Subject: Authorize Manager to Execute Historic Rogers Road Neighborhood Sewer Project Interlocal Agreement with Town of Carrboro and Orange County.

Staff: Mary Jane Nirdlinger, Executive Director
Judy Johnson, Principal Planner

Department: Planning and Sustainability

Overview: Orange County, Carrboro, and Chapel Hill have been working towards installing sewer to serve the 86 lots identified in the Rogers Road Task Force Report in the Historic Rogers Road neighborhood for the past several years.

Recommendation
That the Council adopt Resolution A, authorizing the Town Manager to sign the attached Interlocal agreement between Orange County, Carrboro, and Chapel Hill.

Decision Points
- The appointed Task Force agreed to a cost sharing allocation of Orange County and the Town of Chapel Hill each contributing 43 percent of the cost and Carrboro contributing 14 percent toward the preliminary engineering and design, outreach efforts, as well as the construction of the Rogers Road Community Center.
- The attached resolution will authorize the Town Manager to sign the Interlocal agreement.

Key Issues
- Engineering and design work on the sewer infrastructure is underway. Orange County has contracted with an engineering firm through OWASA to perform the work.
- Construction of the system is anticipated to begin Spring 2017.
- Easement acquisitions by Orange County are underway.

Fiscal Impact/Resources: The Town of Chapel Hill agreed to pay for forty-three percent (43%) of the total costs obligated to date. These costs include the Rogers Road Community Center, Sewer Preliminary Engineering and Design, Community Outreach and Community First Planning. The Town’s share of the total $1,334,900 is $574,007. Because the area to be served is outside the Town limits, the Town contribution to this point has been directed towards the Community Center construction.

Council Goals:

<table>
<thead>
<tr>
<th></th>
<th>Create a Place for Everyone</th>
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<th>Develop Good Places, New Spaces</th>
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<tbody>
<tr>
<td>☐</td>
<td>Support Community Prosperity</td>
<td>☐</td>
<td>Nurture Our Community</td>
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<td>☐</td>
<td>Facilitate Getting Around</td>
<td>☐</td>
<td>Grow Town and Gown Collaboration</td>
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</table>
Area Map:

Attachments:
- Resolution
- Interlocal Agreement
A RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE TOWN OF CARRBORO AND ORANGE COUNTY REGARDING PRELIMINARY ENGINEERING AND OUTREACH EFFORTS AND CONSTRUCTION OF THE ROGERS ROAD COMMUNITY CENTER (2016-03-21/R-4)

WHEREAS, the Town, along with the Town of Carrboro and Orange County have been working to establish sewer service in the Historic Rogers Road Neighborhood; and

WHEREAS, an interlocal agreement details the previous agreement to jointly fund preliminary engineering and design services performed by OWASA for the purpose of designing sewer lines in the Historic Rogers Road Area and Community outreach and planning in that area with the County paying forty-three percent (43%), Town of Chapel Hill paying forty-three percent (43%), and Town of Carrboro paying fourteen percent (14%) of the total cost; and

WHEREAS, the County and Towns desire to formally establish the terms of the Towns' reimbursements to the County.

NOW THEREFORE BE IT RESOLVED that Council of the Town of Chapel Hill authorizes the Town Manager to execute the interlocal agreement with the Town of Carrboro and Orange County regarding the reimbursement of costs for engineering and design services, construction of the community center, and community outreach in the Historic Rogers Road Area, substantially in the form as presented to the Town Council with this resolution.

This the 21st day of March, 2016.
INTERLOCAL AGREEMENT BETWEEN ORANGE COUNTY AND THE TOWNS OF CARRBORO AND CHAPEL HILL REGARDING THE REIMBURSEMENT OF COSTS FOR ENGINEERING AND DESIGN SERVICES, CONSTRUCTION OF THE COMMUNITY CENTER, AND COMMUNITY OUTREACH IN THE HISTORIC ROGERS ROAD AREA

THIS AGREEMENT, made and entered into this ____ day of ______________, 2016 between Towns of Carrboro and Chapel Hill, both North Carolina municipal corporations (hereinafter jointly as the “Towns”), and Orange County, a political subdivision of the State of North Carolina (hereinafter referred to as the “County”), for reimbursement to the County by the Towns for the County’s expenditures pursuant to the County’s interlocal agreement with Orange Water and Sewer Authority (“OWASA”) for engineering dated June 3, 2014 and for design dated June ____, 2015 and the County’s community outreach agreement with the Marian Cheek Jackson Center for Saving and Making History, a North Carolina Nonprofit Corporation (hereinafter referred to as “Jackson Center”) dated June 17, 2014 and the County’s Outreach Work Plan for sewer outreach and Community-First Planning dated June ____, 2015 as well as for the construction of the Rogers Road Community Center building at 101 Edgar Street. (County and Towns may be referred to collectively as the “Parties”.)

WITNESSETH

WHEREAS, the County and Towns are public bodies, politic and/or corporate, under the laws of the State of North Carolina and are vested with the power and authority by Article 20 of North Carolina General Statute Chapter 160A to enter into this Interlocal Agreement (hereinafter referred to as the “Agreement”); and

WHEREAS, representatives of the County and Towns have previously agreed in principle to jointly fund preliminary engineering and design services performed by OWASA for the purpose of designing sewer lines in the Historic Rogers Road Area and Community outreach and planning in that area with the County paying forty-three percent (43%), Chapel Hill paying forty-three percent (43%), and Carrboro paying fourteen percent (14%) of the total cost; and

WHEREAS, on February 10, 2014, the Town of Chapel Hill approved a resolution authorizing the Town Manager to prepare agreements and take appropriate budget action to initiate preliminary engineering and outreach efforts for the Rogers Road sewer project and on March 4, 2014 the Town of Carrboro approved a resolution authorizing the Town of Carrboro to share in the costs of preliminary engineering and community outreach; and
WHEREAS, representatives of the County and Towns also agreed in principle that the County would work directly with OWASA (Agreement attached as Exhibit 1) and the Jackson Center (Agreement attached as Exhibit 2), and that the County would be reimbursed for the designated percentages of the engineering, design, and community outreach and planning costs; and

WHEREAS, the County and Towns desire to formally establish the terms of the Towns’ reimbursements to the County.

NOW, THEREFORE, in consideration of the foregoing and based on mutual promises and obligations set forth herein, the receipt and sufficiency of which is hereby acknowledged, the County and Towns agree as follows:

1. TERM AND TERMINATION

   a. This Agreement shall commence upon execution and shall continue until all reimbursements are paid in full with such payment in full occurring no later than June 30, 2016.

   b. This Agreement may be renewed or amended upon written agreement of the Parties.

2. TOTAL COSTS

PRELIMINARY PHASE 1

<table>
<thead>
<tr>
<th>Project</th>
<th>Entity</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Project 1A</td>
<td>Community Center (Design/Construction/Oversight)</td>
<td>Perkins + Will Architects Riggs-Harrold Builders</td>
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<tr>
<td>Project 1B</td>
<td>Sewer Preliminary Engineering Phase 1</td>
<td>URS (AECOM)</td>
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<td>RENA Community Outreach</td>
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<td>Marian Cheek Jackson Center (MCJC)</td>
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<td>Part B Total</td>
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<td>TOTAL</td>
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*Funded by Town of Chapel Hill contribution, up to 43% of total project cost, not to exceed $650,000
3. RESPONSIBILITIES OF TOWNS

a. The Town of Carrboro is responsible for fourteen percent (14%) of the total cost reflected in Section 2 above. The Town of Carrboro shall, upon receipt of a County generated invoice, pay to County the Town's respective percentage of the total costs reflected in Section 2.

b. The Town of Chapel Hill is responsible for forty-three percent (43%) of the total cost reflected in Section 2 above. The area is within Chapel Hill’s Extraterritorial Jurisdiction of the Town, not the Town limits, restricting the Town's ability to spend funding in the area. The Town of Chapel Hill shall, upon receipt of a County generated invoice, pay to the County the Town’s respective percentage of the total costs reflected in Section 2. The Town of Chapel Hill’s contribution shall be directed toward Project 1A, the Community Center, portion of cost schedule set out in Section 2 as long as it does not exceed the cost of the Community Center.

c. Each Town shall pay its full obligation as set out in this Section 2 within thirty (30) days of receipt of the County's invoice.

4. RESPONSIBILITIES OF COUNTY

a. The County shall work directly with OWASA to secure engineering and design services and the Jackson Center to secure community outreach and planning services.

b. The County is responsible for forty-three percent (43%) of the total cost reflected in Section 2 above.

c. The County shall invoice Towns for the specified reimbursement amounts and/or percentages as shown in Section 2. This invoice will be in the form of a single invoice upon the conclusion of the services contemplated in Exhibit 1 and Exhibit 2 and said invoice shall be accompanied by a written statement indicating those services have concluded.

5. ENTIRE AGREEMENT

This agreement constitutes the entire Agreement of the Parties hereto and is effective the date first above recorded.

[Signature Page to Follow]
In witness whereof, the Parties, by and through their authorized agents, have hereunder set their hands and seals as of the day and year first above written.

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

Manager, Orange County  
Finance Director, Orange County  
ATTEST  
[SEAL]

By: _______________________
   Clerk

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

Manager, Town of Carrboro  
Finance Director, Town of Carrboro  
ATTEST  
[SEAL]

By: _______________________
   Clerk

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

Manager, Town of Chapel Hill  
Finance Director, Town of Chapel Hill  
ATTEST  
[SEAL]

By: _______________________
   Clerk