

STATE OF NORTH CAROLINA

FUNDING AGREEMENT

COUNTY OF WAKE

This Agreement entered into this the__ day of April 2016, by and between the County of Wake, a body politic, (County) and the Town of Garner, a municipal corporation, (Municipality).

WITNESSETH

1. The County and the Municipality maintain a continuing contractual relationship, through which the County owns and operates a Regional Library on County property at 908 Seventh Avenue, in Garner, NC, and patrons visiting the Regional Library park on property owned by the Town of Garner; and
2. By resolution adopted by the Wake County Board of Commissioners and the Garner Town Council, in May 2014, Wake County was authorized to convey a special warranty deed and drainage easement to the Town to facilitate the renovation of the Police Headquarters Station; and
3. The Municipality completed the renovation of a structure at 900 Seventh Avenue, in January 2016, into a new Police Headquarters Station adjacent to Wake County Southeast Regional Library; and
4. The new entrance area for the Police Headquarters Station displaced some existing parking spaces at Southeast Regional Library. As part of the above resolution, the Municipality agreed to reconstruct fourteen (14) dedicated parking spaces for the library in the area immediately north of the library; and
5. The Town is building a new Town Hall Complex northeast of the Library on the site of the existing Town Administrative Complex which provides an opportunity to further expand available parking that is needed for the library at a reduced cost and increased efficiency by bidding the work as part of the Town Hall construction. The County and the Municipality desire to enter into an agreement to provide for the County to pay the Municipality to design, engineer and construct forty (40) more parking spaces for library patrons, in addition to those described above, to be adjacent to and north of the parking area that the Municipality has recently reconstructed for Southeast Regional Library as part of the Police Station project (hereinafter "Project"); and
6. This Agreement is entered into to provide the conditions of funding for the Project to be paid by the County out of Capital Improvement Program funds for the reimbursement of costs related to the design, engineering, and construction of the additional forty (40) dedicated parking spaces for patrons of the Southeast Regional Library ("Parking Lot Expansion").

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein the County and the Municipality agree as follows:

1. The Municipality agrees to provide design development review documents and construction documents prepared by a North Carolina licensed landscape architect or engineer, and the Municipality shall submit copies of such documents to Wake County's Office of Facilities Design & Construction for review. Facilities Design & Construction shall have no responsibility for construction selection or oversight.
2. The Municipality agrees to furnish the County with copies of construction documents sealed by a North Carolina registered architect or professional engineer.

3. It is understood that the Municipality has solicited bids for the Town Hall project. Pricing for the parking expansion has been submitted as a bid alternative to the Town Hall bid request. The Municipality agrees to submit the results of the alternate bids for the parking expansion to Wake County's Office of Facilities Design and Construction.
4. Subject to advance written approval and the limits of this Funding Agreement, the County agrees to pay for costs associated with the Project and directly related to the parking lot expansion, to include design services for parking layout, landscape design, civil engineering, and construction to include paving, curb and gutter, storm drainage, utility pathways for area lighting, landscaping and erosion control. A contingency is included for the parking expansion work itself and is also intended to address minor pavement repairs to the existing parking area adjacent to the west library entrance that the County may additionally request.
5. The County agrees to reimburse the Municipality in an amount not to exceed One Hundred Fifty Thousand and no/1.00s Dollars (\$150,000.00), for design, engineering and construction of the Project. This reimbursement also includes a construction contingency of approximately 12% of the cost of construction. County will reimburse the Municipality for the actual final costs within thirty (30) days of receipt of a request from the Municipality after substantial completion and acceptance of the work from the contractor as determined by the Municipality's project architect, and agreed to by the County. The Municipality shall provide documentation of the costs incurred for the Project.
6. County will contract directly with Duke Energy Progress to install and maintain area lighting for the parking expansion. Construction scope by Town's contractor shall include installation of sleeves to allow for routing of lighting conductors under new pavements as necessary. Parking lot design shall include location of area lights for coordination with Duke Energy Progress.
7. It is mutually understood that the new parking area will be located on property owned by the Town of Garner. The Municipality shall retain ownership of the property; however, the County shall have the right of exclusive use of the parking expansion area for library patrons. The parties agree to execute a cross easement, license, and/or other recordable document acceptable to the County Attorney and Town Attorney allowing each party access and use of the other party's property in the above referenced parking lot expansion for as long as the County premises are used for a public library. This is intended to be consistent with the covenants in the deed conveying the property.
8. The reimbursement of construction funds constitutes the sole consideration for this access. Except as set out in this Agreement, the Municipality shall be responsible for all costs now or in the future related to the parking lot expansion, including construction, maintenance, replacement, repair, taxes, insurance, and other related costs, with no additional contribution from Wake County.

Executed as of the day and year first above written.

TOWN OF GARNER
401 Old Honeycutt Road
Garner, NC 27529

COUNTY OF WAKE
PO Box 550
Raleigh, NC 27602

Town Manager

County Manager

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

Garner Finance Director

Wake County Finance Officer