

I, Amy T. Harvey, Deputy Town Clerk of the Town of Chapel Hill, North Carolina, hereby certify that the attached is a true and correct copy of (2020-01-22/R-7) adopted by the Chapel Hill Town Council on January 22, 2020.

This the 23rd day of January, 2020.

Amy T. Harvey

**Amy T. Harvey
Deputy Town Clerk**



RESOLUTION B

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT FOR AN ENVIRONMENTAL ASSESSMENT COST SHARE WITH TOWN OF CARRBORO AND ORANGE COUNTY (2020-01-22/R-7)

WHEREAS, the Town, along with the Town of Carrboro and Orange County have been working to establish preservation and development potential of the Greene Tract; and

WHEREAS, the three jurisdictions have examined the importance of the environmental assessment of the 164-acre Greene Tract property; and

WHEREAS, the environmental assessment will provide site-specific information on the environmental conditions on the Greene Tract in order to identify areas on the property to be preserved and/or protected; and

WHEREAS, an interlocal agreement details the agreement to jointly fund the costs of an environmental assessment 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 environmental assessment of the Greene Tract, substantially in the form as presented to the Town Council with this resolution.

This the 22nd day of January, 2020.

SECOND DRAFT

**AGREEMENT AMONG ORANGE COUNTY AND THE TOWNS
OF CHAPEL HILL AND CARRBORO, NORTH CAROLINA TO OBTAIN
AN ENVIRONMENTAL ASSESSMENT FOR THE GREENE TRACT**

This Agreement is made among Orange County and the Towns of Chapel Hill and Carrboro, North Carolina to obtain an environmental assessment for the Greene Tract as follows:

WITNESSETH

WHEREAS, Orange County and the Towns of Chapel Hill and Carrboro (“the parties”) each have an ownership interest in certain contiguous parcels of land located in the County and lying south of Eubanks Road, collectively known as the “Greene Tract,” consisting of a total of approximately 164 acres (“the entire tract”), of which approximately 60 acres are solely owned by Orange County and approximately 104 acres are owned in different percentage shares by the County and the Towns;

WHEREAS, on December 18, 2019, representatives of the parties met to discuss next steps in the parties’ consideration about the future use of the Greene Tract and recommended obtaining an environmental assessment of the entire tract in furtherance of that consideration;

WHEREAS, the parties conclude that obtaining an environmental assessment of the entire Greene tract would be beneficial to them as a first step in obtaining site-specific information on environmental conditions present on the tract; and

WHEREAS, the parties have adopted a resolution to authorize an environmental assessment for the entire Greene tract.

NOW, THEREFORE, in consideration of the foregoing and based on the promises and obligations herein, the County and the Towns agree as follows:

1. Orange County staff shall: (i) develop, through collaboration among the parties’ staffs, an RFP for an environmental assessment of the entire tract and the scope of work for the assessment; (ii) disseminate the RFP to prospective providers of the assessment and select a suitable provider for the assessment based on the

recommendation of the parties' staffs; (iii) notify the Towns of the provider selected by the County to conduct the assessment; (iv) enter into a contract for the assessment with the provider selected and provide a copy of that contract to the Towns; and (v) provide to the Towns a copy of the assessment when it is completed.

2. Orange County shall be responsible for paying to the provider of the assessment the total cost of it under the County's contract with the provider; and the Towns shall, after notification by the County of its payment to the provider and the total amount of that payment, promptly authorize reimbursement to the County for the total cost of the study as follows: for Chapel Hill, 43% of the total cost; and for Carrboro, 14% of the total cost.

3. This agreement shall be effective as of the date when all of the parties have executed it by their managers with the attestation of the parties' clerks below and shall terminate upon full performance of the obligations of all parties under the agreement.

In witness whereof, the parties, by their authorized managers, with the attestation of the parties' clerks, have hereunder set their hands and seals on the dates provided:

Manager, Orange County

Finance Director, Orange County

ATTEST

By: _____
Clerk

Date: _____

Manager, Town of Chapel Hill

Finance Director, Town of Chapel Hill

ATTEST

By: _____
Clerk

Date: _____

Manager, Town of Carrboro

Finance Director, Town of Carrboro

ATTEST

By: _____
Clerk

Date: _____