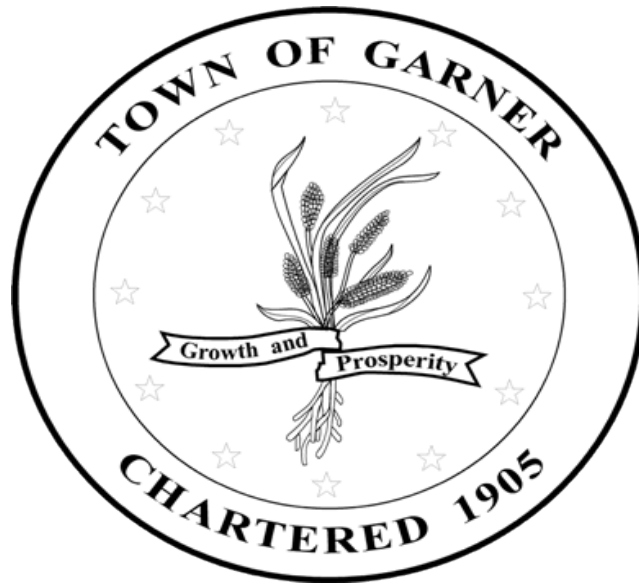


TOWN OF GARNER



TOWN COUNCIL MEETING

August 21, 2018
7:00 P.M.

Garner Town Hall
900 7th Avenue
Garner, NC 27529

**Town of Garner
Town Council Agenda
August 21, 2018**

A reception for the 2018 James R. Stevens Service to Garner Award Recipient will be held in the Town Hall Training Room at 5:30 p.m.

The Council will meet in regular session at 7:00 p.m. in the Garner Town Hall located at 900 7th Avenue.

A. CALL MEETING TO ORDER/ROLL CALL: Mayor Ronnie Williams

The Council will call for a brief recess at 9:00 p.m.

B. PLEDGE OF ALLEGIANCE: Council Member Buck Kennedy

C. INVOCATION: Council Member Buck Kennedy

D. PETITIONS AND COMMENTS

This portion of the meeting is to receive comments from the public on items not included in this agenda. Citizens should sign up with the Town Clerk to speak prior to the start of the meeting. The Board is interested in hearing your concerns but may not take action or deliberate on the subject matter brought up during the Petitions and Comments segment. Topics requiring further investigation will be referred to the appropriate town officials or staff and may be scheduled for a future agenda.

E. ADOPTION OF AGENDA

F. PRESENTATIONS

1. James R. Stevens Service to Garner Award Page 4

Recognize Amy White as the recipient of the 2018 James R. Stevens Service to Garner Award.

2. Investment Update Page 5

Craig Robinson with PFM will present an update on our investments through June 30, 2018, along with a discussion of general current market conditions.

G. CONSENT

All items on the Consent Agenda are considered routine, to be enacted by one motion and without discussion. If a member of the governing body requests discussion of an item, the item will be removed from the Consent Agenda and considered separately.

1. North Garner Middle School Joint Use Agreement Page 6
Presenter: Sonya Shaw, PRCR Director

The Joint Use Agreement for North Garner Middle School needs to be renewed. The contract covers 15-year period for use of North Garner Middle School baseball field, Avery Street driveway access and parking. The Town's use of the baseball field is primarily for athletic programming partners.

Action: Approve Joint Use Agreement

H. PUBLIC HEARINGS

I. NEW/OLD BUSINESS

1. PRCR Comprehensive Plan Scope of Services Proposal Page 23
Presenter: Sonya Shaw, PRCR Director

After reviewing and evaluating five Request for Proposal (RFP) responses to the PRCR Comprehensive and Greenway Plan, McAdams was selected as consultant for plan development services.

Action: Authorize Execution of Contract with McAdams

2. Meadowbrook Scope of Services Proposal Page 50
Presenter: Sonya Shaw, PRCR Director

After reviewing and evaluating eleven Request for Proposal (RFP) responses to the Meadowbrook Park Master Plan, McAdams was selected as consultant for master plan development services.

Action: Authorize Execution of Contract with McAdams

J. COMMITTEE REPORTS

K. MANAGER REPORTS

1. garner info
2. Finance Report

L. ATTORNEY REPORTS

M. COUNCIL REPORTS

N. ADJOURNMENT

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: August 21, 2018		
Subject: James R. Stevens Service to Garner Award		
Location on Agenda: Presentations		
Department: Administration		
Contact: Stella Gibson, Town Clerk		
Presenter: Ronnie Williams, Mayor		
Brief Summary: Recognize Amy White as the recipient of the 2018 James R. Stevens Service to Garner Award.		
Recommended Motion and/or Requested Action: Recognition Only		
Detailed Notes: The James R. Stevens Award is to recognize those persons who have unselfishly rendered extraordinary service, donated untold hours, and made significant sacrifices over a period of years, for the betterment, improvement and progress of Garner, in the best tradition of public spirit demonstrated so vigorously by James R. Stevens. Mr. Stevens was a life-long resident of Garner who served his hometown in innumerable ways throughout his lifetime.		
Funding Source:		
Cost:	One Time:	Annual: <input type="radio"/>
		No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations: Congratulations to Amy White for receiving the James R. Stevens Service to Garner award through her efforts to make Garner a better community.		
Attachments Yes: <input type="radio"/> No: <input checked="" type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	SG	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: August 21, 2018		
Subject: Investment Update		
Location on Agenda: Presentations		
Department: Finance		
Contact: Pam Wortham, Finance Director		
Presenter: Craig Robinson, PFM		
Brief Summary: Craig Robinson with PFM will give an update on our investments through June 30, 2018, along with a discussion of general current market conditions.		
Recommended Motion and/or Requested Action: Presentation only		
Detailed Notes:		
Funding Source:		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations: N/A		
Attachments Yes: No: <input checked="" type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	PW	
Finance Director:	PW	
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: August 21, 2018		
Subject: North Garner Middle School Joint Use Agreement		
Location on Agenda: Consent		
Department: PRCR		
Contact: Sonya Shaw, PRCR Director		
Presenter: Sonya Shaw, PRCR Director		
Brief Summary: Joint use agreement for North Garner Middle School needs renewal. Contract covers 15-year period for use of North Garner Middle School baseball field, Avery Street driveway access and parking. The Town's use of the baseball field is primarily for athletic programming partners.		
Recommended Motion and/or Requested Action: Joint Use Agreement Approval		
Detailed Notes:		
Funding Source:		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations: N/A		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	SS	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

NORTH CAROLINA

WAKE COUNTY

**JOINT USE AGREEMENT FOR
NORTH GARNER MIDDLE SCHOOL BASEBALL FIELD
AND AVERY STREET PARK DRIVE ACCESS AND PARKING**

This Agreement for the joint use of the North Garner Middle School Baseball Field and Avery Street Park Drive Access and Parking (hereinafter referred to as "Agreement") made and entered into this ___ day of August, 2018, by and between the TOWN OF GARNER, a Municipal Corporation of the State of North Carolina (hereinafter referred to as "Town"), and The WAKE COUNTY BOARD OF EDUCATION, a body corporate, (hereinafter referred to as "Board").

WITNESSETH

THAT WHEREAS, the parties recognize that joint cooperation and action between the Board and Town shall ensure that the best facilities and services are provided to the citizens of Wake County with the least expenditure of public funds; and

WHEREAS, Board and Town are mutually interested in quality education and recreation programs for Wake County students and citizens; and

WHEREAS, Board and Town are authorized to enter into agreements with each other to do any and all things necessary or convenient to aid and cooperate in the cultivation of citizenship by providing quality programs and facilities; and

WHEREAS, Board owns certain real property which is the campus of North Gamer Middle School (hereinafter referred to as "NGMS") and the site of the NGMS baseball field; and

WHEREAS, Town owns certain real property which is the site of the Avery Street Park that is adjacent to North Gamer Middle School baseball field, and

WHEREAS, Board and Town desire to jointly use the NGMS baseball field property for the benefit of the school and community; and

WHEREAS, Town desires to assist the Board in the maintenance of the facilities as shown on the diagram showing the Town Licensed Areas and hereto attached as Attachment C and incorporated herein by reference; and

WHEREAS, Board has determined that the areas to be jointly used are not necessary at all times after normal school hours for public school purposes during the term of this agreement; and

WHEREAS, Board desires to permit the Town and community to use the baseball field and field amenities, parking spaces, and drive access located on North Garner Middle School when such are not scheduled or being used by the Board; and

WHEREAS, Town desires to continue permitting the Board to use the drive access and parking areas of the Garner Avery Street Park when such are not scheduled or being used by the Town; and

WHEREAS, community use of school property and facilities is encouraged by the Community Schools Act N.C.G.S. 115C-203 *et. seq.*; and

WHEREAS, Board and Town are authorized to enter into this agreement pursuant to the provisions of North Carolina G. S. 115C, Article 13; G. S. 115C-518; G. S. 115C-524(b); and G. S. 160A-274:

NOW, THEREFORE, pursuant to North Carolina General statutes 115C, Article 13, 115C-524(b), and 160A-274 and in consideration of the above-stated desires of the parties and such other mutual promises and covenants as are hereinafter set forth, the Board and Town do hereby agree as follows:

1. **Property Description.** NGMS baseball field is located on Powell Street adjacent to Avery Street Park and across the street from NGMS main campus located at 720 Powell Drive, specifically identified in Deed Book 1160, page 62; Deed Book 1185, page 581; and Book of Maps 19SO, page 112; and Book of Maps 1954, page 82.
2. **Term.** The term of this Agreement with respect to Town Licensed Areas as shown on Attachment C shall be for a period of fifteen (15) years from the date of execution of the agreement signed by the governing bodies of the Board and Town. At the end of the term of this Agreement, the Board and Town shall have the exclusive option to extend their use of the identified elements on the property for additional five (5) year periods so long as the property is utilized by the Board for Board purposes and the facility is operated as a school. Board and Town shall review the Agreement every five (5) years to familiarize each parties understanding and compliance of the terms of this Agreement.
3. **Liability.** Board and Town agree that Board is licensing the use of Town Licensed Areas only to the extent permitted by N.C.G.S. 115C-524(b), and that Board does not hereby incur any liability to the Town or any member of the public for permitting this use. No liability shall attach to the Board, individually or collectively for any injury suffered by reason of any Town use or maintenance of Board property pursuant to this Agreement. The Town shall indemnify, protect, and hold harmless the Board, its agents, and employees from and against claims or damages, including attorney's fees, caused by the negligence or intentional wrongdoing of the Town, its agents, invitees, or employees when they are on the Board's property.
4. **Enhancements, Modifications, Renovation or New Construction by Board and/or Town on Property Subject to this Agreement.** The Board shall be responsible for any enhancements or modifications necessary for educational programming needs, and the Board may make such enhancements or modifications in its sole discretion without approval from the Town. However, the Board shall coordinate improvements with the Town and shall notify the Town that it is making such improvements to any areas identified for joint use. The Town shall be responsible for any enhancements or modifications for Town needs. However, the Town may make no such improvements without the Board or Board designee's prior written approval via Wake County Public School System Facility Modification Form and/or amendment of this Agreement (if appropriate). After the Board approves the plans and schedule for such improvements proposed by the Town, the Town shall proceed with such improvements at its expense. The Town shall plan and coordinate such improvements with the Board to ensure that such improvements pursuant to this Agreement are completed with minimal impact on the operations of NGMS. Town will be responsible for and shall repair at its sole expense any damage to roadways, drive accesses, or parking lots incurred from construction or renovation performed by the Town. The Town agrees to keep the property and any improvements subject to this Agreement in a safe and secure condition at all times, and ensure that any equipment, materials, or supplies brought on to board property are removed or safely stored when not in use.

5. **Town Licensed Areas.** Board hereby gives and grants to Town a license in accordance with this Agreement to use the Town Licensed Areas of NGMS (hereinafter referred to collectively as "TLA(s)" as identified on Attachment C and more specifically described as follows:
 - A. TLA #1:
 1. Baseball field
 2. Field Lights
 3. Dugouts
 4. Scoreboard
 5. Batting cage
 6. Concession building
 7. Press box
 8. Restroom/Equipment storage building
 - B. TLA #2:
 1. NGMS south parking area (approximately 54 spaces)
 2. NGMS drive access

6. **Board Licensed Areas.** Town hereby gives and grants the Board a license, in accordance with this Agreement, to use the Board Licensed Area of Avery Street Park, hereinafter referred to as "BLA #1" as identified on Attachment B. and more specifically described as follows:
 - BLA #1
 1. Avery Street Park drive access and parking area(s)

Note: Avery Street Park driveway access and Wake County Child Development Center parking area use also covered under the terms of the lease between the Town of Garner and WCPSS.
 2. Batting cage

7. **Ownership.** All improvements made to or upon Board Property shall be the property of the Board. The only exception to this provision would be the improvements made to the NGMS baseball field lights. The existing or improved NGMS baseball field lights may be removed at Town's expense at any time during the term of this agreement with 120 days notice to Board, provided the Town leaves Board property in a safe and acceptable condition approved by the Board. Town is responsible for installation, maintenance, and removal of field lights.

8. **Appropriate Use.** Use of TLAs and BLAs shall be consistent with the proper care and preservation of public school or Town property.

9. **Joint Use and Scheduling of TLA(s).** The Board and Town agree that use of TLAs #1 and #2 as shown on Attachment C shall be in accordance with the following conditions and provisions:
 - A. Administrative Control.
 1. The Superintendent of the Wake County Public School System or designee shall have administrative control of TLAs during school hours when scheduled by the Board. The Director of the Parks and Recreation Department of the Town of Garner or designee shall have primary administrative control of TLAs at times during non-school hours when not scheduled by the Board, and Board shall have secondary administrative control during those times..
 2. Board will distribute keys per Board policy.
 3. Normal School hours are defined as daily student and teacher workdays from 7A.M.- 6P.M. From time to time, specific school activities, events, or games may extend beyond normal school hours and into non-school hours.
 4. Non-School Hours are defined as time periods after normal school hours when students are not scheduled to attend classes or school activities, as well as

weekends, holidays, staff vacation days, and during school breaks when no students are scheduled to attend classes, and/or campus is closed by Board due to inclement weather.

5. School hours are defined as all time periods other than non-school hours.

B. Scheduling.

1. Board and Town shall designate at least one person each as a point of contact for communication. Designee(s) shall:
 - a. Participate in the site coordination meetings (at least two times each year) to coordinate use, inspect TLAs, establish maintenance schedules and update the NGMS and Town master calendars.
 - b. Communicate on a regular basis to confirm or update the NGMS master calendar for any major scheduled event changes.
 - c. Maintain on-going, open communication between one another while acting in good faith to build a positive reciprocal relationship.
 - d. Be responsible for making their respective participants aware of any cancellations or rescheduling of their respective activities.
 - e. Be aware of special circumstances such as emergency weather conditions.
2. Town agrees that the Board shall have first priority for scheduling and use of TLAs for Board activities.
3. Board agrees that the Town shall have priority for scheduling use of TLAs for Town use during non-school hours as defined in 7.A.3 above and when areas are not scheduled by the Board for Board activities. Town use shall be defined as the following:
 - a. Programs that the Town initiates, directs, schedules, coordinates and/or funds;
 - b. Maintenance and/or housekeeping tasks performed by the Town or its agents pursuant to this Agreement;
 - c. Use of TLAs by Third Party individuals who are authorized to use TLAs by the Town for their personal recreational benefit but who have not reserved or licensed the TLA through the WCPSSSS online reservation system.
 - d. Any other programs or activities that the Town initiates and/or perpetuates.
4. Town use shall be in accordance with the following conditions and provisions:
 - a. Town use of the TLAs will be allowed during those times that such areas are not scheduled for school system activities or maintenance.
 - b. Town use of areas of the NGMS campus other than the TLAs shall be documented and coordinated by use of the WCPSS online reservation system. Appropriate fees shall apply for use of areas other than TLAs.
 - c. Board and Town designees shall:
 - d. Establish times available for use at the campus level.
 - e. Make accessibility determinations based on ground and turf surface conditions.
 - f. Maintenance shall be in accordance with the charts detailed in Exhibit B.
5. Board retains the authority to schedule third party use of the TLAs during non-school hours when such areas are not scheduled for use by the Town at least one hundred and twenty (120) days prior to the date of the event.
6. Third Party use is defined as non-Board and non-Town use.
7. Third Party use of the TLAs is authorized upon approval of the WCPSS Community Schools Office via the online reservation system. Appropriate user fees shall apply per WCPSS policy.
8. Inclement Weather.

The Board in its sole discretion will make decisions on when to close its school campuses, including NGMS, due to inclement weather. If the Town decides to make use of the TLAs during periods when school is closed because of inclement weather, the Town and its invitees do so at their own risk and without the approval of the Board.

C. Supervision and Security of TLA(s).

1. When using TLAs, the Board and the Town will provide appropriate supervision for their respective activities and adhere to all applicable laws, rules and policies; provide security as

appropriate to provide a safe environment for the participants, and reasonably protect property being used.

2. **Damage to Real Property**
 - a. In the event of damage above normal wear and tear of the TLAs attributed to Town use or maintenance, the Town shall make restoration to the TLAs to a condition equal to or better than prior to Town's use.
 - b. In the event of damage above normal wear and tear of the TLAs attributed to Board use or maintenance, the Board shall make restoration to the TLAs to a condition equal to or better than prior to Board's use.
3. During school hours, all maintenance personnel shall make their presence known on site by signing in at the school office upon arrival. If advance notice is given by Town staff of their anticipated presence on campus to appropriate school staff, such Town staff are dressed in Town uniforms or other Town-authorized identifiable apparel that possess and carry Town-issued identification and travel to the school in a recognizable Town vehicle shall not be required to sign in at the school office upon arrival. Contractors employed by Town will be required to sign in at the school office upon arrival unless accompanied at all times on campus by a readily identifiable Town staff member as described hereinabove.
4. Before any Town employee or volunteer has direct interaction with students or comes on school property under this contract as part of that person's job, and annually beginning after the effective date of this contract, the Town shall conduct a check of each such employee or volunteer on the State Sex Offender and Public Protection Registration Program and the State Sexually Violent Predator Registration Program (together, the "State Registration Programs") as well as the National Sex Offender Registry (the "National Registry"). In such circumstance, the Town shall check the State Registration Programs by using the on-line database of the North Carolina Department of Justice found at <http://sexoffender.ncdoj.gov/disclaimer.aspx>, as such web address may be changed from time to time. The Town shall also check the National Registry by using the on-line database of the United States Department of Justice found at <http://www.nsopw.gov/Core/OffenderSearchCriteria.aspx>, as such web address may be changed from time to time. No Town employee or volunteer who is found listed on either the State Registration Programs or the National Registry as a result of the above-referenced searches shall have any direct interaction with students under this contract as part of that Town Employee's job. In addition, no Town employee or volunteer shall be assigned to perform any activity under this contract as part of that person's job on school property if prohibited from being on school property by N.C. Gen. Stat. § 14-208.18.
5. Town shall provide adult supervision of staff, visitors, participants and parents to ensure their safety and well-being during Town-sponsored events or programs.
6. Town shall be responsible for providing security, per mutually agreed upon guidelines, for Town events.
7. Board shall provide supervision, per Board policies and procedures, during Board-sponsored events or programs.
8. Board shall be responsible for providing security during Board-sponsored events or programs, per the Board's policies and procedures.

D. Fees/Charges.

1. Board and Town agree that, except as expressly stated in this Agreement, there shall be no additional fees and/or charges associated with each party's use of the TLAs or BLA unless mutually agreed upon.
2. Notwithstanding the foregoing, Board may establish and retain fees for the use of the TLAs by third parties for events scheduled by the Board pursuant to Paragraph 7.B.5 of this Agreement.

E. Income from Program.

3. Board and Town agree that the income from Town programs operated on TLA(s) that are subject to this Agreement shall go to the Town.
4. Board and Town agree that the income from Board programs and events, such as receipts from school ball games or fundraisers, shall go to the school.

F. Rental fees.

Board and Town agree that rental fees collected for TLA #1 and #2 will be recorded on a WCPSS Facility Use Application, Form 2900, and shall be disbursed on a quarterly basis to the parties of this agreement based upon a mutually agreed upon distribution of rental fees collected.

G. Concession Operations on TLA #1 and #2.

1. NGMS shall have the first right of refusal to operate concessions on the NGMS premises that are subject to this agreement. If NGMS exercises its right of refusal, the Town or its program agent may operate the concessions.
2. Income from concessions shall go to:
 - a. The Town or its program agent when the Town operates the concessions.
 - b. The Board or its designee when the Board operates the concessions.
 - c. If the concession is operated by the Town or its program agent for Board purposes, it is agreed that a mutually agreed upon percentage of the proceeds shall go to the Board.
3. Concession building shall be cleaned after each use.
4. Town shall not store its supplies at NGMS without the express written consent of the school principal.

10. TLA Allocation of Maintenance and Repair Responsibilities:

A. General Guidelines

1. Board and Town designees shall meet at least twice each year to evaluate maintenance issues, coordinate calendars, and schedule access for routine maintenance.
2. Board and Town shall reasonably inspect and monitor the conditions, identify damage, denote safety issues and/or repair concerns of the TLAs and provide timely notice to the other party and of any adverse findings.
 - a. Town shall be responsible for general cleanup activities and programs for Town sponsored activities and shall ensure the site is left in both appearance and safety level acceptable to the Board.
 - b. Board shall be responsible for general cleanup activities and programs for Board sponsored activities and shall ensure the site is left in both appearance and safety level acceptable to the Town.
3. To the extent necessary, Board shall allow time to be scheduled during the school day for Town to access the facility to provide routine and preventive maintenance and repairs to TLAs as prescribed in this Agreement. Maintenance work shall be coordinated between the Board and Town designees to ensure:
 - a. Minimal disruption of the school day.
 - b. The availability of necessary maintenance resources.
 - c. The safety of the area is being maintained.

B. Maintenance.

1. Routine, preventive, and major maintenance shall be performed as prescribed by the Maintenance Charts located at Exhibit A of this Agreement.
2. The Town agrees to maintain Board Property at industry standards or WCPSS standards, whichever is higher and in accordance with Attachment A.
3. The Town shall plan and coordinate all maintenance with the Board designee. Any repairs disapproved by the Board designee shall not be implemented.
4. The Town agrees to keep the property and any improvements subject to this Agreement in a safe and secure condition at all times, and ensure that any equipment, materials, or supplies brought on to board property are removed or safely stored when not in use.

- 11. Utilities.** All utility costs necessary for the operation of the NGMS baseball field and subject to this Agreement, such as field lighting, concession stand operations, restrooms, scoreboard, water for irrigation, etc., shall be the responsibility of the Town. WCPSS - Community Schools shall bill

community users for their use based on a mutually approved fee schedule and remit the Town's portion of fees collected to Town.

12. **Insurance.** The Town shall maintain at all times during the term of this Agreement and during any and every extension thereof public liability insurance in the amount of \$1,000,000/\$2,000,000, or the minimum required by North Carolina State Law, covering personal injury for each accident or occurrence growing out of the Town's use or maintenance of the said Town Licensed Areas and at least \$1,000,000 or the minimum required by North Carolina State Law to cover property damage growing out of each accident or occurrence. The Board shall be named as an additional insured on all insurance policies. The Town shall furnish the Board with evidence of such insurance and of its renewal as the premiums become due. The Town shall provide the Board with thirty (30) days prior written notice of any reduction in coverage or cancellation of such insurance. Town agrees to obtain Fire and Hazard insurance in the amount equal to the replacement value of the insurable structure and areas. The Board shall maintain at all times during the term of this Agreement and during any and every extension thereof public liability insurance per Board policy. The Board and Town are each responsible for insuring replacement value of their respective personal property.
13. **Use of Care.** The Town acknowledges that construction pursuant to this Agreement will take place on a school site at which children, school employees, and members of the public are present. The Board and Town shall take reasonable care under the circumstances to protect and secure the construction area to minimize the possibility of injury to students, staff and the public from construction activity and equipment and materials used in connection with the construction activity. The Board and Town agree to keep the TLAs in a clean and safe condition and to ensure that any equipment, materials, or supplies brought onto the BRES campus site by Board or Town are properly and safely stored when not in use. Nothing in this Agreement is intended to or shall be construed to create any rights or remedies in third parties.
11. **Open to Wake County Residents.** The Town agrees to provide program services within the space available to all residents of Wake County, although it is understood that there may be differentials in fees charged for services offered to individuals who live outside the corporate limits of Garner.
12. **Nondiscrimination.** Neither Town nor Board shall engage in unlawful discrimination against any employee or applicant for employment because of race, color, creed, sex, age, religion, or national origin. Neither the Town, the Board, or their employees shall unlawfully discriminate against any person or organization on the basis of race, color, creed, sex, age, religion, or national origin by refusing to furnish such person or organization services for privileges offered to or enjoyed by residents of Wake County, nor shall the Town, Board, or their employees publicize the facilities provided hereunder in any manner that would directly or inferentially reflect negatively on any person because of race, color, creed, sex, religion or national origin.
13. **Nonperformance.**
In the event either party should fail to keep, perform or abide by any material term, condition or covenant of this Agreement for a period of thirty days after written notice of such failure by the non-breaching party, then in addition to any other remedies available at law or equity, the non-breaching party shall have the right to remedy such nonperformance. In such event, the breaching party shall reimburse the non-breaching party for any expenses incurred by the non-breaching party in effecting such remedy. Such reimbursements shall be due and payable within thirty days after receipt by the breaching party of written notice specifying the amount due. If the Board is the non-breaching party, it may suspend Town use of its property until the Town demonstrates to the Board's satisfaction that Town has corrected its breach and is fully performing its obligations under the terms, conditions, and covenants of this Agreement.
14. **Default/Termination.**

- A. In the event either party should fail to keep, perform or abide by any term, condition or covenant of this agreement for a period of sixty (60) days after written notice of such failure by the non-breaching party, then the non-breaching party may elect to terminate this Agreement upon thirty (30) days written notice. If Town is the breaching party and Board should exercise this right of termination, then and in that event, Town shall relinquish any interest in any of the improvements made to TLAs under this Agreement and no reimbursement shall be due. Town shall leave TLAs in a condition acceptable by the Board.
 - B. If the Town should exercise this right of termination at any time during the term of this Agreement, then and in that event, Town shall complete any improvements begun on TLAs and leave the areas in a condition that is safe and accessible to the Board. The Town shall relinquish any interest Town may have in any of the improvements that Town made to TLAs under this Agreement and no reimbursement shall be due the Town.
 - C. In the event that the Town determines it no longer needs the use of the TLA's, the Town may terminate the contract by giving 180 days written notice.
15. **Notices.** All notices, requests, approvals, or consents required to be given hereunder shall be in writing and hand delivered or sent by certified mail, return receipt requested, postage prepaid, and addressed as follows:

Board: The Board of Education
Wake County Public School System
c/o Wake County Public School System
Attention: Superintendent
5625 Dillard Drive
Cary, North Carolina 27518

w/copy to: Wake County Public School System
Attention: Real Estate Services Senior Director
1429 Rock Quarry Road, Suite 116
Raleigh, North Carolina 27610

Town: Town Manager
Town of Garner
900 Seventh Avenue
Garner, NC 27529

or to such other address as either party may specify in the manner hereinabove prescribed.

- 16. **Severability.** In the event any term or provision of this Agreement shall be adjudged to be partially or completely invalid or unenforceable, then such term or provision shall be severed from this Agreement, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 17. **Preservation and Care of Public School Property.** Board and Town agree to regulate the use of NGMS in the Board's discretion to best maintain the property and to prevent deterioration of the property. Board and Town shared use of TLAs shall continue so long as its use is consistent with the proper care and preservation of the public school property.
- 18. **Non-Assignment.** The Town may not assign this Agreement. The Town may use Board Property only as provided in this Agreement and the Town shall not allow any other person, organization, or corporation to use Board Property without the express written permission of the Board.
- 19. **Entire Agreement.** The Board and Town agree that this document and its Attachments listed below constitute the entire agreement between the two parties and may only be modified by a

written mutual agreement signed by the parties.

- A. Attachment A - Maintenance Charts
- B. Attachment B - Diagram showing Board Licensed Area #1
- C. Attachment C - Diagram showing Town Licensed Areas #1 and #2

20. Applicable Law

All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

- 21. **Agreement in Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Wake County Board of Education has caused this Agreement to be signed by its Chair, attested by its Secretary, and sealed with its corporate seal, and the Town of Garner has caused this Agreement to be signed by its Mayor, attested to by the Town Clerk, and sealed with its seal, by order of the respective governing boards duly given the day and year first written above.

WAKE COUNTY BOARD OF EDUCATION

By: _____ (SEAL)
Monika Johnson-Hostler, Chair

(Affix Corporate Seal)

ATTEST:

By: _____ (SEAL)
Cathy Q. Moore, Secretary

NORTH CAROLINA

WAKE COUNTY

The undersigned, a Notary Public of the County and State aforesaid hereby certified that Cathy Q. Moore personally appeared before me this day, and being duly sworn by me acknowledged that she is Secretary of the Wake County Board of Education, and that by authority duly given and as the act of the Board the forgoing instrument was signed by its Chair, sealed with its corporate seal and attested by her as its Secretary.

Witness my hand and notarial seal this _____ day of August, 2018.

My Commission expires: _____
Date Notary Public

(Notary Seal)

TOWN OF GARNER

By: _____ (SEAL)
Mayor

(Affix Corporate Seal)

ATTEST:

By: _____ (SEAL)
Town Clerk

NORTH CAROLINA

WAKE COUNTY

The undersigned, a Notary Public of the County and State aforesaid, hereby certified that _____ personally appeared before me this day, and being duly sworn by me, acknowledged that he/ she is Town Clerk of the Town of Garner, and that by authority duly given and as the act of the Town, the forgoing instrument was signed by its Mayor, sealed with its corporate seal and attested by him/her as its Town Clerk.

Witness my hand and notarial seal this ___ day of August, 2018.

My Commission expires: _____
Date Notary Public

Attachment A:
Maintenance Charts

North Garner Middle School
Garner, North Carolina

Maintenance Charts
Attachment A

Baseball Field – TLA #1			
Maintenance and Repair Item:	Responsible Party for Funding:	Responsible Party for Performance of Task:	Maintenance Classification:
Add infield material	T	T – See Note # 4	ROUTINE
Aerate (2X/year)	T	T – See Note # 4	ROUTINE
Backstops –fabric repair/ replacement	T	T – See Note # 4	ROUTINE / MAJOR
Bleachers	T	T – See Note # 4	ROUTINE / MAJOR
Dugouts	T	T – See Note # 4	ROUTINE
Fertilize (3X/year)	T	T – See Note # 4	ROUTINE
Fence repair	T	T – See Note # 4	MAJOR
Herbicide – Pre-emergent (1X/year)	T	T – See Note # 4	ROUTINE
Herbicide – Spot	T	T – See Note # 4	ROUTINE
Infield dragging	T	T – See Note # 4	ROUTINE
Infield renovation/rework/disk infield	T	T – See Note # 4	MAJOR
Irrigation - Head/valve repair - Clean valves, heads - Replace valves, heads	T	T – See Note # 4	ROUTINE
Irrigation winterization (1X/year)	T	T – See Note # 4	ROUTINE
Landscaping • Lawn maintenance to include edging • Trim trees, shrubs, etc.	T	T – See Note # 4	ROUTINE
Line field	T	T – See Note # 4	ROUTINE
Maintenance/ Storage Building	T	T – See Note # 4	ROUTINE / MAJOR
Mowing (i.e., edging/trimming/ blowing)	T	T – See Note # 4	ROUTINE
Replace irrigation controller	T	T – See Note # 4	MAJOR
Repair/replace pump assembly	T	T – See Note # 4	MAJOR
Score-box	T	T – See Note # 4	ROUTINE / MAJOR
Seed, over-seed - (1X/year – Bermuda) - (1X/year - Winter Rye)	T	T – See Note # 4	ROUTINE
Other routine maintenance items not mentioned above to be negotiated	T/S	T – See Note # 4	ROUTINE
Other major maintenance items not mentioned above to be negotiated	T/S	T – See Note # 4	MAJOR

NOTE:

1. S = School T = Town
2. Primary Responsible Party has the financial responsibility for personnel, equipment, travel, and supplies to provide the service to maintain the standard levels.
3. Secondary Responsible Party is financially responsible for the additional maintenance requested or required to supplement primary party's maintenance levels.
4. Property is to be maintained at or above the WCPSS minimum standards.
5. Charts provide a general reference for maintenance requirements and are not intended as an inclusive list of responsibilities. Additional maintenance issues shall be discussed and scheduled during the site's scheduling meetings conducted three times a school calendar year.

Concession and Restroom/Storage Buildings – TLA #1				
Maintenance Item:	Responsible Party for Funding:		Responsible Party for Performance of Task:	Maintenance Classification:
Concession equipment: (i.e., refrigerator, ice machine, etc.)	T	100%	T – See Note # 4	ROUTINE
Door repair / replacement	T	100%	T – See Note # 4	ROUTINE / MAJOR
Graffiti removal	T	100%	T – See Note # 4	ROUTINE
Landscaping • Edging • Lawn maintenance • Trim shrubs/trees/etc.	T	100%	T – See Note # 4	ROUTINE
Light bulb replacement	T	100%	T – See Note # 4	ROUTINE
Light fixture replacement	T	100%	T – See Note # 4	MAJOR
Plumbing repair / replacement: - Faucets - Sinks - Pipes - Toilets, etc.	T	100%	T – See Note # 4	ROUTINE / MAJOR
Roof repair / replacement	T	100%	T – See Note # 4	ROUTINE / MAJOR
Sewer system	T	100%	T – See Note # 4	ROUTINE / MAJOR
Trash collection and removal	T	100%	T – See Note # 4 Note: User to collect and remove trash to the dumpsters after each use	ROUTINE
Utility expenditures - Electric - Gas - Water	T	100%	T – See Note # 4	ROUTINE
Utility service lines - Sewer - Electric - Gas - Water	T	100%	T – See Note # 4	ROUTINE / MAJOR
Vandalism repair	T	100%	T – See Note # 4	ROUTINE / MAJOR
Wall repair - Patching - Painting, etc.	T	100%	T – See Note # 4	ROUTINE / MAJOR
Winterization of building	T	100%	T – See Note # 4	ROUTINE
Other routine maintenance items not mentioned above	T	100%	T – See Note # 4	ROUTINE
Other major maintenance items not mentioned above	T	100%	T – See Note # 4	MAJOR

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Field Lights – TLA #1			
Maintenance Item:	Responsible Party for Funding:	Responsible Party for Performance of Task:	Maintenance Classification:
Breaker replacement	T	T – See Note # 4	ROUTINE
Bulb replacement	T	T – See Note # 4	ROUTINE
Electric repairs	T	T – See Note # 4	MAJOR
Fixture replacement	T	T – See Note # 4	MAJOR
General inspection	T	T – See Note # 4	ROUTINE
Pole replacement	T	T – See Note # 4	MAJOR
Other routine maintenance items not mentioned above	T	T – See Note # 4	ROUTINE
Other major maintenance items not mentioned above	T	T – See Note # 4	MAJOR

Field Scoreboard – TLA #1				
Maintenance Item:	Responsible Party for Funding:		Responsible Party for Performance of Task:	Maintenance Classification:
Bulb replacement	T	100%	T – See Note # 4	ROUTINE
Control unit replacement or programming	T	100%	T – See Note # 4	ROUTINE
Contractor(s) or manufacturing representative needed	T	100%	T – See Note # 4	MAJOR
Control box replacement	T	100%	T – See Note # 4	MAJOR
Replace electrical wiring	T	100%	T – See Note # 4	MAJOR
Other routine maintenance items not mentioned above to be negotiated	T	100%	T – See Note # 4	ROUTINE
Other major maintenance items not mentioned above to be negotiated	T	100%	T – See Note # 4	MAJOR

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3. Secondary Responsible Party is financially responsible for the additional maintenance requested or required to supplement primary party's maintenance levels.
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NGMS South Parking Area - TLA #2				
Maintenance Item:	Responsible Party for Funding:		Responsible Party for Performance of Task:	Maintenance Classification:
Lights – bulbs, poles, etc.	S	100%	S – Per WCPSS standards	ROUTINE / MAJOR
Re-surfacing asphalt	S	100%	S – Per WCPSS standards	MAJOR
Paint parking spaces and directional arrows	S	100%	S – Per WCPSS standards	ROUTINE
Repair asphalt	S	100%	S – Per WCPSS standards	ROUTINE
Trash collection and removal	T/S		T/S – User responsible for trash collection and removal after each use	ROUTINE
Other routine maintenance items not mentioned above to be negotiated	T/S		T/S – See Note # 4	ROUTINE
Other major maintenance items not mentioned above to be negotiated	T/S		T/S – See Note # 4	MAJOR

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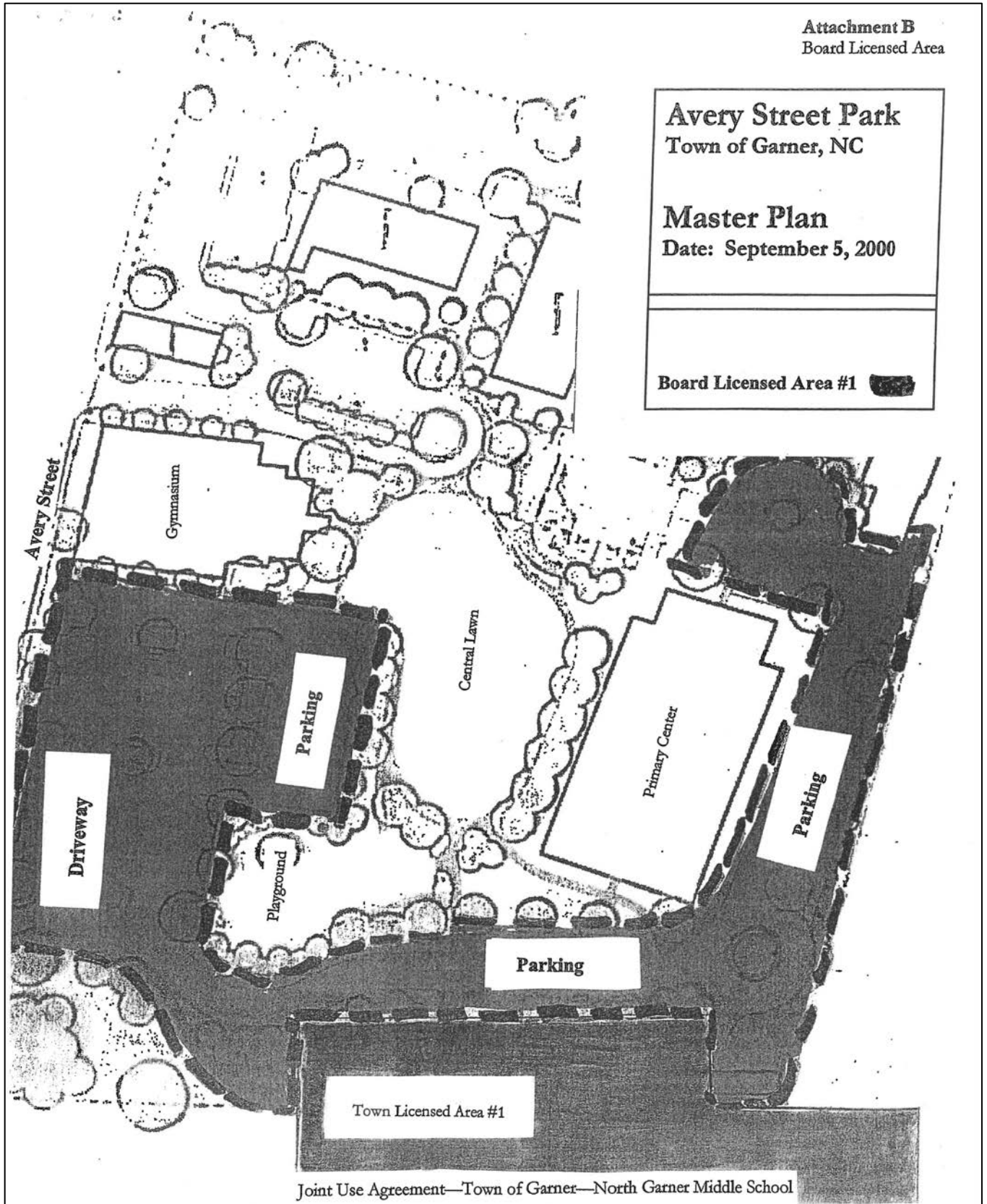
Attachment B:
Board Licensed Areas (BLAs)

Attachment B
Board Licensed Area

Avery Street Park
Town of Garner, NC

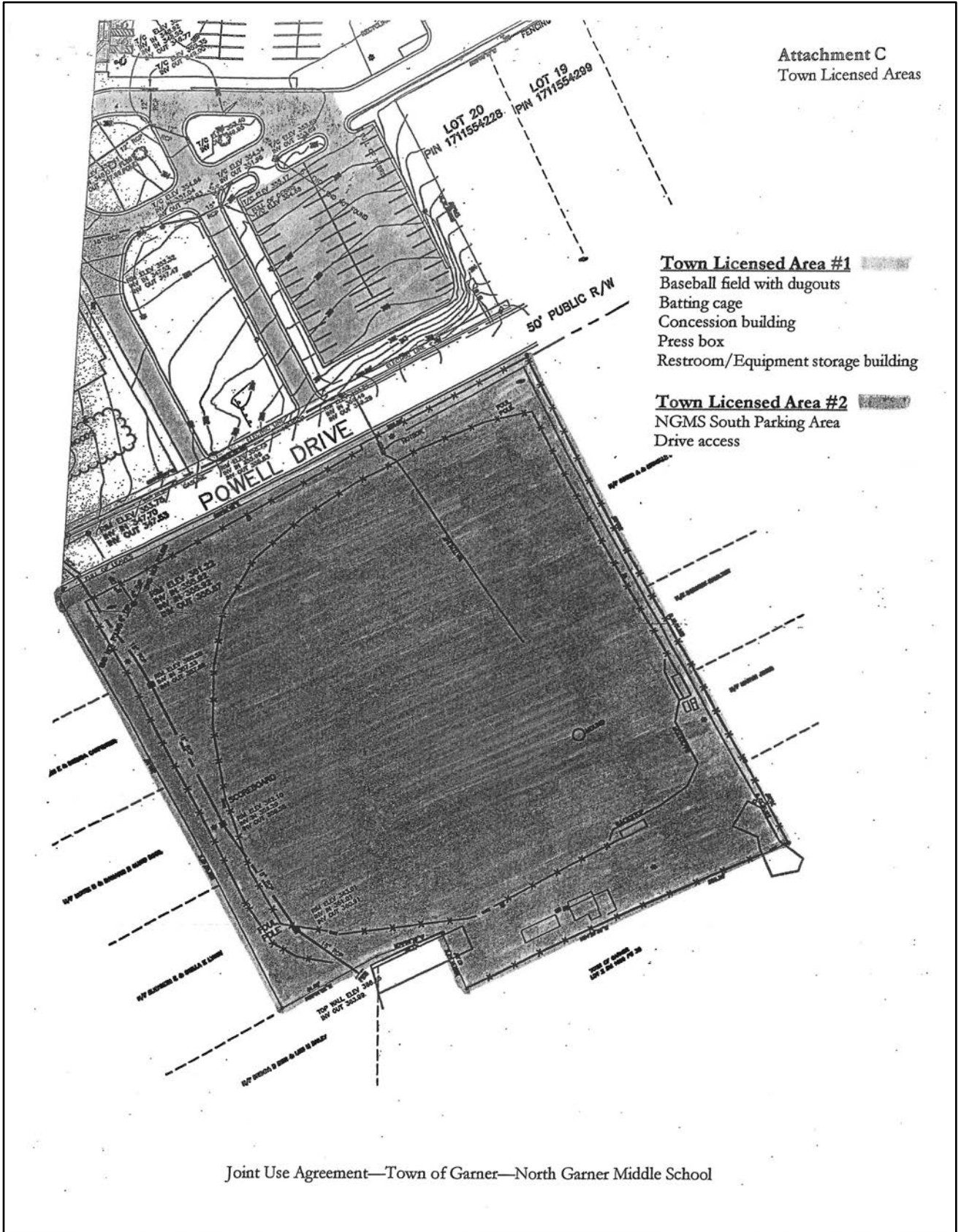
Master Plan
Date: September 5, 2000

Board Licensed Area #1 



Joint Use Agreement—Town of Garner—North Garner Middle School

Attachment C:
Town Licensed Areas (TLAs)



Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: August 21, 2018		
Subject: PRCR Comprehensive Plan Scope of Services Proposal		
Location on Agenda: Old/New Business		
Department: PRCR		
Contact: Sonya Shaw, PRCR Director		
Presenter: Sonya Shaw, PRCR Director		
<p>Brief Summary:</p> <p>After reviewing and evaluating five Request for Proposal (RFP) responses to the PRCR Comprehensive and Greenway Plan, McAdams was selected as consultant for plan development services.</p>		
<p>Recommended Motion and/or Requested Action:</p> <p>Authorize the Town Manager to execute contract for Comprehensive and Greenway Plan development services.</p>		
<p>Detailed Notes:</p> <p>The Comprehensive Plan covers a 10-year period and is required for PRCR to maintain national accreditation standards. Plan covers citizen survey, community input, stakeholder/focus group meetings, recreation trends analysis, facility, park and program assessments, park operations and maintenance review, and budget review and analysis. Greenway Plan Update will include community input, stakeholder/focus group meetings, review, evaluation and recommendations on existing conditions, proposed trail alignments and connectivity gaps, and cost estimates.</p>		
Funding Source:		
Cost: \$119,660	One Time: <input checked="" type="radio"/>	Annual: <input type="radio"/> No Cost: <input type="radio"/>
<p>Manager's Comments and Recommendations:</p> <p>Sections on liability in review by Town Attorney are subject to change based on past contracts.</p>		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	SS	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

July 13, 2018

Revised August 6, 2018

Mrs. Sonya Shaw
Department Director
Garner Parks, Recreation + Cultural Resources
209 East Garner Road
Garner, North Carolina 27529

**RE: Comprehensive Parks, Recreation + Cultural Resources Plan
Garner, North Carolina
FOR-18244**

Dear Mrs. Shaw:

We look forward to the opportunity to work with you and to provide master planning and design services for the above referenced project.

PROJECT UNDERSTANDING:

Objectives:

It is McAdams' understanding that the Town of Garner wishes to develop a comprehensive parks, recreation, cultural resources open space and greenways master plan for a ten-year planning horizon. The below outlines a scope of services needed to complete the master plan.

PROPOSED SERVICES + FEES

We propose the following services (Alphanumeric task numbers are for internal coding purposes):

PART I: PARKS, RECREATION + CULTURAL RESOURCES

D11.00 Kick-Off Meeting + Review of Existing Planning Documents:

FEE: \$3,885

We will begin the planning process by conducting a kick-off meeting with Town of Garner Parks, Recreation and Cultural Resources Department (TGPRCRD) staff and other Town staff as desired to review the project goals and objectives, establish lines of communication, finalize the project schedule, outline the public engagement process, and begin gathering data. The greenway planning process will also be discussed during this meeting to provide additional efficiencies and coordination.

Upon completion of the kick-off meeting with Department staff, Team members will meet with TGPRCRD staff as well as Town Planning, Transportation, and Engineering Staff for an overview of the various physical factors within the Town environs, including future growth, environmental issues, planning policy, and overall demographic profiles, statistics, etc.

This task will also include a comprehensive review of adopted plans and studies such as the Town's comprehensive plan, Unified Development Ordinance, or any other relevant planning documents such as transportation plans, previous comprehensive parks and recreation plans, or similar studies.

D11.10 Review of Demographics + Recreation Trends:

FEE: \$2,750

The Consulting Team will utilize the Town's projections and supplement with census tract demographic data obtained from Environmental Systems Research Institute, Inc. (ESRI), the largest research and development organization dedicated to Geographical Information Systems (GIS) and specializing in population projections and market trends. For comparison purposes data will also be obtained from the U.S. Census Bureau. This analysis will provide an understanding of the demographic environment for the following reasons:

- > To understand the market areas served by the park and recreation system and distinguish customer groups;
- > To determine changes occurring in the Town and region, and assist in making proactive decisions to accommodate those shifts; and
- > To provide the basis for Equity Mapping and Service Area Analysis.

The Town's demographic analysis will be based on US 2010 Census information, 2018 updated projections, and 5 (2023) and 10 (2028) year projections. The following demographic characteristics will be included:

- > Population density
- > Age Distribution
- > Households
- > Gender
- > Ethnicity
- > Household Income

From the demographic base data, sports, recreation, and outdoor trends are applied to the local populace to assist in determining the potential participation base within the community. For the sports and recreation trends, the Consulting Team utilizes the Sports & Fitness Industry Association's (SFIA) 2017 Study of Sports, Fitness and Leisure Participation, and ESRI local market potential. Additional recreation trends will be outlined using data sources such as participation trends from the Outdoor Foundation on outdoor recreation trends and current NRPA publications.

D11.15 Site Inventory, Analysis and GIS Mapping:

FEE: \$6,450

The team will conduct a two day site tour with TGPRCRD staff, visiting all current Town owned and operated parks and recreation facilities. The goal to observe general park conditions as a basis for planning and general recommendations. This task will include documentation of overall park conditions, safety, visual appearance, maintenance and equipment condition rather than a detailed documentation of existing park conditions, which will not be included in this scope. The assessment will summarize our findings and include high level recommendations for general improvements and renovations for use in future CIP's.

To better understand the existing level of service found within the Town, the team will review inventory of all public facilities found within the Town's limits. In order to complete this task, the inventory shall be provided by the Town in Excel format, and include items such as number of park acres, types of facilities (ie, park, trail, recreation center), and individual park amenities (ie, playgrounds, courts, fields, etc.).

The team will obtain readily available GIS data from the Town and prepare a base map depicting the following features:

- > Aerial photography
- > Parcel Lines + Major neighborhoods
- > Existing parks and recreation facilities (locations / addresses / PIN numbers to be provided by the Town if ArcGIS layers are not available).
- > Primary transportation routes,
- > Environmental features (streams, lakes, sensitive habitats, etc),
- > Jurisdictional boundaries

Finally, each park will be assigned a park classification (mini park, neighborhood park, community park, etc) with an associated walk and or drive distance depicted. The map will demonstrate where there are gaps in service as it relates to public parks, and will be used as the basis for recommendations aimed at providing equal distribution of parks and recreation offerings across the Town, as well as to identify possible locations for land acquisition.

D11.20 Community Engagement:

FEE: \$9,775

Public participation will be integrated throughout the study and will focus on maximizing input from all segments of the Town's population through interactive activities. This effort will ensure a mission and vision that is championed by the community and reinforced through recommendations. Where possible, public engagement will include solicitation of feedback related to greenway planning. To achieve efficiency in the public participation process, the following activities will be conducted:

- > *2 Public Open Houses
- > Traveling Trunk Show
- > 3 Focus Groups with Civic Organizations + Educational Partners
- > 2 Stakeholder Meetings with the following groups:
 - Seniors Advisory Board
 - * Parks, Recreation + Cultural Resources Advisory Board

*Indicates feedback on the Meadowbrook Park Master Plan will also be included in the meeting.

McAdams will provide flyers advertising any public open house events for distribution by the Town. The Town shall be responsible for supporting the advertising of all meetings, facility reservations and / or rentals, and providing refreshments if desired. Format and location will be determined with Staff at the kick-off meeting.

Public Open House Events – The intent of public open house events is to solicit feedback from the general public related to recreation (parks, trails, programs) satisfaction, user preferences, and needs + wants of the community. The meetings will solicit information including community values, desire park amenities, ways in which residents use trails, and desire trail routes and destinations. At least one of the public open houses will be used to solicit additional input for the Meadowbrook Park Master Plan.

Traveling Trunk Show – The project team will spend an afternoon visiting up to three civic destinations (identified by the Town) to solicit additional information from various community groups that may also represent underserved populations. The intent is for participants to provide feedback similar to the public open house events, at destinations they visit as part of their normal routine.

Focus Groups – Civic Organizations + Educational Partners - There are many civic organizations and local area partners who are advocates, supporters and participants in the parks and recreation activities in the Town. Consequently, engaging these audiences in the process will be important to garnering support of the plan. We will utilize existing meetings and events already scheduled by each organization to provide

briefings and conduct the survey. Organizations such as the Chamber of Commerce, Convention and Visitors Bureau, Wake County Schools, the Optimist Club, Civitan and local arts groups and others identified by the Town will be targeted. Up to three meetings with civic organizations as identified by the Town will be conducted.

Stakeholder Meetings – Community Organizations - We will facilitate three stakeholder meetings combining community organizations including the Parks + Recreation Advisory Board and Senior Citizen Advisory Board. The format will be presentation style followed by an open discussion.

D11.25 Staff Meetings:

FEE: \$5,950

To solicit feedback from Town staff and Council, the team shall facilitate the following community additional staff meetings:

- > **2 Staff Meetings / Briefing:** This meeting will be in addition to the kick-off meeting outlined in task D11.00 above, and the visioning session outlined in task D11.45 below. One additional staff meeting will be used to solicit additional information from the Town, as well as coordination of efforts and draft results. The second, to deliver a final department briefing on draft recommendations before they are released for public comment.
- > **4 Council Presentations:** This scope provides for the following Council meetings:
 - 1 Council Briefing when the inventory + assessment and scientific survey results have been finalized
 - 2 presentations of the draft recommendations to solicit feedback and comment from Council
 - 1 presentation to Council for final adoption

L11.20 Statistically Valid Public Input Survey:

FEE: \$10,500

The team shall conduct the survey in a method that provides statistically valid data to identify current demands and future trends regarding recreation facilities, greenways, programs, events, and festivals. This will be accomplished by administering a statistically valid random sample survey to a minimum of 300 households within Town of Garner for use in short and long-range planning.

The team has the capabilities of administering the survey by mail, internet, or phone. However, we recommend using a combination of mail, internet, and phone. Given the negative impact Caller ID has on phone survey response rates in recent years and the need to ensure diverse populations are well represented, we offer the combination mail / internet / phone to maximize the overall level of response. This approach enables the team to control the distribution of the survey instrument so that respondents closely match the census demographics for the Town. It is anticipated that the survey will be up to 6 pages

in length and take approximately 13-16 minutes to administer over the phone. This length will allow for 25-28 questions to be asked, many with multiple components. Overall results for the survey will have a 95% level of confidence with a margin of error of + / - 5% overall.

The survey will be developed so that it can be seamlessly integrated into other master planning tasks. Questions will address a full range of strategically important issues such as:

- > Usage and satisfaction with current recreation facilities and programming.
- > The need for and identification of future programming.
- > The need and unmet need for indoor and outdoor recreation facilities.
- > Support for various revenue generating alternatives.
- > Partnership development.
- > Overall service delivery.

The team will conduct up to eight cross-tabular comparisons of survey results by key demographic factors, such as gender, age of respondent, length of residency, income, users / non-users of recreation services, location of household, etc.

D11.30 Park Classifications:

FEE: \$1,600

The team will develop park classification standards based on national standards (ie, mini park, neighborhood park, etc.) and unique characteristics of the Town's system. Such classifications will be defined by size, character, typical amenities, service area (walk and drive times), maintenance standards and basic design standards.

D11.35 Benchmarking:

FEE: \$2,350

The team will benchmark data from other comparable systems throughout the State and Southeast that are of similar size, demographics and structure, which will be gathered and input into a table for comparison to the department's existing LOS. Data may be gathered by contacting benchmarking agencies through phone interviews, in-person meetings, and / or mailed surveys. A benchmarking report will be generated to demonstrate how the Town compares to benchmarked agencies with regard to metrics such as park acreage, FTE's, greenway miles, capitol and operational budget, and cost recovery.

D11.40 Level of Service (LOS):

FEE: \$1,900

During this phase, the team will utilize data gathered from reviews of current conditions, inventory, analysis, and public input to establish the existing Level of Service (LOS) within the parks and services provided. LOS may include (but are not limited to) metrics such as acres of parkland (open space) per 1,000 population, number of facilities per 1,000 population, operating budget per resident or acreage of parkland, miles of trails per 1,000 population, full time equivalent (FTE's) staff per acres of parkland, etc. Based on the community and staff input, national standards and best practices, user preferences as identified within the survey data and public input collected, and benchmarking data, a set of goals for future LOS will be determined. The goals will help establish the long-range vision for future improvements to facilities, program participation, revenue recovery, and other metrics used to measure department performance.

D11.45 Vision + Mission + Goals / Objectives:

FEE: \$3,050

The team will facilitate a one day visioning work session with TGPRCRD staff to develop the department's vision and mission for the future. An overall department vision will be established, along with a vision statement for parkland, facilities, programming, financials, and operations. This effort will serve as the basis for development of related goals, objectives and policies. Such recommendations will be prioritized, resulting in the action and implementation plan. This proposal assumes and recommends attendance by McAdams and PROS Consulting.

L11.11 Program Assessment:

FEE: \$3,450

Recreation programs and special events are the backbone of park and recreation agencies. This assessment will review how well the Department aligns itself with community needs. The goal of this process is to provide recreation program enhancements that result in successful and innovative recreation program offerings. The Consulting Team will provide insight into recreation program trends from agencies all around the Town. The process includes analysis of:

- > Age segment distribution.
- > Lifecycle analysis.
- > Core program analysis and development.
- > Similar provider analysis / duplication of service.
- > Market position and marketing analysis.
- > Review of program development process.

- > Backstage support, or service systems and agency support needed to deliver excellent service.

Ultimately, the outcome of the process will be the creation of a dynamic recreation program plan that results in increased registration, drives customer retention and loyalty, improves customer satisfaction, and increases revenues. Additionally, it will help focus staff efforts in core program areas and create excellence in those programs deemed most important by program participants.

L11.12 Operational + Maintenance Review:

FEE: \$5,350

The Consulting Team will review and refine, if necessary, maintenance protocols for parks, open spaces and trails to ensure appropriateness, efficiency, and sustainability. The plan will identify recommendations for routine and preventative maintenance programs, work management, asset lifecycle management, customer feedback program, performance measurements, staffing levels and equipment managements.

The Consulting Team can also perform an analysis of the Town's current practices to evaluate its operational situation. This analysis will identify future Town organization and staffing needs, improved operational efficiencies, policy development, process improvements, system and technology improvements, and marketing / communication opportunities. This review will include comparison of current policies with national standards of best practice agencies. The Consulting Team will recommend policies and adjustments to current policies where enhancements may be needed or gaps are identified.

L11.13 Financial + Budget Analysis:

FEE: \$4,250

The team will perform an analysis to document the financial situation of the Department. The financial analysis will examine the budget, pricing policy, user fees, current and other revenue generating opportunities, grant opportunities, and the revenue forecast. This analysis will identify the financial situation of the Department with three primary goals:

- > To understand the financial dynamics to further advance the understanding of operations gained through the work described above.
- > To review funding and accounting practices to inform accurate financial fund tracking and strategic decision making.
- > To seek opportunities to improve the financial sustainability of the Department including evaluating expenditures and increasing current and new sources of revenue.
- > Impact fees for parks

This review will include a comparison of current policies with national standards of best practice agencies. The Consulting Team will recommend policies and adjustments to current policies where enhancements may be needed or gaps are identified.

L11.14 Arts Assessment:

FEE: \$3,050

The Consulting Team will complete an arts program assessment for the Department, which will look at the vision for art programming in the system. The analysis will look at the adequacy of art programs and participant satisfaction, the mix of art program types and ages served, partners and resources needed. Funding options to support arts programming will be presented, and may include sources such as All for Arts (United Way type of support by residents of the community), Art Program Enhancement Grants, Area Funds from businesses, Revitalization Funds and Outside Resources. Lastly, recommendations will be provided on priorities for Garner programs for the arts, priority areas to focus on, as well as a partnership strategies to enhance and diversify art programming for all residents across the Town.

D11.50 Health + Wellness Assessment:

FEE: \$2,650

Health based recommendations and policy revisions will be provided for all key focus areas of the plan being:

- > Parks + facilities (including greenway trails)
- > Programs (recreation programming)
- > Operations (internal department functions)
- >

For each of the key focus areas, the team will prepare a health and wellness assessment to evaluate the relationship between the key focus areas and the environment (air + water quality) along with all dimensions of health (mental, physical, occupational, etc.). Specifically, the assessment will:

- > Propose policy changes or implementation;
- > Identify health benefits resulting from user participation in parks and recreation and connection to the outdoors;
- > Gather data from local Health Alliance organizations to support development of performance measures to track health behaviors and outcomes;
- > Identify recommendations to:
 - Improve policy aimed at achieving health outcomes;
 - Improve healthy environments through park facilities and amenities (exercise equipment, community gardens and produce production, trails, etc.);
 - Promote a unified and connected system of parks that offer equitable access (geographically, financially, age, and ability level) to parks and open space;

- Enhance social cohesion and policies (such as tobacco free parks) through the built environment; and
- Include provisions for health + wellness based programming.

Health based recommendations for each focus area will be incorporated into the action plan with associated strategies and achievable action items for short, mid, and long term priorities.

D11.55 Draft Master Plan:

FEE: \$5,350

Based on all data collected and analyzed with comparison to the level of service goals established within the level of service task, the team will begin to formulate specific recommendations for each area of focus for the Town's Parks and Recreation Department (land, facilities, operations, programs, financing). In addition to recommendations for new facilities, specific recommendations may include improvements within the existing facilities and parks such as areas of maintenance, replacement, expansion, and/or modification. The plan will also identify geographic gaps of service and provide useful information regarding locations for new facilities, parks and future land set asides. The master plan will make specific recommendations related to parks + facilities, the arts, programs, operations + maintenance, finances and health outcomes.

D11.60 Action / Implementation Plan:

FEE: \$7,750

Based on the Master Plan recommendations as identified above, the team will prepare an Action Plan that outlines the priority needs based on a 10-year planning horizon. The plan will include the recommendations that were identified by the team during the planning process. Also, a strategies section of the plan will be included that identifies potential sources of funding and land acquisition strategies. Each action item will be prioritized as short term, mid-term, or long term. The draft plan will be presented to Staff for comment. Based on such review comments, the Action Plan will be finalized and the final Master Plan will be presented at a Town Council meeting for approval and adoption.

Part I Fee Summary: \$80,060

Optional Services**L11.15 Funding + Revenue Strategies:**

FEE: \$2,150

Funding strategies will be developed based in part on our review and analysis of the facilities as well as the national experience brought by the Consulting Team. The Consulting Team has identified numerous

funding options that can be applied to the Master Plan based on the community values. The funding strategies to be evaluated for recommendations will include at a minimum:

- > Fees and charges options and recommendations.
- > Endowment / Non-profit opportunities for supporting operational and capital costs.
- > Sponsorships to support programs, events, and facilities.
- > Partnerships with public / public partners, public / not-for-profit partners and public / private partnerships.
- > Dedicated funding sources to support land acquisition and capital improvements.
- > Development agreements to support park acquisition, open space and park and facility development.
- > Earned income options to support operational costs.
- > Land or facility leases to support operational and capital costs.

PART II: GREENWAY MASTERPLAN UPDATE

While both the 2007 Parks, Recreation, Open Space and Greenway Master Plan and the Garner Forward Transportation Plan address greenway planning and connectivity, neither provide an up-to-date nor comprehensive Town-wide network with clearly identified corridors.

It is McAdams' understanding that the Town of Garner wishes to complete a update to the greenway recommendations presented in the 2007 Parks, Recreation, Open Space and Greenway Master Plan, develop a Town-wide master plan for a network of greenway corridors, and present strategies for executing the plan over time. The goal of the plan is to enable the Town to achieve their vision of a connected greenway network by identifying feasible, constructible routes and providing supporting information to facilitate well-informed decision making.

The study will include evaluation of existing conditions, validation of proposed trail alignments developed to date, defined corridors, analysis of of gaps in sidewalk and greenway connectivity, identification of opportunities and constraints along proposed corridors, acquisition opportunities and recommendations for trail surfacing and typical cross sections. Finally, development of preliminary design and cost estimates along with creation of an achievable plan with prioritized phasing will be provided.

Assumptions:

This proposal is based on the following assumptions:

- > GIS or other georeferenced data (AutoCAD) will be provided to the project team that reflects the Greenway & Sidewalk recommendations presented in the 2007 Parks, Recreation, Open Space and Greenway Master Plan and the Garner Forward Transportation Plan.

- > This proposal is for trails and greenways planning only and does not include detailed feasibility studies, design or engineering. Other services offered by McAdams including but not limited to preparation of site specific Civil Engineering and Landscape Architecture services are not included.
- > Architectural improvements, construction and permit documents are not included in this agreement.
- > McAdams will work closely with the Town of Garner Parks, Recreation and Cultural Resources Department (TGPRCRD) staff and other departments to complete the study. McAdams will be provided information from the TGPRCRD staff as necessary to complete the study.
- > Access to applicable Town facilities will be made available.
- > Any additional consultants or services beyond those specifically indicated within the proposal, will be additional.

PROPOSED SERVICES + FEES:

We propose the following services (Alphanumeric task numbers are for internal coding purposes):

D11.00 Task A – Project Kickoff + Project Advisory Committee Input:

FEE: [See Task D11.00 of Part I Above](#)

The greenway planning kickoff meeting will be held simultaneously with the comprehensive parks and recreation plan kickoff meeting. See Task D11.00 of Part I.

D11.70 Existing Conditions:

FEE: \$7,500

Existing Conditions Base Map - An accurate, comprehensive digital base map for the study will be essential to analyze critical information and issues / opportunities, develop and analyze alignments and connections, and present clear information to interested stakeholders. Using the base map prepared in Task D11.15 of Part I, this task will gather additional data related to greenway planning, including coordination of information and data from various local and state agencies. Other additional data gathered specifically to address greenway planning will include:

- > Relevant GIS layers from previous planning efforts including georeferenced data reflecting all proposed greenway and sidewalk needs (provided by the Town).
- > Additional GIS data such as right-of-ways, topography, streams, flood plain, utilities, easements, and other information);
- > Land Use and Zoning;
- > Cultural, Historic and Archeological Resource inventories;
- > Property ownership / tax map data;
- > Local and regional trail connections; and
- > Street, on-road bicycle and pedestrian facilities connections;

- > Points and places of interest.

The above features shall be from readily available sources such as GIS; local, county or state web resources; or other on-line sources of data.

Review of Relevant Planning Documents – The project team will review relevant planning documents such as the 2007 Comprehensive Parks, Recreation, Open Space and Greenway Master Plan, goals of the Garner Forward Transportation Plan, and other studies considering greenway and connectivity planning. This task will also include a review of relevant local, neighboring community, county and regional plans, studies and policies related to greenways and trails.

The team will review the recommendations provided in the above documents, identify those that have been completed and confirm those that remain priorities for the Town (see page 47-52 of the 2007 Comprehensive Parks, Recreation, Open Space and Greenway Master Plan). Those that remain a priority will be incorporated into the greenway master plan.

Validate Proposed Greenways

Using proposed greenway corridors presented in the 2007 Comprehensive Parks, Recreation, Open Space and Greenway Master Plan and Garner Forward Transportation Plan, the team will validate the corridors and consolidate proposed corridors. The validation process will:

- > Identify gaps in sidewalks, greenways and access to transit stops.
- > Identify priority destinations
- > Highlight issues and opportunities related to the proposed greenway corridors - based on a desktop review of the proposed corridors, we will identify key issues and opportunities including:
 - Existing and potential connections and trailheads;
 - Potential improvements to adjacent infrastructure;
 - Significant land uses and points of interest;
 - Environmental conditions;
 - Cultural, Historic & Archeological Resources;
 - Land division and ownership conditions;
 - Alignment Challenges / Opportunities including:
 - Stream crossings
 - Challenging grades
 - At-grade road crossings
 - Crossing beneath bridges
 - Observed wetlands.
 - Natural areas to be avoided/included
 - Relationship to adjacent property uses
 - Opportunities for coordination with stream restoration projects

The final deliverable will be an opportunities and constraints map for proposed greenway corridors and connections Town-wide. This will be used as the basis for recommended alignment revisions that will be incorporated into the greenway network plan (Task D11.85 below).

D11.75 Community Input + Guidance:

FEE: \$5,500

The Team understands that seeking input from interested citizens, businesses, property owners and organizations is vital to the success of the trails and greenways feasibility in the Town of Garner. In addition to the public engagement process facilitated as part of the Comprehensive Parks and Recreation Plan, public input specific to greenway planning will allow the community to express concerns, contribute ideas, and gain a better understanding of a unified greenway system as it relates to the them and their Town.

Our goal is to establish a process that affords the greatest amount of input at critical stages in the planning process. We will tailor the public input process once our team has had the opportunity to meet with staff; the project advisory committee and local officials. We recommend the following as a basis for discussion:

- > **Public Open House** - Use one of the public engagement open houses in task D11.20 of Part I above to:
 - Introduce the project and gauge public support;
 - Solicit and compile public comment;
 - Fulfill requests for information;
 - Develop an email contact list for interested parties;
 - Share and refine critical issues, goals and objectives; and
 - Discuss the Base Map regarding issues and opportunities.
- > **Public Workshop** - Facilitate one additional public workshop dedicated to greenway planning to discuss preliminary designs developed in D11.85 below. Feedback from this workshop will be used to refine the alternative alignments as part of the network analysis.
- > **Interjurisdictional Coordination** - A meeting will be held with adjacent jurisdictions and regional planning staff to discuss larger greenway network plans, connections points, maintenance and other coordination issues.
- > **Focus Groups** - Facilitate up to three (3) focus group meetings with elected officials and key staff members to provide a trails and greenways informational meeting and review of the connectivity planning process.

D11.80 Staff Meetings + Coordination:

FEE: \$3,500

To ensure a high level of coordination with Town staff from multiple departments, the Team will facilitate up to two additional staff meetings used to brief Town staff on project status, preliminary results, and draft recommendations.

The team will also deliver a presentation of the final plan at a final department briefing to receive any remaining comments before releasing the document for public comment.

Note: All briefings and draft presentations to Town Council will be prepared and delivered in concert with those listed in task D11.25 of Part I. This scope allows for one (1) additional focused presentation for Council Adoption listed in Task D11.95 of Part II below.

D11.85 Greenway Network Analysis:

FEE: \$8,250

Network Development

Based on the opportunities and constraints map developed in the validation task above, the team will consolidate all proposed greenway corridors into one Town-wide network plan. The plan will incorporate any updates to greenway routing based on opportunities and constraints identified above, to minimize environmental impact, reduce cost and improve user safety and experience.

This network will seek to connect desired locations (schools, parks, business districts, employment centers etc.) with greenways, multi-use paths and/or sidewalk/bike lane pairs to provide a complete system of biking and walking alternatives. The network will be designed to suit a wide range of users and serve all Garner residents. Greenway network analysis will reflect the input from citizens, Town staff, elected officials, stakeholders, and adjacent jurisdictions. Network recommendations will complement Garner planning efforts including land use, zoning, transportation and utility expansion plans.

Prioritize Corridors

Once the network plan is developed, the team will establish evaluation criteria for ranking priority corridors based on community, staff and elected official input. Ranking criteria will be developed prior to evaluating any alternatives and will be used to rank greenway corridors in later phases of the project. Creating consensus around priorities early in the process results in more objective evaluation of alternatives.

Typical Cross Sections

The Team will prepare typical cross sections of the trails and greenways illustrating the relationship between the components at various locations. Town of Garner design requirements, along with building standards, functionality, and aesthetics will be the primary focus in generating cross sections. In addition, the Team will prepare a clear set of design standards that will be useful in future detailed design and engineering. The following publications will serve as the foundation of these recommendations:

- > NACTO’s Urban Bikeway Design Guide & Urban Street Guide;
- > AASHTO Guide for the Development of Bicycle Facilities & Guide for the Planning, Design, and Operation of Pedestrian Facilities;
- > Manual on Uniform Traffic Control Devices;
- > Americans with Disabilities Act;
- > NCDOT Statewide Pedestrian and Bicycle Plan, Complete Streets Guidelines; and
- > Key elements, conclusions and recommendations will be summarized as they relate to a Townwide greenway network.

D11.90 Master Plan Refinement + Action Plan + Adoption:

FEE: \$14,850

Based on all data collected and analyzed, along with input gathered from the public, the alignment options will be refined to detail costs for acquisition, construction, maintenance and operations. The overall network will be broken into segments with logical begin and end points suitable in length and scope for individual projects. For each segment, we will develop an action plan that includes prioritized investment, property acquisition and additional studies required for implementation over a ten (10) year planning horizon.

The Team will identify potential implementation strategies including land acquisition, funding sources specific to greenway planning, design and construction; compile criteria and requirements, and relate anticipated schedule of funding to the target projects. Costs of the projects will be compared with funding needs, so that long term programming for local matching funds can be accomplished. The Team shall explore various funding options from public and private sources to determine availability and requirements for grants.

- > Potential funding sources include (but are not limited to):
 - Local public works and parks and recreation;
 - PARTF;
 - NC Clean Water Trust Management Fund;
 - Federal government;
 - TEA-21 and other NCDOT, FHWA funding;
 - Nonprofit organizations;

- Corporate sponsors;
 - Zoning requirements;
 - Development fees; and
 - Developer Financed Construction.
- > The plan will be presented to Staff for review and comment. Following revisions based on comments, a public meeting will be held to solicit feedback regarding the Master Plan.
 - > Based on final review comments the Action Plan will be revised and incorporated within the overall Master Plan document, along with a brief executive summary for review by the elected officials and staff, and provided to the Department staff for their use and adoption. The team shall make one presentation to the Town of Garner Town Council to adopt the plan.
 - > Interim and Final Deliverables
 - 3 hard copies and 1 electronic copy (pdf) of the draft Master Plan;
 - 3 hard copies and 1 electronic copy (pdf) of the final Master Plan;
 - GIS data for use by Town’s Planning Department; and
 - 2 full sized copies (24x36) and 1 electric copy of the Town of Garner Trails and Greenways Network Plan.

Part II Fee Summary: \$39,600 (excluding detailed corridor studies outlined below)

D11.98 Task G - Detailed Corridor Studies:

FEF: \$4,000 Per Corridor (2-3 Mile Segments each). Number of corridors to be determined through above planning process. The Town will approve the detailed corridor study scope for each segment prior to McAdams beginning work.

- > For corridors selected by the Town, the Team will conduct site tours with staff to various current greenway and trail corridors to inventory and observe conditions as a basis for planning. It is anticipated that key segments will be visited based on available access, which may be representative of the overall greenway or trail corridor. The following areas are anticipated to be included in site visits / tours:
 - Portions of various existing trails and greenways (to become more familiar with existing system and areas for improvements).
 - Key sections along stream corridors.
 - Key intersections.
- > Throughout these site visits, we will document conditions via digital photography and field notes. Inventory information, such as number of elements along existing trails and greenways will be verified by TGPRCRD staff.

- > Corridor analysis for each greenway and trail shall be performed to determine opportunities and constraints regarding placement of the alignment. Alignment recommendations will be based on best practices for greenway location given topography, floodplain impacts, road crossings, tributary stream crossings, major stream crossings, wetlands, crossings beneath existing road / rail bridges, adjacent land uses and overall user experience. Analysis will be developed with permitting, construction, maintenance and user experience in mind.

- > Analysis will also investigate opportunities to pair greenway development and land acquisition with stream restoration and conservation efforts. Greenway and stream restoration projects complement each other in many cases and can increase grant funding opportunities. Key destinations and activity hubs shall be identified to clearly show the connectivity thorough the system. When multiple options are discovered, a matrix indicating alignment factors will be shown so that each option can be easily evaluated. This analysis shall be broken down into key segments which can be shown at a large enough scale for the public to review.

- > The Team will prepare Greenway Segment Cut Sheets for each greenway segments. Each cut sheet will include:
 - A network map showing where segment is located
 - A detailed segment map, which identifies streams, roads and property ownership
 - A general description of segment
 - Photos of key elements along segment
 - Routing challenges and opportunities addressing
 - Topography
 - Stream crossings
 - Floodplain impacts
 - Observed wetlands
 - Road crossings
 - Property Impacts
 - Number of parcels
 - Current Property ownership
 - Rough estimation of needed acreage
 - Routing alternatives
 - Notes of any issues or existing discussions with property owners
 - Stream restoration opportunities
 - Recommendations
 - Alignment will be noted on map
 - Rough bridge locations and lengths
 - Road crossings with appropriate crossing details (i.e. signalized, hi-vis crosswalks etc.)
 - Cost Estimates

- Land acquisition costs – based on available tax values
 - Engineering / Design costs – a range based on construction costs will be provided. Notes for special issues that could impact a specific segment budget will be included.
 - Construction Costs - Note: Instructions for properly estimating costs will be included. McAdams and staff will select a general construction year for all cutsheets. These costs can then be easily escalated by staff for any given construction year desired.
 - Note: the plan will include a section on maintenance costs that can be applied to any segment.
- Special segment related notes

EXTRA SERVICES

J. Additional Services:

When requested by the Owner and confirmed by the Owner and / or Firm in writing, the Firm shall perform services in addition to those described above in this Agreement and the Owner shall compensate the Firm by hourly charges in accordance with the attached Rate Schedule.

PROJECT SCHEDULE

The Firm's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project.

The time limits and schedule set forth above have been agreed to by the Client and Firm, but the time limits and schedule shall be extended for (1) reasonable cause, or for (2) any delays associated with the Firm's work on the project that are not the sole responsibility of the Firm.

CLIENT'S RESPONSIBILITIES

Client shall be responsible for the following:

- > Notification to proceed
- > Timely approval of draft reports presented for Client approval
- > If needed, timely providing of information from other professional services
- > Payment of all application and permit fees
- > Payment of Engineering invoices
- > Notification to project manager of any problems
- > Provide all data as outlined herein, including, but not limited to, relevant GIS data, and current and projected population data and trends

EXCLUSIONS

The following services are not included in this Agreement:

- > Court appearances for litigation, or preparation for same
- > Revised directives from Client after the site investigation has begun
- > Design, engineering or surveying services not specifically described herein
- > Environmental investigations that are wetland / stream delineations, wetlands surveying, wetlands permitting
- > Detailed traffic studies or engineering

GENERAL CONDITIONS

- > This proposal is valid for 30 days from the above date
- > Owner and / or Client are responsible for all application and permit fees

CONCLUSION

We appreciate this opportunity to propose our services. We are eager to pursue this project further and thank you for your consideration.

Sincerely,

MCADAMS



Rachel Cotter, RLA
Assistant Director, Public Sector

RC/lgh

Enclosures

ACCEPTANCE

By: _____

Date: _____

Name: _____

Title: _____

1. Specifications for contract by hourly charge, the following rates apply

ROLE	RATE	ROLE	RATE
Principal-in-Charge	\$175 / hour	Designer	\$90 / hour
Senior Project Manager	\$150 / hour	Senior CAD Technician	\$105 / hour
Project Manager	\$115 / hour	CAD Technician	\$85 / hour
Senior Project Engineer	\$130 / hour	Senior Environmental Professional	\$130 / hour
Project Engineer	\$110 / hour	Environmental Professional	\$110 / hour
Engineering Intern	\$90 / hour	Environmental Technician	\$90 / hour
Senior Landscape Architect	\$150 / hour	Survey Director	\$140 / hour
Landscape Architect	\$115 / hour	Survey Project Manager	\$120 / hour
Landscape Designer	\$90 / hour	Project Surveyor	\$95 / hour
Senior Planner	\$130 / hour	Survey Technician	\$65 / hour
Planner	\$115 / hour	Survey Crew (2 Man)	\$130 / hour
GIS Technician	\$100 / hour	SUE Project Manager	\$120 / hour
Graphics / Media Design	\$75 / hour	SUE Technician	\$65 / hour
Technical / Grant Writer	\$85 / hour	Administrative Assistant	\$65 / hour
Senior Technical Manager	\$140 / hour	Construction Services Manager	\$135 / hour
Technical Manager	\$110 / hour	Construction Services Professional	\$110 / hour
Senior Designer	\$115 / hour	Construction Observation	\$95 / hour

Hourly services are recorded and rounded to the nearest 1/4 hour.

2. The following charges apply on all contracts, for copies of plans and specifications sent out of the Engineer's office (to Owner, City regulatory agencies, bidders, contractor, other consultants, etc.):

ITEM	FEE	ITEM	FEE
Oversize + Color Rep.	\$3.00/each	Oversize Mylar Sepia	\$20.00/each
Paper Reproductions	\$2.00/each	Mylar Sepia	\$15.00/each
Specifications	\$0.10/each	Paper Sepia	\$5.00/each

3. The following rates are charged in addition to the above fees:

ITEM	FEE
Fees Paid for Permits and Applications	Cost Plus 10%
Outside Photocopying, Travel, Overnight Delivery, Postage for Mass Mailings	Cost Plus 5%
Subcontractor Invoices	Cost Plus 12.5%

4. Fees are subject to adjustment at the beginning of each calendar year.
5. Projects are billed on a monthly basis and invoices are due upon receipt. Invoices which have been not been paid within 30 days are past due and subject to finance charges of 1.5% per month.

OWNER'S INITIALS _____ **DATE** _____

The proposal submitted by THE JOHN R. McADAMS COMPANY (“CONSULTANT”) is subject to the following terms and conditions (collectively referred to as the “Agreement”) and, by accepting the proposal or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. Payment

The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.

In light of the obvious advantage of resolving questions and disputes regarding CONSULTANT’s services and invoices quickly, CLIENT will notify CONSULTANT, in writing, of any questions or dissatisfaction which it may have regarding the cost, quality or appropriateness of services provided related to an invoice within ten (10) days of the invoice date. If CLIENT fails to provide such notice to CONSULTANT, CLIENT agrees that it waives its right to dispute the accuracy and appropriateness of all or part of the invoice.

If the CLIENT fails to make payment to the CONSULTANT within 30 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 60 days from invoice date, the CONSULTANT may terminate the Agreement and/or initiate legal proceedings to collect the fees owed, plus other reasonable expenses of collection including attorney’s fees.

2. Notification of Breach or Default:

The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission or inconsistency arising out of CONSULTANT’s work or any other alleged breach of contract by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of or should have become aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency or breach.

3. Representations of CLIENT:

CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT’s invoice to make payment in full for the services rendered by CONSULTANT.

4. Ownership of Instruments of Service:

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT, CONSULTANT shall make available to CLIENT copies of all plans and specifications.

5. Change Orders:

CONSULTANT will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Agreement or CONSULTANT's scope of work. CONSULTANT will give CLIENT written notice within ten (10) days of a Change Order of any resulting increase in CONSULTANT's fees. Unless CLIENT objects in writing within five (5) days, the Change Order becomes a part of this Agreement.

6. Site Operations:

CLIENT will arrange for right-of-entry to the property for the purpose of performing studies, tests and evaluations pursuant to the agreed services. CLIENT represents that it possesses necessary permits and licenses required for all ongoing activities at the site. If CONSULTANT is advised or given data in writing that shows the presence of underground or overground obstructions, such as utilities, CONSULTANT will give special instructions to our field personnel. However, CONSULTANT is not responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions, owned by CLIENT or third parties. CONSULTANT will take reasonable precautions to minimize damage to the property caused by our operations. CONSULTANT's fee does not include any cost of restoration due to any damage which may result and CONSULTANT is not responsible for any such repairs unless CONSULTANT fails to take reasonable precautions. If CLIENT desires CONSULTANT to repair such damage, CONSULTANT will comply and add the cost to our fee. Field tests or boring locations described in CLIENT's reports or shown on sketches prepared by CONSULTANT are based on specific information furnished by others or estimates made in the field by CONSULTANT's personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in CONSULTANT's proposal or report.

7. Hazardous Substances:

The CLIENT agrees to advise the CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into this Agreement or of providing Services hereunder, the CONSULTANT does not assume control of, or responsibility for, the Project Site or the person in charge of the Project Site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the project site that may present a potential danger to the public, health, safety or environment except where required of the CONSULTANT by law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site and CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of work under this Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination except to the extent that CONSULTANT has negligently caused such pollution or contamination.

8. Assignment and Third Parties:

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other which shall not be unreasonably withheld. However, nothing contained herein shall prevent

or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

9. Project Site:

Should CLIENT not be owner of the project site, then CLIENT agrees to notify the OWNER(s) of the aforementioned possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend and hold CONSULTANT harmless against any claims by the CLIENT or persons having possession of the site through the Owner which are related to such alteration or damage.

10. Sample Disposal:

At CLIENT's written request, CONSULTANT will retain preservable test specimens or the residue therefrom for 30 days after submission of our report free of storage charges. After the initial 30 days and upon written request, CONSULTANT will retain test specimens or samples for a mutually acceptable storage charge and period of time. CLIENT agrees that CONSULTANT is not responsible or liable for loss of test specimens or samples retained in storage. In the event that samples contain hazardous constituents, CONSULTANT will (1) return such samples to CLIENT, or (2) using a manifest signed by CLIENT as generator, will have samples transported to a location selected by CLIENT for final disposal. CLIENT agrees to pay all costs associated with the storage, transport, and disposal of samples. CLIENT recognizes and agrees that CONSULTANT is acting as a bailee and at no time assume title to said materials.

11. Equipment Contamination:

CONSULTANT will endeavor to clean our laboratory and field equipment which may become contaminated during the conduct of the Services. Occasionally, such equipment cannot be completely decontaminated because of the nature of the hazardous materials encountered. If this occurs, it will be necessary to dispose of the equipment in a manner similar to hazardous samples. CLIENT agrees to pay CONSULTANT the fair market value of any such equipment that must be disposed of in that manner.

12. Survival:

All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations, and CONSULTANT's rights and remedies with respect thereto, shall survive completion of the expiration or termination of this Agreement.

13. Unforeseen Occurrences:

If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which, affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original scope of services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the scope of services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

14. Force Majeure:

Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

15. Standard of Care:

CONSULTANT shall perform Agreement for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the project. There are no other warranties, expressed or implied, including warranties of merchantability or fitness for a particular purpose that will or can arise out of the services provided by CONSULTANT or this Agreement.

16. Waiver of Consequential Damages/Limitation of Liability:

CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

17. Safety:

CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT'S own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents or employees.

18. Arbitration:

Any claim or other dispute arising out of or related to this Agreement shall be subject to Arbitration. Such claims and disputes shall first be subject to non-binding mediation, and if mediation is unsuccessful, shall be subject to Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Any demand for Arbitration shall be filed in writing with the other party and with the American Arbitration Association.

19. Independent Contractor:

In carrying out its obligations, CONSULTANT shall be acting at all times as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work

20. Termination:

Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all

costs incurred, non- cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

21. Severability:

If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by the law.

22. No Waiver:

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or difference in character.

23. Merger, Amendment:

This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and negotiations, written and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

24. Choice of Law:

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: August 21, 2018		
Subject: Meadowbrook Scope of Services Proposal		
Location on Agenda: Old/New Business		
Department: PRCR		
Contact: Sonya Shaw, PRCR		
Presenter: Sonya Shaw, PRCR		
Brief Summary: After reviewing and evaluating eleven Request for Proposal (RFP) responses to the Meadowbrook Park Master Plan, McAdams was selected as consultant for master plan development services.		
Recommended Motion and/or Requested Action: Authorize the Town Manager to execute contract for Meadowbrook Park master planning and design services.		
Detailed Notes: Services include the development of a master plan for Meadowbrook which includes citizen survey, community input, stakeholder/focus group meetings, site review, assessment and analysis, conceptual design alternatives, final master plan design and operational costs analysis.		
Funding Source:		
Cost: \$74,905	One Time: <input checked="" type="radio"/>	Annual: <input type="radio"/> No Cost: <input type="radio"/>
Manager's Comments and Recommendations: Sections on liability in review by Town Attorney are subject to change based on past contracts.		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	SS	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

July 13, 2018

Revised August 1, 2018

Mrs. Sonya Shaw
Department Director
Garner Parks, Recreation + Cultural Resources
209 East Garner Road
Garner, North Carolina 27529

**RE: Meadowbrook Park Master Plan
Garner, North Carolina
FOR-18237**

Dear Mrs. Shaw:

We look forward to the opportunity to work with you and to provide master planning and design services for the above referenced project.

PROJECT UNDERSTANDING:

Objectives:

It is McAdams' understanding that the Town of Garner wishes to develop a conceptual master plan for Meadowbrook, a historically African American golf course purchased recently by the Town. It is also our understanding that the goal of the master plan is to transition the golf course into a public park. The following outlines the scope of services we propose to complete the conceptual design.

Assumptions:

This proposal is based on the following assumptions:

- > This proposal is for master planning services only. Other services offered by McAdams, including but not limited to, preparation of site specific Civil Engineering and Landscape Architectural construction and permit documents can be provided under a separate agreement.
- > McAdams will work closely with Town of Garner staff within the Parks and Recreation Department to complete the plan. McAdams will be provided information necessary to complete the plan.
- > Access to Meadowbrook Park will be made available during the project via the Town of Garner Parks and Recreation Director.
- > Any additional consultants or services beyond those specifically indicated within the proposal will be additional.

- > Previously completed geotechnical reports, investigations and studies will be provided to McAdams by the Town.

PROPOSED SERVICES + FEES:

We propose the following services (alphanumeric task numbers are for internal coding purposes):

D11.00 Kick-Off + Existing Conditions:

FEE: \$4,485

Park History / Planning Perspective - McAdams will coordinate with Town of Garner Parks, Recreation, and Cultural Resources (TGPRCR) and Planning Staff to understand the park's history and regulatory context. As part of this process, we will review:

- > Documents or literature relating to the site's history;
- > *Applicable planning documents (land use plans, zoning ordinances, greenway master plans, comprehensive parks and recreation plan, demographics, etc.);
- > Previously completed site assessments and related studies; and
- > *Other relevant planning documents, studies, or regulatory ordinances.

Site Analysis - McAdams will complete a site analysis, including *one site visit to assess the existing physical, environmental, and aesthetic condition of the park to gain an understanding of the general context of the site (site access, adjacent land uses, proximity to other parks and civic uses, pedestrian connections, general character, etc.).

Electronic Base Map Preparation - This task includes preparation of an electronic base map (GIS data to be provided by the Town of Garner) to reflect existing conditions such as existing land uses, zoning, utilities, property limits, natural features, and sensitive environments (wetlands, streams, floodways / floodplain), adjacent roads, easements, utilities, site access, topography, existing structures, paving, etc.

Site Suitability Study – Based on the site analysis and based data collected, the project team will provide a site suitability study to evaluate which areas of the site are most suitable for various intensities of development. The site suitability study will inform the appropriate location of park program elements and amenities.

** Indicates project task(s) that will be combined with the Comprehensive Master Plan and have fees captured in the Comprehensive Master Plan fee proposal.*

- *Savings: \$1,000*

A4.20 Preliminary Wetland / Stream Assessment:

FEE: \$3,000

(for use in the PARTF Grant Application – see Allowances below). McAdams will conduct a preliminary assessment of the proposed project location for jurisdictional waters of the U.S. The site will be traversed on foot and the soils, vegetation, and hydrology will be evaluated and potential wetland areas examined by procedures described in the 1987 Corps of Engineers Wetland Delineation Manual and Appropriate Regional Supplements. Our team will evaluate the extent of streams subject to the Neuse River Riparian Buffer Rules. Since this is a preliminary assessment of jurisdictional waters, the only the start of the stream channels subject to Neuse Buffers will be flagged, however, approximate locations of streams and wetlands will be located with hand-held GPS devices. The end-product will include a digitized map showing the approximate location of any jurisdictional areas, referenced above.

A4.30 Endangered Species Assessment:

FEE: \$1,200

McAdams will conduct a threatened and endangered species assessment of the project area for Federally Listed Threatened and Endangered Species. The property will be traversed on foot to examine potential habitat and biotic communities which may indicate the presence of the listed species. Visual observations of actual species will be noted, if found. Biological conclusion/opinions will be rendered based on the field examination. The end product will include a report/correspondence submitted to US Fish and Wildlife Service requesting concurrence and comment (for use in PARTF grant applications).

A4.41 Phase I Cultural Resource Assessment:

FEE: \$1,200

A cultural resource literature review of the North Carolina State Historic Preservation Office (SHPO) National Registry records will be conducted to determine if there are any recorded archeological sites, historic structures, cemeteries, or historic properties within the project area and/or within 0.25 miles of the project boundary. The project area will be traversed on foot to assess the potential presence of cultural resources. The end product will include a report/concurrence submitted to SHPO requesting concurrence and comment (for use in PARTF grant applications).

A4.10 Preliminary Stormwater Management Analysis:

FEE: \$2,070

McAdams will perform a master planning level assessment and due diligence for all stormwater requirements for the park renovations. Based on the desired improvements, McAdams will calculate preliminary impervious percentages for the selected conceptual design, including preliminary stormwater

management facility sizing for peak flow rate and/or water quality SCM's based on the Town of Garner's stormwater development requirements, water supply watershed regulations and any increases in impervious percentage for the site.

A6.10 Preliminary Utility Review:

FEE: \$750

Our team will provide a preliminary review of existing civil utilities for the property. The review will include desktop review of publicly available design, as-built, or system network information provided to McAdams for potable water, fire protection, storm drain, and sanitary sewer. No capacity analysis or modeling will be provided as part of this analysis.

D11.45 Community Engagement / Needs Assessment:

FEE: \$8,250

Our overall approach to the needs assessment and community engagement will be to leverage the results of the Parks + Recreation Comprehensive Plan planning process as well as combine community input meetings where appropriate to minimize scope redundancies. The community engagement scope that will include the following meetings:

- > 2 Public Open Houses
- > 2 Parks + Recreation Advisory Board Meetings
- > Adjacent Neighborhood Meeting
- > Public Opinion Survey

Two (2) Public Open Houses - McAdams will facilitate two public engagement workshops (event advertising and venue provided by the Town) throughout the design process. The format of the workshop will be determined collaboratively by design team and TGPRCR staff, but will be all-inclusive, transparent, and engaging.

This proposal recommends the two workshops take place during the following key project milestones:

- > Initial community engagement workshop to solicit input on proposed park program elements and amenities, park character, and perceived recreation needs.
- > Presentation of the master plan for feedback and comment.

Techniques McAdams staff have proven successful on past projects include: design charrettes, mapping workshops, power point presentations, "design your own park" workshops, GIS stations, "Councilman / Woman for a Day," presentation of google-earth fly-throughs and 3D photomontages, "less and more" activities, SWOT analysis, visual preference surveys, and survey questionnaires.

McAdams will provide meeting minutes and documentation of the workshop adequate to meet a PARTF grant application requirements.

***Two (2) Parks + Recreation Advisory Board Meetings** – The design team will attend up to two Parks + Recreation Advisory Board Meetings to solicit information regarding park preferences, and present the draft master plan.

Note: This proposal is based on combining one of the two advisory board meetings with one of the two public input meetings.

** Indicates that one of the two Advisory Board Meetings will be combined with one of the two Advisory Board meetings dedicated to the Comprehensive Master Plan, and have fees captured in the Comprehensive Master Plan fee proposal.*

- *Savings: \$1,250*

Adjacent Neighborhood Meeting - The design team will facilitate one design charette specifically for residents of adjacent neighborhoods, or property owners within +/- 200 feet of the park.

Public Opinion Survey - The project team will rely heavily on the scientific survey prepared as part of the most recent Parks + Recreation Comprehensive Plan. In addition to those results, the team will prepare and facilitate a public opinion survey to further solicit input regarding park preferences related specifically to Meadowbrook Park. The survey will be administered via free on-line software, such as Survey Monkey.

D11.10 Visioning Session:

FEE: \$4,500

The project team will facilitate a half day visioning session with park stakeholders (to be identified by the Town). The visioning session will synthesize information collected through the site analysis and community engagement process to develop preliminary design ideas and an overall “vision” for the park. The visioning session will be in a charette format, intended to engage participants and develop innovative and thoughtful design solutions informed by site and budget realities, in a collaborative way.

D11.15 Conceptual Design Alternatives:

FEE: \$12,750

Based on information gathered from the site analysis, coordination with TGPRCR Staff, public input, and outcomes of the visioning session, McAdams will develop up to two preliminary concept plans for review by Town staff. The concept plans will depict the overall design concept, active and passive recreation

elements, location of amenities, vehicular and pedestrian circulation, parking, landscaping, accessibility, site history, and overall park character defined by materiality, site furnishings, and way finding signage.

The two concept plans will be presented to staff for comment and discussion. Town staff shall select one of the concepts for further refinement. The selected design concept will be further refined based on staff comments, resulting in a final master plan conceptual design. The final conceptual design will be presented in a plan view, 24" x 36" color graphic rendering.

L11.10 Architecture:

FEE: \$12,000

The project team will utilize outcomes of the Parks and Recreation Comprehensive Master Plan, site visit, community engagement and visioning session to develop a program for facility spaces and structures for the park. This will include identifying spatial needs and functions of proposed structures and buildings for the park. The project team will provide a summary of recommendations, square footage requirements based on the programming exercise for any new structures recommended, and associated precedent images to assist in capturing the architectural style of the structures. Architectural renderings may be provided to enhance the overall design package and visual communication of the architectural elements. Such services are listed under Optional Services below.

Deliverables include:

- > A recommendation narrative for the overall architectural concept.
- > A space program for the facilities based on the public/owner/stakeholder feedback provided during the community engagement and visioning exercise.
- > Precedent images to assist in capturing the architectural style of the buildings/structures.

D11.20 Final Master Plan:

FEE: \$11,500

McAdams will prepare a final master plan document including the final master plan design and a summary of the process and findings/recommendations. At a minimum, the master plan will include a project overview (executive summary), park history and planning perspective, summary of the site analysis (including environmental findings and storm water requirements), summary of recreational needs based on documentation of the public workshop and stakeholder interviews, summary of the visioning session, discussion of concept alternatives (pros + cons), and narrative describing the final design solution.

This task will also include presentation at two Town Council Meetings (\$2,000) and 3D animations for use as marketing collateral for presentations to decisionmakers and the public (\$3,500).

L11.20 Cost Estimate:

FEE: \$4,400

The design team will provide a master plan level estimate of probable cost for the final master plan design. Our team of skilled cost estimators and extensive project experience has allowed us to develop a database of construction costs from which to draw.

D11.25 Service Provider / Operational Analysis + Pro Forma:

FEE: \$8,800

Service Provider Analysis – The Project Team will analyze all major direct and indirect service providers. Direct and indirect service providers will be based on typical services/programs administered in similar parks. This data will be utilized to compare against the activities and programs identified for the park. An inventory of comparable facilities will be performed on a local basis to attempt to quantify market share. An analysis of competition will include: location, service offering, pricing and attraction. The analysis will inform the overall park program to promote niche amenities, minimize redundancies in recreation offerings, and enhance park success within the local market.

Operational Standards – The Project Team will establish operational standards and costs for the park based on set maintenance standards for the full operations. This will include hours of operation, maintenance standards, staffing levels needed, technology requirements, and customer service requirements based on established and agreed upon outcomes. After consultation with the staff, operational costs for the site will be finalized.

Funding Options and Pro Forma – The Project Team will identify best practices for funding and maintaining the site, including capital versus operations cost. Working with the Town, the Project Team will determine feasible methods for implementation of improvements, including sources of revenue, bonds, endowments, private foundations, etc. This will be converted into a five-year pro forma and operating budget. Funding options will be identified and evaluated against their potential support and success. These options will include a combination of partnerships and sponsorships, ancillary revenue generation opportunities, and other available resources.

TOTAL FEE: \$74,905**Allowances:****D11.46 Additional Public Input or Meeting with Board or Commissioners:**

FEE: \$1,500

Optional Services:**D11.80 Architectural Renderings:**

FEE: \$4,000, budgetary estimate.

D11.85 Additional Design Concepts:

FEE: \$2,000

D11.90 PARTF Grant Application Preparation:

FEE: \$10,000

The project team will prepare a PARTF grant application and provide all supporting documentation, estimates and exhibits. This task includes one on-site meeting with Town of Garner's RRS representative and required coordination calls.

J. Additional Services:

When requested by the Owner and confirmed by the Owner and/or Firm in writing, the Firm shall perform services in addition to those described above in this Agreement and the Owner shall compensate the Firm by hourly charges in accordance with the attached Rate Schedule.

K. Reimbursables:

FEE: \$1,500, estimate.

Reimbursables will be billed in accordance with the attached Rate Schedule.

EXCLUSIONS

The following services are not included in this Agreement, but can be provided by McAdams, if desired, under a separate contract:

- > Site Survey;
- > Wetland and stream concurrence with U.S. Army Corp of Engineers;
- > Detailed Flood studies for local jurisdictions or FEMA;
- > Wetlands permitting, wetlands surveying (can be quoted separately if required);
- > Site engineering, structural, or electrical engineering, or landscape architecture construction documents (can be quoted separately);
- > Project scope increase or change;
- > Additional meetings/presentations beyond those detailed above;
- > Design beyond master plan level detailed above;
- > Signage design;

- > Structural engineering design or assessment services;
- > MEP or Fire Protection engineering design or assessment services;
- > Site/Civil engineering design or assessment services;
- > Specialized roofing consultant;
- > Maintenance plans;
- > Permitting;
- > Hazardous materials sampling, testing, design for building interiors;
- > Surveying and subsurface geotechnical field investigations or reports;
- > Fire flow readings and analysis;
- > Review agency fees;
- > Preliminary programming and cost analysis of additional building size or quantity than those listed above;
- > All other services not listed within the scope section above.

DELIVERABLES

- > One (1) electronic copy and one (1) hard copy (up to 36" x 42" size) of the final rendered concept plan.
- > One (1) electronic and one (1) hard copy of the master plan document including any site investigation reports and graphics.

SCHEDULE

The Firm's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project. A more detailed schedule and list of mile stones may be coordinated directly with the Project Manager and Town of Garner.

The time limits and schedule set forth above have been agreed to by the Owner and Firm, but the time limits and schedule shall be extended for (1) reasonable cause, or for (2) any delays associated with the Firm's work on the project that are not the sole responsibility of the Firm.

OWNER'S RESPONSIBILITIES

Owner shall be responsible for the following:

- > Notification to proceed / execution of contract.
- > Timely approval of sketches and draft reports presented for Owner approval.
- > Timely providing of information from other professional services (architect, geotechnical engineer, etc.), as described hereinabove.
- > Notification of public meetings requiring McAdams' attendance.
- > Payment of invoices in accordance with Item 1 of Terms and Conditions.
- > Notification to Firm of any problems, in accordance with Item 2 of Terms and Conditions.

GENERAL CONDITIONS

- > The attached “Terms and Conditions” shall apply to this Agreement.
- > This proposal is valid for 30 days from the above date.
- > Reimbursable expenses will be billed in accordance with the attached Rate Schedule.
- > Owner is responsible for all application and permit fees.

CONCLUSION

We appreciate this opportunity to propose our services. We are eager to pursue this project further and thank you for your consideration. Please do not hesitate to contact me if you have any questions or comments.

Sincerely,

MCADAMS



Rachel Cotter, RLA
Assistant Director, Public Sector

RC/lgh

Enclosures

ACCEPTANCE

By: _____

Date: _____

Name: _____

Title: _____

1. Specifications for contract by hourly charge, the following rates apply

ROLE	RATE	ROLE	RATE
Principal-in-Charge	\$175 / hour	Designer	\$90 / hour
Senior Project Manager	\$150 / hour	Senior CAD Technician	\$105 / hour
Project Manager	\$115 / hour	CAD Technician	\$85 / hour
Senior Project Engineer	\$130 / hour	Senior Environmental Professional	\$130 / hour
Project Engineer	\$110 / hour	Environmental Professional	\$110 / hour
Engineering Intern	\$90 / hour	Environmental Technician	\$90 / hour
Senior Landscape Architect	\$150 / hour	Survey Director	\$140 / hour
Landscape Architect	\$115 / hour	Survey Project Manager	\$120 / hour
Landscape Designer	\$90 / hour	Project Surveyor	\$95 / hour
Senior Planner	\$130 / hour	Survey Technician	\$65 / hour
Planner	\$115 / hour	Survey Crew (2 Man)	\$130 / hour
GIS Technician	\$100 / hour	SUE Project Manager	\$120 / hour
Graphics / Media Design	\$75 / hour	SUE Technician	\$65 / hour
Technical / Grant Writer	\$85 / hour	Administrative Assistant	\$65 / hour
Senior Technical Manager	\$140 / hour	Construction Services Manager	\$135 / hour
Technical Manager	\$110 / hour	Construction Services Professional	\$110 / hour
Senior Designer	\$115 / hour	Construction Observation	\$95 / hour

Hourly services are recorded and rounded to the nearest 1/4 hour.

2. The following charges apply on all contracts, for copies of plans and specifications sent out of the Engineer's office (to Owner, City regulatory agencies, bidders, contractor, other consultants, etc.):

ITEM	FEE	ITEM	FEE
Oversize + Color Rep.	\$3.00/each	Oversize Mylar Sepia	\$20.00/each
Paper Reproductions	\$2.00/each	Mylar Sepia	\$15.00/each
Specifications	\$0.10/each	Paper Sepia	\$5.00/each

3. The following rates are charged in addition to the above fees:

ITEM	FEE
Fees Paid for Permits and Applications	Cost Plus 10%
Outside Photocopying, Travel, Overnight Delivery, Postage for Mass Mailings	Cost Plus 5%
Subcontractor Invoices	Cost Plus 12.5%

4. Fees are subject to adjustment at the beginning of each calendar year.
5. Projects are billed on a monthly basis and invoices are due upon receipt. Invoices which have been not been paid within 30 days are past due and subject to finance charges of 1.5% per month.

OWNER'S INITIALS _____ **DATE** _____

The proposal submitted by THE JOHN R. McADAMS COMPANY (“CONSULTANT”) is subject to the following terms and conditions (collectively referred to as the “Agreement”) and, by accepting the proposal or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. Payment

The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.

In light of the obvious advantage of resolving questions and disputes regarding CONSULTANT’s services and invoices quickly, CLIENT will notify CONSULTANT, in writing, of any questions or dissatisfaction which it may have regarding the cost, quality or appropriateness of services provided related to an invoice within ten (10) days of the invoice date. If CLIENT fails to provide such notice to CONSULTANT, CLIENT agrees that it waives its right to dispute the accuracy and appropriateness of all or part of the invoice.

If the CLIENT fails to make payment to the CONSULTANT within 30 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 60 days from invoice date, the CONSULTANT may terminate the Agreement and/or initiate legal proceedings to collect the fees owed, plus other reasonable expenses of collection including attorney’s fees.

2. Notification of Breach or Default:

The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission or inconsistency arising out of CONSULTANT’s work or any other alleged breach of contract by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of or should have become aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency or breach.

3. Representations of CLIENT:

CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT’s invoice to make payment in full for the services rendered by CONSULTANT.

4. Ownership of Instruments of Service:

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT, CONSULTANT shall make available to CLIENT copies of all plans and specifications.

5. Change Orders:

CONSULTANT will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Agreement or CONSULTANT's scope of work. CONSULTANT will give CLIENT written notice within ten (10) days of a Change Order of any resulting increase in CONSULTANT's fees. Unless CLIENT objects in writing within five (5) days, the Change Order becomes a part of this Agreement.

6. Site Operations:

CLIENT will arrange for right-of-entry to the property for the purpose of performing studies, tests and evaluations pursuant to the agreed services. CLIENT represents that it possesses necessary permits and licenses required for all ongoing activities at the site. If CONSULTANT is advised or given data in writing that shows the presence of underground or overground obstructions, such as utilities, CONSULTANT will give special instructions to our field personnel. However, CONSULTANT is not responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions, owned by CLIENT or third parties. CONSULTANT will take reasonable precautions to minimize damage to the property caused by our operations. CONSULTANT's fee does not include any cost of restoration due to any damage which may result and CONSULTANT is not responsible for any such repairs unless CONSULTANT fails to take reasonable precautions. If CLIENT desires CONSULTANT to repair such damage, CONSULTANT will comply and add the cost to our fee. Field tests or boring locations described in CLIENT's reports or shown on sketches prepared by CONSULTANT are based on specific information furnished by others or estimates made in the field by CONSULTANT's personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in CONSULTANT's proposal or report.

7. Hazardous Substances:

The CLIENT agrees to advise the CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into this Agreement or of providing Services hereunder, the CONSULTANT does not assume control of, or responsibility for, the Project Site or the person in charge of the Project Site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the project site that may present a potential danger to the public, health, safety or environment except where required of the CONSULTANT by law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site and CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of work under this Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination except to the extent that CONSULTANT has negligently caused such pollution or contamination.

8. Assignment and Third Parties:

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other which shall not be unreasonably withheld. However, nothing contained herein shall prevent

or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

9. Project Site:

Should CLIENT not be owner of the project site, then CLIENT agrees to notify the OWNER(s) of the aforementioned possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend and hold CONSULTANT harmless against any claims by the CLIENT or persons having possession of the site through the Owner which are related to such alteration or damage.

10. Sample Disposal:

At CLIENT's written request, CONSULTANT will retain preservable test specimens or the residue therefrom for 30 days after submission of our report free of storage charges. After the initial 30 days and upon written request, CONSULTANT will retain test specimens or samples for a mutually acceptable storage charge and period of time. CLIENT agrees that CONSULTANT is not responsible or liable for loss of test specimens or samples retained in storage. In the event that samples contain hazardous constituents, CONSULTANT will (1) return such samples to CLIENT, or (2) using a manifest signed by CLIENT as generator, will have samples transported to a location selected by CLIENT for final disposal. CLIENT agrees to pay all costs associated with the storage, transport, and disposal of samples. CLIENT recognizes and agrees that CONSULTANT is acting as a bailee and at no time assume title to said materials.

11. Equipment Contamination:

CONSULTANT will endeavor to clean our laboratory and field equipment which may become contaminated during the conduct of the Services. Occasionally, such equipment cannot be completely decontaminated because of the nature of the hazardous materials encountered. If this occurs, it will be necessary to dispose of the equipment in a manner similar to hazardous samples. CLIENT agrees to pay CONSULTANT the fair market value of any such equipment that must be disposed of in that manner.

12. Survival:

All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations, and CONSULTANT's rights and remedies with respect thereto, shall survive completion of the expiration or termination of this Agreement.

13. Unforeseen Occurrences:

If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which, affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original scope of services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the scope of services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

14. Force Majeure:

Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

15. Standard of Care:

CONSULTANT shall perform Agreement for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the project. There are no other warranties, expressed or implied, including warranties of merchantability or fitness for a particular purpose that will or can arise out of the services provided by CONSULTANT or this Agreement.

16. Waiver of Consequential Damages/Limitation of Liability:

CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

17. Safety:

CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT'S own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents or employees.

18. Arbitration:

Any claim or other dispute arising out of or related to this Agreement shall be subject to Arbitration. Such claims and disputes shall first be subject to non-binding mediation, and if mediation is unsuccessful, shall be subject to Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Any demand for Arbitration shall be filed in writing with the other party and with the American Arbitration Association.

19. Independent Contractor:

In carrying out its obligations, CONSULTANT shall be acting at all times as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work

20. Termination:

Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all

costs incurred, non- cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

21. Severability:

If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by the law.

22. No Waiver:

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or difference in character.

23. Merger, Amendment:

This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and negotiations, written and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

24. Choice of Law:

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.