

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**THIS MEMORANDUM OF UNDERSTANDING**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between **WAKE COUNTY**, a public body politic and corporate of the State of North Carolina, hereinafter referred to as "the County" and the **TOWN OF ROLESVILLE**, a Municipality of the State of North Carolina, hereinafter referred to "the Town," the County and the Town being jointly referred to herein as "the Parties".

**WITNESSETH:**

**WHEREAS**, on June 24, 2021, the Town closed the purchase of a 17.02-acre parcel located at 406 and 408 East Young Street in Rolesville, NC; and,

**WHEREAS**, the purchase of the property came after the Town considered several locations that would best serve as the future of Town governance and near the historic center of Rolesville; and,

**WHEREAS**, the Town desires to develop this property to include a future Police Station, Town Hall and other facilities ("Town Campus") for the benefit of its citizens; and,

**WHEREAS**, Wake County and the Town of Rolesville desire to locate a County-owned community library ("Library Project") on the Town Campus property in coordination with other Town functions stated herein; and

**WHEREAS**, there is desire on the part of both parties to carefully integrate and coordinate the planning and design of the proposed Library Project within the Town's overall Town Campus master plan for the above property; and

**NOW THEREFORE**, in consideration of the promises and mutual understandings, the parties hereby agree to the following terms and conditions:

**1. PURPOSE AND SCOPE**

The purpose of this Memorandum of Understanding (MOU) is to set forth the understanding and mutual agreement of the Parties as it relates to the conditions that must occur in order to proceed with a plan to develop a County Library Project on the Town Campus , in coordination with other facilities planned by the Town for the Town Campus.

**2. GENERAL CONDITIONS**

A. The Parties' obligations with respect to proceeding with planning and developing a new library are expressly conditioned upon and subject to the Parties receiving proper approval and appropriation of funds from their governing boards to enter into mutually acceptable written agreements as to all aspects of the funding, design, construction, development, and leasing of the County Library Project ("Agreements"). Accordingly, except to the extent that specific responsibilities of the Parties are set forth herein, this MOU shall not impose obligations on either Party to proceed with the Library Project or the Town Campus, its associated components or otherwise enter into Agreements with respect thereto.

- B. Unless and until superseded by written amendment or final Agreements signed by all Parties, this MOU contains the entire understanding of the Parties with respect to proceeding with the coordinated design of the Town Campus development and the Library Project.
- C. Description of County Study: The Rolesville Community Library Project will consist of a Community Library, of approximately 12,000 SF and associated surface parking for approximately 80 vehicles. A Community Library typically has dedicated space included for Children's programming, along with space designated for public computer access. Passive programming is included for adults. Sitework, walkways, and associated utilities to serve the library are also a part of the Project. The scope of work included within this MOU will include site planning, architectural program study, development of floor plans, building elevations and renderings in order to ultimately complete a schematic design package (hereafter "Schematic Design"), including estimates of cost.
- D. Community Library Site Within Town Campus. The Town has purchased and is assembling a 17.02 acre tract from a combination of parcels on E. Young Street, with PIN #1768098727, #1768094465, #1769102240 and #1769101402. A proposed Town Campus Site Map is shown on Exhibit A, which is attached hereto and hereby incorporated by reference. In furtherance of their mutual objectives, the Town and the County expect to negotiate and define ownership and/or leasehold interest of that portion of the property owned by the Town that will envelop the library building footprint and required appurtenances for the development of a community library.
- E. Description of Town Study: The Town is planning to develop the aforementioned site assemblage into a new Town administrative campus with a number of new facilities, including a Police Station and Town Hall, and consideration of other potential municipal facilities as well, to be determined during development of the Town Campus Master Plan.
- F. Site Utilization Plans. The Town previously conducted land surveying, geotechnical investigations, environmental studies, and other studies necessary to confirm the purchase of the property. Information gained from these due diligence studies will also be used to develop the site utilization plans for the Town Campus including the area of the Library Project that will be included in the Project schematic design.
- G. Stormwater Management for the Site. The Town agrees to grant the necessary easements or other interest necessary to allow stormwater runoff from the library and surface parking to be managed elsewhere on Town Campus property, at a location and method mutually agreed upon by the parties.
- H. The Town's Regularity Authority Not Encumbered. Nothing in this MOU shall restrain or inhibit the Town's police powers or regulatory authority.
- I. Ownership of Design Documents. The County shall retain ownership and use of the design work product commissioned by the County for the library, and all areas included within the County's operational area related to the library, including but not limited to

paper and electronic copies of drawings, renderings, and plans. The Town shall retain ownership and use of the design work product commissioned by the Town for their respective projects to be developed on the Town Campus property.

### 3. **TERM**

The term of this Memorandum of Understanding shall be for a period of eighteen (18) months from the date of execution by the last party, or until such time as all documents set forth in Section 7 herein shall be fully and finally executed, whichever is shorter. The Parties may extend this Term by separate written agreement or amendment executed by both Parties. If the Parties agree and obtain all required approvals and appropriation of funding to proceed with the Project, then the Parties contemplate execution of a more formal and detailed Interlocal Agreement or Funding Agreement to replace this Memorandum prior to or at the end of the term. Either Party may terminate this MOU by providing the other party five (5) days advance written notice of said termination; provided that termination pursuant to this section shall not relieve the terminating party of responsibility for payment of any fees or expenses incurred up until the effective date of termination pursuant to this MOU.

### 4. **RESPONSIBILITIES OF WAKE COUNTY**

- A. Engage Consultant(s). The County shall engage a design consultant or consultants pre-qualified by Wake County Facilities Design & Construction to provide planning services for the Library Project, as per the standard Wake County Professional Services Agreement, with any applicable amendments and attachments that may be necessary. Wake County will compensate the design consultant entirely for the library scope of work. The parties acknowledge that the County is only responsible for the library portion of the overall Project, and the design work commissioned by the County shall not include utilities, land planning, or other elements of the Town's development, unless agreed upon explicitly by each party.
- B. Include Town in the Process. Wake County will provide periodic updates on the design of the library to the Town, and will design the Library Project to meet all requirements of the North Carolina State Building Code, the Town's Unified Development Ordinance, and applicable sections of the Town's Engineering Design and Construction Manual. The County will closely coordinate the work of its design consultant for the Library Project with the Town's design consultant for their campus plan.
- C. Initial Planning Funding. The County has appropriated an initial amount of up to \$100,000 for advanced planning, programming and schematic design studies for the library. This amount shall not be increased unless the parties enter a written amendment encumbering and appropriating additional funding for this purpose.
- D. Utilities. Once development of the project advances beyond schematic design, Wake County will be responsible for planning, designing, and coordinating all required utility services to connect the site/building such as water and sewer, fiber optics, gas and other utility services on the library site.

- E. Permit Submittals. Once development of the project advances beyond schematic design, the County shall be responsible for submitting all plans and other documents required for Site Plan Approval, and other site development permits as required by Town ordinances, in accordance with Town requirements. Documents shall be submitted according to the Town's schedule at such times as required to so that the County's library schedule is maintained.
- F. Proposed Schedule. As of the date of this MOU, funding is available only for the advanced planning and schematic phases of the Library Project described herein. The project is tentatively planned for bidding and construction beginning in 2026, pending availability of funds.
- G. Construction. At such time as funding is available to continue the project through construction, the County will have responsibility and assume control for all aspects of the development and build out of the Library Project, including final design, bidding, permitting and construction management.

## **5. RESPONSIBILITIES OF THE TOWN**

- A. Engage Consultant(s). The Town shall conduct a selection process for a qualified design consultant or consultants for the Town Campus site development associated with the County library site and associated municipal facilities. The Town consultant shall serve as the primary site designer. The Town will compensate the site design consultant for the scope of the Town Campus site plan and associated municipal facilities.
- B. Include County in the Process. As the lead site plan designer, the Town will include the County staff and design consultant in the campus site planning process to ensure that the library project will be coordinated with the Town's campus plan. The Town shall also provide base maps, updated site layout plans and other source data to allow the County to effectively develop its preliminary plans for the County Library, in the location agreed upon by the Parties
- C. Additional Town Planning. In addition to the site plan, the Town may initiate preliminary planning and design for the Police Department building, Town Hall building, and any other related municipal facility that may be located on this site. This would include building locations and related infrastructure to the buildings including parking, utilities, storm water, and security.
- D. Initial Town Funding. The Town has adopted a Capital Ordinance that includes \$400,000 for site design, coordination with Library Project, programming and schematic design of selected Town facilities, and coordination of site with adjacent property owners and site developments.
- E. Proposed Schedule. As of the date of this MOU, the Town anticipates site development initiated in 2024 with select Town facilities tentatively planned for bidding and construction beginning in 2025/26.

**6. PROJECT FUNDING**

The County has appropriated \$100,000 for advanced planning and schematic design of the Library Project. It is the intent of this MOU to identify any shared costs between the two parties as related to the development of the Library Project, during these early planning phases.

The Town has adopted a Capital Ordinance that includes \$400,000 for site design, coordination with Library Project, programming and schematic design of selected Town facilities, and coordination of site with adjacent property owners and site developments.

**7. ADDITIONAL AGREEMENTS REQUIRED TO BE EXECUTED BY THE PARTIES TO EFFECTUATE PROJECT**

- A. Amendment to this MOU to proceed with completion of full design services and bidding of the Library project, as defined above, or as may be required to clarify and amend the terms herein.
- B. Interlocal Agreement setting forth any and all funding transactions, payment terms, delivery of construction services and identifying the mechanism for determining any capital or operational cost sharing and allocations for shared facilities, the responsibilities of both parties and the ownership interests that will exist for the real property and improvements, and any other subject matter necessary to define the joint undertaking of the parties. . The construction contracts for the Library Project are expected to be submitted for approval and award by the Wake County Board of Commissioners contemporaneous with the approval of the Interlocal Agreement. This construction contract(s) shall not be entered into until the Interlocal Agreement is approved by the governing board of each party and executed by all parties.
- C. Rights of Entry, Use Agreement, and/or Lease Agreement, related to all or portions of the facility as may be defined in the Interlocal Agreement that may require additional clarity or agreements.

**8. CONTEMPLATED SEQUENCE OF EVENTS**

- A. Rolesville Board of Commissioners authorizes the Town Manager to enter into this Memorandum of Understanding and any future amendments to the agreement.
- B. The Wake County Board of Commissioners authorizes the County Manager to enter into this Memorandum of Understanding and any future amendments to the agreement
- C. The Town solicits and engages a design consultant to plan, design and develop the Town Campus.
- D. The County engages a design consultant for advanced planning and schematic design of the Library Project pursuant to a Services Agreement.
- E. County presents the Town’s campus master plan and preliminary schematic design of the Library Project to the Wake County Library Commission for their endorsement.

- F. Town and County jointly present the Town's campus master plan, including schematic design of the Library Project, to the Town Board of Commissioners,
- G. County and Town jointly present the Town's campus master plan to the Wake County Board of Commissioners, including the preliminary schematic design of the Library Project, for their initial input.
- H. All further development of the project will be pending available funding. Once the project is fully implemented and the County obtains construction bids, an Interlocal Agreement is contemplated between the County and Town to define cost and development responsibilities.
- I. A preliminary timeline of activities for each party is attached as Exhibit B.

**IN TESTIMONY WHEREOF, WAKE COUNTY AND THE TOWN OF ROLESVILLE** through their authorized officers and by their own hands has hereunto set forth their hands and seals of the day and year first above written.

**WAKE COUNTY**

By: \_\_\_\_\_

Title: County Manager or Designee

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

\_\_\_\_\_

Wake County Finance Officer

Approved as to form: \_\_\_\_\_

County Attorney

By: \_\_\_\_\_

Director, Facilities Design & Construction

**TOWN OF ROLESVILLE**

By: \_\_\_\_\_

Title: Town Manager

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

\_\_\_\_\_

Town of Rolesville Finance Director or designee

Approved as to form: \_\_\_\_\_

Town Attorney

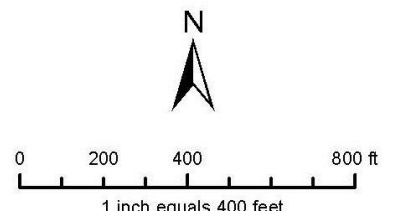


**EXHIBIT A**

**Town Campus Site Map**



**Rolesville Town Campus**





## EXHIBIT B

### Preliminary Timeline of Activities

#### TOWN OF ROLESVILLE – TOWN CAMPUS

<b><u>Item</u></b>	<b><u>Target Date</u></b>
Primary Campus Selection Process	December 15, 2022
Begin Town Campus Preliminary Planning <ul style="list-style-type: none"><li>• Prioritization of Town Owned Facilities</li><li>• Campus Site Layout including preferred facilities locations</li><li>• Infrastructure and Campus layout</li></ul>	January 1, 2023
Complete Town Campus Planning Phase	April 30, 2023
Begin Town Campus Schematic and Priority Facility(ies) Design <ul style="list-style-type: none"><li>• Finalize Campus Site and Infrastructure Plan</li><li>• Preliminary design of Prioritized Town Facility(ies) Design</li></ul>	May 1, 2023
Complete Schematic Design Phase	August 31, 2023

#### WAKE COUNTY – COUNTY LIBRARY

<b><u>Item</u></b>	<b><u>Target Date</u></b>
Design Consultant Selection Process	November 30, 2022
Begin Advanced Planning Phase	December 1, 2022
Completed Advanced Planning Phase	March 31, 2023
Complete Schematic Design Phase	August 31, 2023