



ROCKY MOUNT
CITY MANAGER'S OFFICE
THE CENTER OF IT ALL

City Council Agenda

Date: 05/30/2019

To: The Honorable Mayor and City Council

Subject: Amendment to Ravenwood Crossing Sidewalk Agreement

Summary of Requested Action:

Staff recommends Council approve the amended agreement as requested to give financial assistance for making improvements on properties not owned by Ravenwood Crossing Limited Partnership.

The WODA Group was successful with obtaining low income tax credits for the Ravenwood Crossing Project in 2016. The City agreed to a 50% cost share for sidewalk installation, estimated at \$60,000. A current estimate of the sidewalks has determined the price to be \$155,730. Part of this cost (\$12,171) is to install sidewalks in front of parcels not owned by Ravenwood Crossing Limited Partnership, the owner of the Ravenwood Crossing Project. A request has been made to amend the cost reimbursement agreement for the purposes of raising the City's contribution for the sidewalks from \$30,000 to \$42,171.

Department Requesting Action: Public Works *CP*

Budgetary Impact:


An additional \$12,171 will be paid from the Payment in Lieu of Sidewalks Fund if approved.

City Manager's Recommendation: *Recommend approval. RB Long 6/3/19*

MEMORANDUM



ROCKY MOUNT, NC
THE CENTER OF IT ALL

To: Rochelle Small-Toney, City Manager
Cc: Brad Kerr, Director of Public Works
From: Chris Beschler, Assistant City Manager 
Date: May 30, 2019
Re: Amendment to Ravenwood Crossing Sidewalk Agreement

The WODA Group was successful with obtaining low income tax credits for the Ravenwood Crossing Project in 2016. To help make their application successful, the City agreed to share in the cost of sidewalk installation. At the time of the agreement, the estimated cost of the sidewalks was \$60,000, which City Council approved a 50% cost sharing, not to exceed \$30,000.

A current estimate of the sidewalks has determined the price to be \$155,730. Part of this cost (\$12,171) is to install sidewalks in front of parcels not owned by Ravenwood Crossing Limited Partnership, the owner of the Ravenwood Crossing Project. A request has been made to amend the cost reimbursement agreement for the purposes of raising the City's contribution for the sidewalks from \$30,000 to \$42,171.

Staff recommends Council approve the amended agreement as requested to give financial assistance for making improvements on properties not owned by Ravenwood Crossing Limited Partnership or part of the project. The additional funds will be paid out of the Payment In Lieu of Sidewalks Fund.

NORTH CAROLINA

NASH COUNTY

**AMENDMENT TO RAVENWOOD CROSSING-SIDEWALK
COST REIMBURSEMENT AGREEMENT (the "Agreement")**

The Agreement entered into as of September 25, 2017 by and between the City of Rocky Mount ("City") and Woda Construction, Inc. (the "Contractor") is amended to increase the maximum amount of the City's reimbursement obligation to the Contractor from \$30,000 to \$42,171. The reason for the increase is to reimburse the Contractor for the construction of sidewalks in front of parcels not owned by Ravenwood Crossing Limited Partnership, the owner of the Ravenwood Crossing Project, and the party that contracted with Contractor for the sidewalk work.

Accordingly, 2.A of the Agreement is rewritten to read as follows:

2. City's Undertaking.

A. The City shall reimburse the Contractor for fifty percent (50%) of the Contractor's actual cost to construct the sidewalk, excluding overhead and other "soft" cost and charges; provided, however, the City's reimbursement obligation under this Agreement, or otherwise, shall not exceed \$42,171.

Except as hereinabove amended the Agreement shall remain in full force and effect.

CITY OF ROCKY MOUNT

WODA CONSTRUCTION, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

NORTH CAROLINA
NASH COUNTY

RAVENWOOD CROSSING - SIDEWALK COST REIMBURSEMENT AGREEMENT

THIS SIDEWALK COST REIMBURSEMENT AGREEMENT (this "Agreement") is made and entered into as of ~~August~~ ^{Sept} 25, 2017, by and between **CITY OF ROCKY MOUNT**, a North Carolina municipal corporation, with an address of 331 S Franklin Street (P.O. Box 1180), Rocky Mount, NC 27802 (the "City"), and **WODA CONSTRUCTION, INC.** an Ohio corporation, with an address of 229 Huber Village Boulevard, Suite 100, Westerville, OH 43081 (the "Contractor").

WITNESSETH:

WHEREAS, Ravenwood Crossing Limited Partnership (the "Owner") has been allocated Low Income Housing Tax Credits by the North Carolina Housing Finance Agency to develop Ravenwood Crossing, an affordable housing development comprised of 80 townhomes located at 545 Ravenwood Drive, Rocky Mount, NC 27803 ("Ravenwood Crossing").

WHEREAS, Owner has entered an agreement with The Woda Group, Inc. (the "Developer") to develop and construct Ravenwood Crossing.

WHEREAS, Developer has entered an agreement with Woda Construction, Inc. (the "Contractor") to construct Ravenwood Crossing, including infrastructure, roadways and parking off public roads and sidewalks; and

WHEREAS, the City has agreed to partially reimburse Contractor for the cost of building new sidewalks at Ravenwood Crossing ("new sidewalks") as set forth in this Agreement.

NOW THEREFORE, in consideration of the covenants and obligations herein contained, the parties hereto agree as follows:

1. Contractor's Undertaking.
 - A. Contractor shall provide all concrete and other materials, labor, supervision, and other services and items needed to complete construction of the sidewalks as shown on the Site Plan for Ravenwood Crossing prepared by Paramonte Engineering Inc. of Wilmington, North Carolina, last revised August 28, 2017. This is a "Turnkey" undertaking and the Contractor shall be solely responsible for the construction of the sidewalk to City of Rocky Mount standards, specifications, and requirements in a good and workmanlike manner and to the reasonable satisfaction to the City.
 - B. Contractor estimates that the cost of the sidewalks will be \$60,000, which cost, whether more or less than \$60,000, shall be the obligation of the Contractor, a portion which cost shall be reimbursed to the Contractor by the City as hereinafter provided.

2. City's Undertaking.

- A. The City shall reimburse the Contractor for fifty percent (50%) of the Contractor's actual cost to construct the sidewalk, excluding overhead and other "soft" cost and charges; provided, however, the City's reimbursement obligation under this Agreement, or otherwise, shall not exceed \$30,000.
- B. Payment under this Agreement shall be due from the City to the Contractor upon completion of the work and within thirty (30) days from receipt of invoice for the same, together with such supporting documentation as the City may reasonably require.

3. Process:

Contractor will order the work and supervise the construction of the new sidewalks provided in this Agreement and will inform the City as to the project work schedule and the progress of construction. The City may, but shall not be obligated to, inspect the work during construction and upon completion.

4. Correspondence:

All invoices, notices, and other correspondence shall be in writing and ~~should be~~ sent to the parties at the following addresses:

City:

City of Rocky Mount
Attention: City Manager
331 S. Franklin Street
P.O. Drawer 1180
Rocky Mount, NC 27802-1180

Contractor:

Woda Construction. Inc.
Attention: David Cooper, Jr.
229 Huber Village Blvd, Suite 100
Westerville, OH 43081

Owner:

Ravenwood Crossing Limited Partnership Attention:
David Cooper, Jr.
229 Huber Village Blvd, Suite 100
Westerville, OH 43081

Developer:

The Woda Group, Inc.
Attention: David Cooper, Jr.
229 Huber Village Blvd, Suite 100
Westerville, OH 43081

5. Amendments:

This Agreement contains the entire agreement of the parties. There are no contract provisions related to the subject matter of this Agreement not included herein. The parties may amend this Agreement at any time if such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization. There will not be any oral modifications of this Agreement.

6. Governing Law:

This contract will be governed by the Law of the State of North Carolina.

IN WITNESS WHEREOF the Parties have executed this Agreement as if the date first written above.

The City of Rocky Mount

David W. Coombs

By: David W. Coombs

Its: MAYOR

Woda Construction, Inc.

David Cooper, Jr.

By: David Cooper, Jr.

Its: President

City Required Walks	583' 8-5/16"
Existing Sidewalk	6897' 8-1/16"

- 1. SITE BOUNDARY, THIS, AND WETLAND INFORMATION TAKEN FROM SURVEY PROVIDED BY JAMES ATKINSON, JR., P.L.S., ADJACENT PROPERTY LINES, PLAT OF HAVENWOOD DR. RECONFIGURATION HAS BEEN COMPLETED AND RECORDED IN CD# 41, PG. 31 OF THE NASH COUNTY REGISTRY.
- 2. EXISTING WATER AND SEWER INFORMATION PROVIDED BY SURVEYOR AND CITY OF ROCKY MOUNT O.G.S. LOCATIONS ARE CONCEPTUAL. EXISTING WATER AND SEWER LINES ARE OWNED BY CITY OF ROCKY MOUNT PUBLIC WORKS.
- 3. ALL REQUIRED IMPROVEMENTS SHALL CONFORM TO THE CITY OF ROCKY MOUNT'S LAND DEVELOPMENT CODE AND MANUAL OF SPECIFICATIONS AND DETAILS, LATEST EDITION.
- 4. THIS PLAN IS VALID FOR TWO (2) YEARS FROM DATE OF APPROVAL.
- 5. ALL SIGNS SHOWN ON THE PLAN SHALL CONFORM TO TABLES 7.6 AND 7.7 OF THE LOC.
- 6. THE CITY OF ROCKY MOUNT WILL NOT ISSUE A CERTIFICATE OF OCCUPANCY FOR THIS PROJECT UNTIL A LANDSCAPE MAINTENANCE BOND IS PROVIDED BY DEVELOPER OR CONTRACTOR.
- 7. THE DISTURBED AREA FOR THIS PROJECT IS GREATER THAN 5 ACRES. THEREFORE, STORMWATER DETENTION AND NUTRIENT MANAGEMENT ARE TYPICALLY REQUIRED. THERE IS NO NET INCREASE IN IMPROVEMENT FOR THIS PROJECT. THEREFORE, STORMWATER DETENTION OR NUTRIENT MANAGEMENT ARE NOT REQUIRED FOR THIS PROJECT.
- 8. THE DISTURBED AREA FOR THIS PROJECT IS GREATER THAN 10 ACRES. THEREFORE, A SEDIMENTATION AND EROSION CONTROL PERMIT IS REQUIRED PRIOR TO ANY LAND DISTURBANCE.
- 9. COPIES OF ALL PERMITS AND APPROVED PLANS MUST BE KEPT ON-SITE IN A PERMIT BOX THAT IS CONSPICUOUSLY LOCATED AND ACCESSIBLE DURING CONSTRUCTION.
- 10. CONTRACTOR/DEVELOPER SHALL CONTACT CITY OF ROCKY MOUNT CONSTRUCTION INSPECTOR BELL BRIGDEN AT 252-243-1550 ONE WEEK PRIOR TO BEGINNING CONSTRUCTION.

SITE NOTES

- 1. THE ELECTRIC CUSTOMER SHALL OWN AND BE RESPONSIBLE FOR ALL COSTS OF BORING, LOCATING, RAVELMENT, PATCHING, AND ANCHORAGE REPLACEMENT.
- 2. THE PROPERTY OWNER SHALL PROVIDE AN EXECUTED PUBLIC RIGHT OF WAY EASEMENT PRIOR TO INSTALLATION OF GAS OR ELECTRIC UTILITIES.
- 3. THE CONTRACTOR IS RESPONSIBLE FOR CALLING NO. ONE CALL TO LOCATE EXISTING UTILITIES.
- 4. THE CONTRACTOR SHALL PROVIDE THE FIRE DEPARTMENT WITH VEHICULAR ACCESS TO ALL STRUCTURES UNDER CONSTRUCTION AT ALL TIMES AND SHALL MAINTAIN AN ALL-WEATHER ACCESS COVER SOFT SUBGRADES, ETC.
- 5. CONTRACTOR SHALL PROVIDE ACCESS TO ALL WATER AND SEWER IMPACT FEES.
- 6. NO-400 WETLAND AREAS EXIST ON THE SITE.
- 7. PROPOSED UTILITIES SHALL BE UNDERGROUND (EXISTING OVERHEAD ELECTRIC).
- 8. TRASH TO BE DISPOSED OF VIA DUMPSTERS LOCATED ON THE PROPERTY.
- 9. TRAFFIC WARNING MATS WILL BE INSTALLED ON ALL WHEEL CHAIR RAMPS.
- 10. HEATING/EQUIPMENT IS LOCATED WITHIN THE BUILDING FOOTPRINT.
- 11. STOP SIGNS AND STREET SIGNS TO REMAIN IN PLACE DURING CONSTRUCTION.
- 12. PROTECTIVE FENCING IS TO BE PROPERLY MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT.
- 13. CONSTRUCTION MAY NOT BEGIN UNTIL A PLANNED BUILDING GROUP CONSTRUCTION PLAN SHOWING ALL REQUIRED DETAILS AND CALCULATIONS IS APPROVED BY THE CITY DEVELOPMENT REVIEW COMMITTEE.
- 14. THE DEVELOPER/OWNER IS RESPONSIBLE FOR ALL COSTS RELATED TO THE RELOCATION OF ANY EXISTING UTILITIES.

NOTE: WODA/Ravenwood Crossing Development, LLC will incur all cost associated with the removal of any unenclosed catches to repair/install any underground utility located on the 10' setback (MBL).

NOTE: Sidewalk along Ravenwood Drive to be constructed per agreement with WODA/Ravenwood Crossing Development, LLC and City of Rocky Mount.

NOTE: Site lighting Plan to be designed and constructed by City of Rocky Mount Energy Services. Contact City for current specs and lighting specifications.

BUILDING UNIT AND PARKING DATA

BUILDING TYPE	UNIT	FLOOR AREA (SQ. FT.)	PARKING
BLDG. 1	1	2,750	10
BLDG. 2	2	2,750	10
BLDG. 3	3	2,750	10
BLDG. 4	4	2,750	10
BLDG. 5	5	2,750	10
BLDG. 6	6	2,750	10
BLDG. 7	7	2,750	10
BLDG. 8	8	2,750	10
BLDG. 9	9	2,750	10
BLDG. 10	10	2,750	10
BLDG. 11	11	2,750	10
BLDG. 12	12	2,750	10
BLDG. 13	13	2,750	10
BLDG. 14	14	2,750	10
BLDG. 15	15	2,750	10
BLDG. 16	16	2,750	10
BLDG. 17	17	2,750	10
BLDG. 18	18	2,750	10
BLDG. 19	19	2,750	10
BLDG. 20	20	2,750	10
BLDG. 21	21	2,750	10
BLDG. 22	22	2,750	10
BLDG. 23	23	2,750	10
BLDG. 24	24	2,750	10
BLDG. 25	25	2,750	10
BLDG. 26	26	2,750	10
BLDG. 27	27	2,750	10
BLDG. 28	28	2,750	10
BLDG. 29	29	2,750	10
BLDG. 30	30	2,750	10
BLDG. 31	31	2,750	10
BLDG. 32	32	2,750	10
BLDG. 33	33	2,750	10
BLDG. 34	34	2,750	10
BLDG. 35	35	2,750	10
BLDG. 36	36	2,750	10
BLDG. 37	37	2,750	10
BLDG. 38	38	2,750	10
BLDG. 39	39	2,750	10
BLDG. 40	40	2,750	10
BLDG. 41	41	2,750	10
BLDG. 42	42	2,750	10
BLDG. 43	43	2,750	10
BLDG. 44	44	2,750	10
BLDG. 45	45	2,750	10
BLDG. 46	46	2,750	10
BLDG. 47	47	2,750	10
BLDG. 48	48	2,750	10
BLDG. 49	49	2,750	10
BLDG. 50	50	2,750	10

REQUIRED TOTAL PARKING: 500
TOTAL PROVIDED: 500

SITE DATA TABULATION

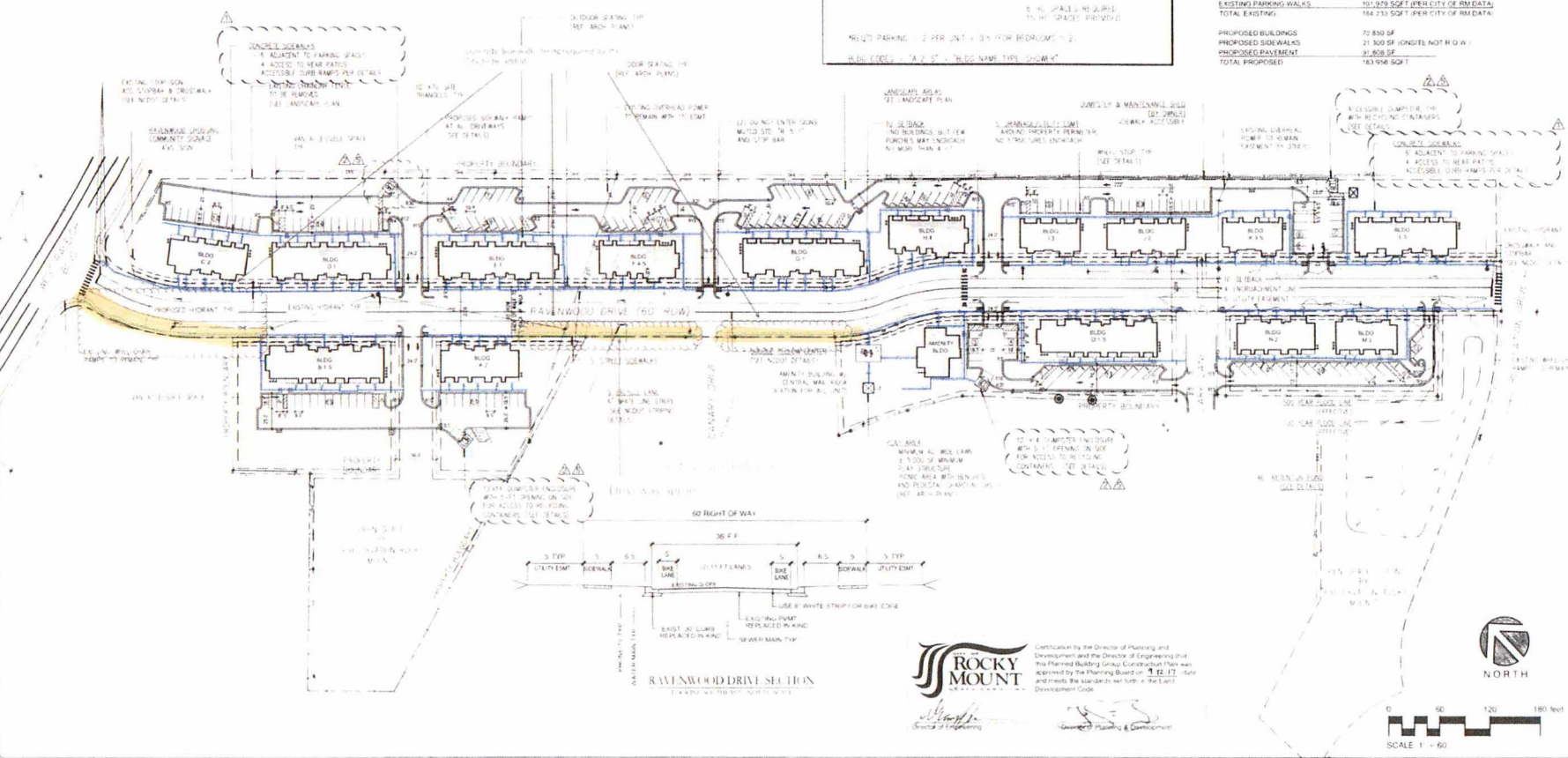
PROJECT NAME	RAVENWOOD CROSSING
PROPERTY OWNER	THE WODA GROUP, INC.
DEVELOPER	145 HAVENWOOD DRIVE, WESTERVILLE, OHIO 43081
PROJECT ADDRESS	329 HEBER VILLAGE BLVD, SUITE 100 WESTERVILLE, OHIO 43081
TAX PARCEL IDENTIFICATION #	1749020310
PARCEL ID	012734
SOURCE (DEEDS/PLAT)	CD# 280, PG. 115 & FB 41, PG. 51
SUBJECT (TRACTS/AGRAE)	7.9 AC ±
PROJECT AREA (DISTURBED)	10.81 AC ±
CURRENT ZONING	R-68A
PROPOSED LAND USE	MULTIFAMILY

DIMENSION REQUIREMENTS

REQUIRED	PROVIDED
STREET SETBACK	10'
SIDE SETBACK	8'
REAR SETBACK	20'
MAXIMUM HEIGHT	40'

UTILITY INFORMATION
THIS PROJECT IS PROPOSING SINGLE SANITARY SEWER SERVICES FROM EACH BUILDING AS WELL AS DOMESTIC WATER SERVICE WITH A SINGLE METER PER BUILDING AND SPRINKLER SERVICES. THE CITY OF ROCKY MOUNT WILL BE THE SERVICE PROVIDER AND OPERATOR THERE ARE EXISTING WATER AND SEWER MAINS AND FIRE HYDRANTS WITHIN THE HAVENWOOD DRIVE RIGHT OF WAY.

FLOOD NOTE
A PORTION OF THESE PARCELS IS IN THE 100-YEAR FLOOD PLAIN AS DETERMINED BY FEMA PANELS 2504 & 3759, MAP # 37203B WITH AN EFFECTIVE DATE OF 11/3/2004. DETAILS RESPECTIVELY.



ROCKY MOUNT
City of Engineering
Certification by the Director of Planning and Development and the Director of Engineering that this Planned Building Group Construction Plan has been approved by the Planning Board on 3.14.17 and meets the standards set forth in the City and Development Code.