

**BRIEFING
DRAFT**

**FORSYTH COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: JUNE 13, 2019

AGENDA ITEM NUMBER 17

SUBJECT: RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE CITY OF WINSTON-SALEM FOR DEMOLITION, DESIGN, AND CONSTRUCTION IMPROVEMENTS AT THE SITE COMMONLY REFERRED TO AS LIBERTY PLAZA IN AN AMOUNT OF \$2 MILLION

COUNTY MANGER'S RECOMMENDATIONS OR COMMENTS:

SUMMARY OF INFORMATION:

ATTACHMENTS: YES NO

SIGNATURE: _____ DATE: _____
COUNTY MANAGER

**RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN
FORSYTH COUNTY AND THE CITY OF WINSTON-SALEM FOR
DEMOLITION, DESIGN, AND CONSTRUCTION IMPROVEMENTS AT THE
SITE COMMONLY REFERRED TO AS LIBERTY PLAZA
IN AN AMOUNT OF \$2 MILLION**

WHEREAS on June 27, 2016, the Forsyth County Board of Commissioners adopted the 2016 New Family Museum Capital Projects Ordinance to assist with the construction of a new family museum, Kaleideum, facilitated by the merger of SciWorks and the Children's Museum of Winston-Salem with an initial budget of \$17,340,000;

WHEREAS on February 28, 2019, the Forsyth County Board of Commissioners amended the 2016 Kaleideum Capital Projects Ordinance to account for increase in the total project budget to \$30,500,000;

WHEREAS the City of Winston-Salem owns property at the corner of Liberty & Third Streets known as Liberty Plaza, identified by the Forsyth County Tax Assessor and Collector as PIN 6835-26-1604, as shown in Exhibit A attached hereto and incorporated herein by reference;

WHEREAS the City of Winston-Salem has proposed to rent Liberty Plaza to Forsyth County for 50 years at a nominal rate of \$1.00 per year provided that the site be used for museum, educational, or governmental uses, and uses supplemental to these primary uses;

WHEREAS Forsyth County, the City of Winston-Salem, and Kaleideum desire that improvements at Liberty Plaza coincide with the design of a future nature science center and children's museum on the adjacent site of the former Sheriff's Office building; and

WHEREAS the City of Winston-Salem has authorized the expenditure of \$2 million to fund the County's demolition, design, and construction of improvements at Liberty Plaza;

NOW, THEREFORE, BE IT RESOLVED, that the Forsyth County Board of Commissioners hereby authorizes the Chairman or County Manager and Clerk to the Board to execute an Interlocal Agreement with the City of Winston-Salem to pay the County \$2 million to demolish, design, and construct improvements at Liberty Plaza substantially in the form as Exhibit B, attached hereto and incorporated herein by reference;

BE IT FURTHER RESOLVED, that the Forsyth County Board of Commissioners hereby authorizes the Chairman or County Manager and Clerk to the Board to execute a 50-year lease for this property, at an annual rental of \$1.00, and that the property will be used for museum, educational, or governmental uses, and uses supplemental to these primary uses; and

BE IT FURTHER RESOLVED, that this resolution ratifying interlocal cooperation between Forsyth County and the City of Winston-Salem is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this 13th day of June 2019.

6835-26-0832.00

6835-26-3972.00

W THIRD ST

W THIRD ST

6835-26-3720.00

68

6835-16-9644.00

6835-26-1604.00

N LIBERTY ST

6835-16-9563.00

MapForsyth, Forsyth County Tax Administration, Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, NOAA, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

6835-26

EXHIBIT B

NORTH CAROLINA)
FORSYTH COUNTY)

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (hereinafter the "Agreement") is made and entered into this 1st day of July, 2019 (hereinafter the "Effective Date"), by and between Forsyth County, a political subdivision of the State of North Carolina (hereinafter the "County"), and the City of Winston-Salem, a municipal corporation organized under the laws of the State of North Carolina (hereinafter the "City");

WITNESSETH:

WHEREAS the City owns property at the intersection of N. Liberty and West 3rd Streets in Winston-Salem, North Carolina, identified by the Forsyth County Tax Assessor as PIN 6835-26-1604, and known as Liberty Plaza (the "Property");

WHEREAS the County owns adjoining property, PIN 6835-16-9644 and 6835-16-9563, which served as the former Sheriff's Building and is now being redeveloped as the new Kaleideum museum (the "Museum Site");

WHEREAS the Property no longer has functional value and is in need of demolition and renovation;

WHEREAS once demolished, the Property could serve as an entranceway or other ancillary use for the Museum Site; and

WHEREAS the City has authorized the expenditure of \$2,000,000 to demolish the Property and to fund the design and construction of improvements to the Property;

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration, the parties hereto agree as follows:

I.

The City hereby agrees to pay the County \$2,000,000 to be used by the County for the demolition of the Property and for design and construction of improvements at the Property through this interlocal agreement between the City of Winston-Salem and Forsyth County entered into pursuant to the provisions of N.C.G.S. 160A-460 et seq. The County shall ensure that all design and construction shall be performed in accordance with Articles 3D and 8 of Chapter 143 of the North Carolina General Statutes.

II.

The City hereby leases the Property to the County for consideration of \$1.00 per year for a period of 50 years, beginning on the Effective Date of this Agreement, provided that the County uses the Property for museum, educational, or governmental uses, and uses supplemental to these primary uses. The County shall maintain the Property. The County agrees to indemnify, defend, and hold the City harmless from and against any and all claims, expenses (including attorney fees), costs or liability for the negligent acts or omissions of the County relating to the Property.

III.

The County will provide annual reports to the City detailing how the City funds provided under this Agreement have been used, until such funds are exhausted.

This Agreement shall be governed by the laws of the State of North Carolina.

This Agreement shall become effective upon its full execution.

IN WITNESS WHEREOF, the City and the County have set their hands and seals as of the day and year first above written.

[SIGNATURES ON NEXT PAGES]

CITY OF WINSTON-SALEM

ATTEST:

By: _____

City Secretary

Approved as to form and legality.

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

This the _____ day of _____, 2019.

This the _____ day of _____, 2019.

Angela I. Carmon
City Attorney

Lisa Saunders
Chief Financial Officer

FORSYTH COUNTY

ATTEST:

By: _____

Clerk to the Board