CAROLINA, COUNTY OF HAYWOOD

I, a Notary Public of said State and County, do hereby certify that C. JACK HORTON, personally came before me this day and acknowledged that he is Clerk to the Board of County Commissioners of Haywood County, a body politic and corporate, and that by authority duly given and as the act of the said Board, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested by himself as its Clerk.

Witness my hand and Notarial Seal, this the 9th day of ~~August~~ ^{September}, 2002.

My Commission Expires:
11/24/04

[Signature]
Notary Public

STATE OF NORTH CAROLINA, COUNTY OF HAYWOOD

I, a Notary Public of said State and County, do hereby certify that G Edward Moore of PIGEON ~~STREET~~ COMMUNITY DEVELOPMENT CLUB, personally appeared before me this day and acknowledged the execution of the foregoing instrument. *jean GA*

Witness my hand and notarial seal, this the _____ day of August, 2002.

My Commission Expires:

11-24-04

Londra Robinson
Notary Public

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax:

Parcel Identifier No. _____ Verified by _____ County on the ____ day of _____, 20____
By: _____

Mail/Box to: Patrick U. Smathers, 2 Church Street, Canton NC 28716

This instrument was prepared by: Patrick U. Smathers/kgh

Brief description for the Index: Waynesville

THIS DEED made this ____ day of July, 2002, by and between

GRANTOR	GRANTEE
<p>HAYWOOD COUNTY CONSOLIDATED SCHOOL SYSTEM BOARD OF EDUCATION</p>	<p>HAYWOOD COUNTY, A Body Politic and Corporate 215 N. Main Street Waynesville NC 28786</p>

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Waynesville, Waynesville Township, Haywood County, North Carolina and more particularly described as follows:

SEE ATTACHED EXHIBIT "A" INCORPORATED HEREIN BY REFERENCE.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 167 page 651 and

Deed Book 170, Page 419, Haywood County Registry.

A map showing the above described property is recorded in Plat Book _____ page _____.

**Pigeon Community
Multicultural Development Center**

450 Pigeon Street • P.O. Box 1494
Waynesville, North Carolina 28786
828-452-7232 - 828-734-5251
Fax 828-452-7358

July 21, 2015

Mr. Ira Dove, Haywood County Manager
215 North Main Street
Waynesville, NC 28786

Dear Mr. Dove:

Thank you and Chairman Swanger for meeting with us Monday afternoon. We appreciate your time and support.

We are pleased that you had the opportunity to view Pigeon Center after the new roof installation and after much cleaning, painting and redecorating has taken place. Because of these accomplishments, we were able to welcome 40 children into our Summer Enrichment Program. The children and staff have enjoyed being in a much safer and cleaner environment and, again, we thank you for making the roof replacement possible.

We have discussed on several occasions the prospect of Pigeon Community Multicultural Development Center taking ownership of the historic African American School building. Ownership would afford us the possibilities of grants and endowment funds that might not otherwise be available.

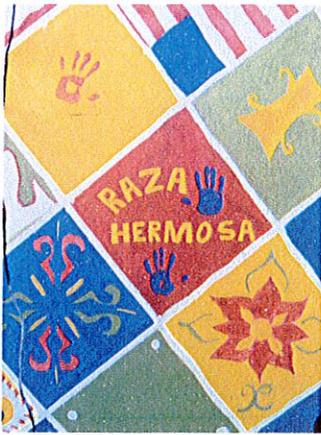
Obstacles to our taking ownership have been the costs of replacing the roof, electrical upgrades and repairs to the sanitary systems. Quite simply, we have not had the funding or cash flow to undertake these necessary repairs. The roof replacement has been taken care of and you have indicated that you may be able to help with additional financial assistance for the electrical and plumbing. If that is possible, we think we may be in a position to accept revertible ownership of the facility. In addition to grant and endowment availability, owning the facility in an acceptable level of service would enable us to expand our fundraising and donation activities.

Pigeon Center provides much needed services not available through other social service organizations in the community and we look forward to continue supplying these services with the possibility of expanding our capabilities.

Again, thank you for your time, support and considerations.

Very truly yours,


Lin Forney,
Director



Beautiful Race

Raza Hermosa

*Image of our community
mural*

PCMDC mission:

*To promote and
facilitate harmony
among residents of our
community by helping
to reestablish the
longstanding tradition
of community as family*

We believe:

*"for to be free is not
merely to cast off one's
chains, but to live in a
way that respects and
enhances the freedom
of others"*

Nelson Mandela