

**Item Title:** Approval of First Amendment to Memorandum of Understanding with the Town of Morrisville for the Joint Use Master Plan and Feasibility Study of Wake County Convenience Center #3 and Morrisville Public Works Facility

**Specific Action Requested:**  
**That the Board of Commissioners:**

- 1. Authorizes the County Manager to execute the First Amendment to Memorandum of Understanding with the Town of Morrisville for the Joint Use Master Plan and Feasibility Study of Wake County Convenience Center #3 and the Morrisville Public Works Facility, subject to conditions acceptable to the County Attorney; and**
- 2. Accepts up to the amount of \$222,187.50 from the Town of Morrisville for their share for the schematic design phase.**

**Item Summary:**

**Purpose:** The Board of Commissioners must approve all amendments to existing Memorandas of Understanding (MOUs) and must approve all appropriations. This action modifies an existing MOU between the County and the Town of Morrisville.

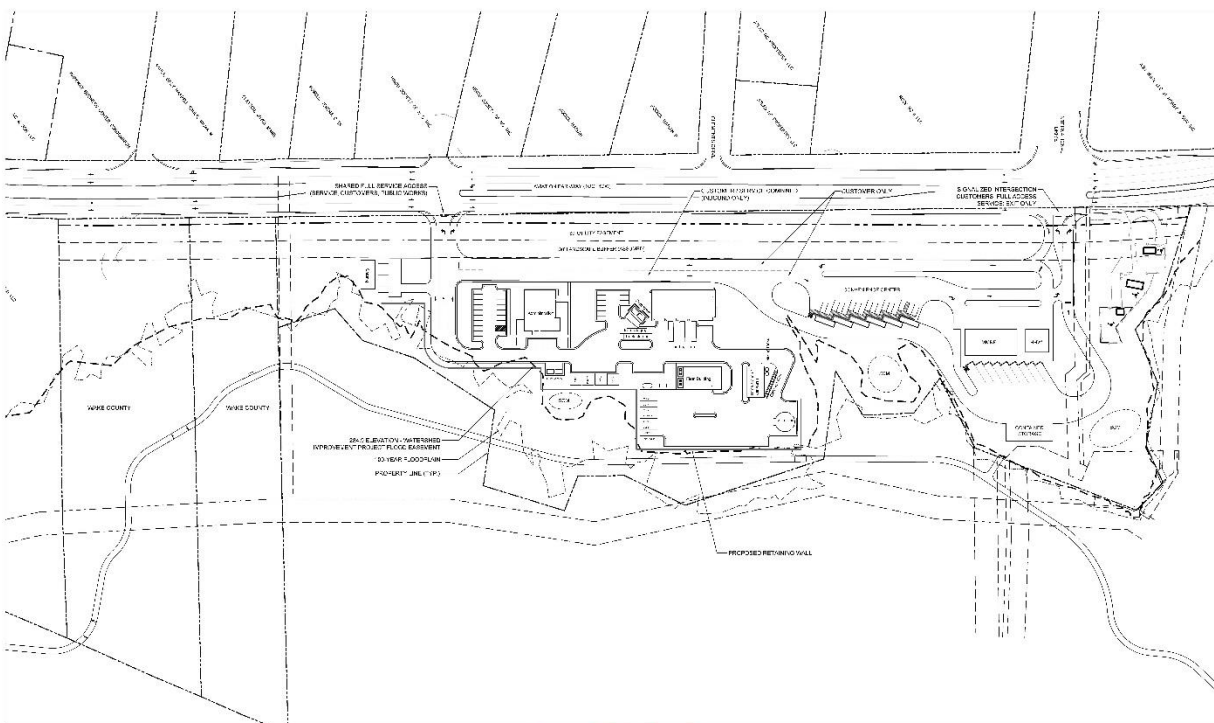
**Background:** The County provides convenience centers throughout the County to provide recycling and waste disposal services to residents in the unincorporated area. Due to the widening of Aviation Parkway, Convenience Center #3 near Morrisville, the Town and County desire to jointly develop a site for their respective facilities to be constructed on Town owned property located at 414 Aviation Parkway. In October 2017, the Board of Commissioners approved a Memorandum of Understanding with the Town for a Joint Use Master Plan and Feasibility Study for the County's Convenience Center #3 and the Morrisville Public Works Facility (see attached MOU). Several design alternatives were developed along with cost estimates. This amendment allocates cost between the County and Town to prepare schematic design of the recommended design alternative. This action also appropriates funds received from the Town for its share of study and design work.

**Board Goal:** This action supports routine County operations.

**Fiscal Impact:** The total budget for this phase of the project is \$375,000. Wake County's portion is up to \$152,812.50 and is currently budgeted in the Solid Waste Capital Projects Fund. No additional appropriation is required for this phase of the project. Funds for the remainder of the project will be appropriated in future County budget ordinances.

### **Additional Information:**

The MOU requires an amendment to move the next phase of the project forward. A proposed design alternative is shown below, and an associated estimate of probable construction cost is attached. It was determined that a joint use site could work that would address both the Town's public works needs and the County's solid waste needs. The next phase will refine the project design through the schematic design process and develop a more accurate cost estimate to help determine the feasibility of moving forward with design and construction. Wake County will take the lead in selecting, hiring, and managing the consultant for the schematic design with the Town actively involved in all facets of that process. The prior feasibility study determined the equitable shared cost for developing the joint usage site should be 59.25% for the Town of Morrisville and 40.75% for Wake County, based on each agency's use of the proposed site. The total anticipated cost is \$375,000.00 for which the County will be responsible for up to \$152,812.50 or (40.75%). The Town will be responsible for up to \$222,187.50 or (59.25%). The Town's portion was appropriated in its 2019 annual budget. Wake County's portion is already funded in the Solid Waste Enterprise Capital Project fund.



### **SCHEMATIC PLAN / PUBLIC WORKS AND CONVENIENCE CENTER #3**

Wake County CC#3 / March 22, 2019

Proposed Design Alternative



The MOU document was developed and reviewed by staff and attorneys from both entities. It was approved by Morrisville Town Council on August 13, 2019. Staff recommends approval of the specific actions requested, subject to the terms and conditions acceptable to the County Attorney.

### **Attachments:**

1. Original MOU
2. Estimate of Probable Construction Cost
3. First Amendment to Memorandum of Understanding