



**TOWN OF RICHLANDS**  
**Town Board Meeting**  
**January 9, 2018**  
**6:00 PM**  
***AGENDA***

**I. Meeting Called to Order by Mayor McKinley Smith**

**II. Pledge of Allegiance**

**III. Invocation**

**IV. Adoption of the Agenda**

**V. Adoption of the Minutes**

1. December 2017 Meeting Minutes

**VI. Public Hearings**

1. Zoning Text Amendment (Illuminated Signs)

**VII. Old Business**

**VIII. New Business**

1. 2016-2017 Fiscal Year Audit Report
2. Ordinance 2018-01 (Zoning Text Amendment for Illuminated Signs)
3. Sidewalk Repair Proposal
4. Sylvester Heights Public Works Project

**IX. Administrator Notes and Updates**

1. Administrator Notes and Updates

**X. Police Report**

1. December 2017 Police Report

**XI. Public Comment**

**XII. Board Member Concerns**

**XIII. Personnel**

**XIV. Closed Session**

**XV. Adjourn**



## **TOWN OF RICHLANDS**

### **Regular Board Meeting**

*Agenda Item V. - 1.*

December 2017 Meeting Minutes

**Description:**

**Review:**

Attached are the minutes for the December 12, 2017 Organizational Meeting of the Richlands Board of Aldermen.

**Action Needed:**

Adopt the Minutes.

**ATTACHMENTS:**

Description

▣ December 2017 Meeting Minutes

**TOWN OF RICHLANDS**  
**NORTH CAROLINA**

Office of the  
Town Clerk  
(910) 324-3301  
(910) 324-2324 fax  
[richlandsclerk@embarqmail.com](mailto:richlandsclerk@embarqmail.com)



Mailing Address:  
P.O. Box 245  
Richlands, N.C. 28574

The Richlands Board of Aldermen met in Regular Session on Tuesday, December 12, 2017 at 6:00 pm at the Richlands Town Hall. Present for the meeting were:

Mayor McKinley D. Smith, Sr.  
Alderman Paul Conner  
Alderman Kandy Koonce

Alderman Tom Brown  
Alderman Kent Painter  
Alderman Michael Carpenter

Also present were:

Gregg Whitehead, Town Administrator  
Ron Lindig, Chief of Police  
Keith Fountain, Town Attorney  
The Honorable William Mac Cameron III, District Court Judge

Johnathan Jarman, Public Works Director  
Doreen Putney, Town Clerk

There were 19 citizens present

**I. MEETING CALLED TO ORDER:**

Mayor McKinley D. Smith, Sr. called the meeting to order at 6:03 pm.

**II. PLEDGE OF ALLEGIANCE: Alderman Michael Carpenter**

**III. INVOCATION: Mayor McKinley D. Smith, Sr.**

**IV. ADOPTION OF AGENDA:**

Gregg Whitehead, Town Administrator, presented the agenda to the Board.

**A motion** was made by Alderman Paul Conner, seconded by Alderman Kandy Koonce to adopt the agenda as presented. The motion was unanimously carried.

**V. ADOPTION OF MINUTES of November 14, 2017:**

**A motion** was made by Alderman Tom Brown, seconded by Alderman Kandy Koonce to approve the Regular Board Meeting Minutes of November 14, 2017. The motion was unanimously carried.

**VI. ADJOURN:** Mayor Smith adjourned the meeting

**VII. SWEARING IN OF NEWLY ELECTED OFFICIALS:**

The Honorable William Mac Cameron III, District Court Judge administered The Oaths of Office for the incoming Mayor and Alderman. The Officials sworn in were:

McKinley D. Smith, Mayor  
Tom Brown, Alderman  
Paul Conner, Alderman  
Kent Painter, Alderman  
Kandy L. Koonce, Alderman  
Aaron Tollefsrud, Alderman

**VIII. MEETING CALLED TO ORDER:**

Mayor McKinley D. Smith called the meeting back to order at 6:14 pm.

**IX. MAYORAL COMMITTEE APPOINTMENTS:**

**1. Appointments:**

Mayor McKinley Smith made his appointments as follows:

*Public Safety Committee:*

Alderman Kandy Koonce, Alderman Tom Brown, Chief Ron Lindig and Gregg Whitehead, Town Administrator

*Public Works Committee:*

Alderman Kent Painter, Alderman Aaron Tollefsrud, Public Works Director, Johnathan Jarman, and Gregg Whitehead, Town Administrator

*Finance Committee:*

Mayor McKinley Smith, Alderman Paul Conner, Town Clerk/Finance Officer Doreen Putney, and Town Administrator Gregg Whitehead.

**X. NOMINATION AND APPOINTMENT OF MAYOR PRO TEMPORE:**

Town Attorney, Keith Fountain, presided over the appointment of the Mayor Pro Tempore by either nomination from the Board or by ballot if preferred. Attorney Fountain opened the meeting to accept nominations from the Board for Mayor Pro Tem. Alderman Paul Conner nominated Alderman Tom Brown. Alderman Kandy Koonce nominated herself.

With no additional nominations a motion was made by Alderman Kent Painter, seconded by Alderman Kandy Koonce to close the nominations. The motion was unanimously carried.

The Board chose to vote by hand. Attorney Fountain conducted the votes with Alderman Tom Brown receiving 4 votes and Alderman Kandy Koonce receiving 1 vote. Alderman Tom Brown will be the Mayor Pro Tem. Attorney Fountain turned the meeting back over to Mayor Smith.

No ballot was needed.

**XI. PUBLIC HEARINGS:      None**

**XII. OLD BUSINESS:**

Town Administrator, Gregg Whitehead, reported that he has received a letter from Verizon requesting to reschedule the public hearing on the telecommunication zoning changes from January 2017 to February 13, 2017.

A motion as made by Alderman Paul Conner, seconded by Alderman Kandy Koonce to reschedule the public hearing for the telecommunication zoning changes from the January 09, 2018 meeting to February 13, 2018. The motion was unanimously carried.

**XIII. NEW BUSINESS:      None**

**XIV. ADMINISTRATOR NOTES AND UPDATES:**

The Town Administrator, Gregg Whitehead, presented a copy of notes and updates to the Board which is incorporated by reference and hereby made part of these minutes. He also reported on the following:

- Received an update from NC DOT that they will begin the landscape project downtown tomorrow, December 13, 2017.

**XV. POLICE REPORT:**

Chief Ron Lindig presented a copy of the Activity Report for November 2015 to the Board which is incorporated by reference and hereby made part of these minutes. Chief Lindig also reported on the following:

- Wished the board a Merry Christmas and prosperous New Year.

**XVI. PUBLIC COMMENT:      None**

**XVII. BOARD MEMBERS CONCERNS:**

*Mayor McKinley Smith:*      Thanked everyone for coming out to share this experience with us. He also recognized his church family and thanked them for coming. Mayor Smith also thanked Judge Cameron for taking the time out of his busy schedule and coming this evening to conduct the oaths of office for our Board of Aldermen.

*Alderman Kent Painter:*      Wished everyone a Merry Christmas

*Alderman Paul Conner:*      Wished everyone a Merry Christmas

Alderman Kandy Koonce: Wished everyone a Merry Christmas and thanked all for coming.

Alderman Aaron Tollefsrud: Wished everyone a Merry and blessed Christmas. He introduced his family and thanked everyone for attending.

Town Administrator, Gregg Whitehead: Wished everyone a Merry and safe Christmas. Congratulated Alderman Tollefsrud and thanked the Board for all their support.

**XVIII. PERSONNEL:** None

**XIX. ADJOURN:**

With no further business, a **motion** was made by Alderman Paul Conner, seconded by Alderman Kandy Koonce to adjourn the meeting at 6:26 pm. The motion was unanimously carried.

Respectfully Submitted,

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Attest:  
Doreen Putney, Town Clerk

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Mayor McKinley D. Smith, Sr.



## **TOWN OF RICHLANDS**

### **Regular Board Meeting**

#### *Agenda Item VI. - 1.*

Zoning Text Amendment (Illuminated Signs)

**Description:**

Public Hearing for Zoning Text Amendment (Illuminated Signs).

**Review:**

The Board needs to hold a public hearing in order to hear public comment on a proposed text amendment to the Town of Richlands Zoning Ordinance. The proposed text amendment will shorten the length of time that is permissible between message changes on electronically illuminated signs from the 15 minutes that is currently allowed to 15 seconds.

**Action Needed:**

Hold the public hearing.



**TOWN OF RICHLANDS**  
**Regular Board Meeting**  
*Agenda Item VIII. - 1.*  
2016-2017 Fiscal Year Audit Report

**Description:**

2016-2017 Fiscal Year Audit Report (Williams, Scarborough, Smith & Gray).

**Review:**

Mr. Paul Urban with the CPA firm of Williams, Scarborough, Smith & Gray will present to the Board the financial audit for the 2016-2017 Fiscal Year.

**Action Needed:**

Receive the report.





## **TOWN OF RICHLANDS**

### **Regular Board Meeting**

#### *Agenda Item VIII. - 2.*

Ordinance 2018-01 (Zoning Text Amendment for Illuminated Signs)

**Description:**

Ordinance 2018-01 (Zoning Text Amendment for Illuminated Signs).

**Review:**

Now that the required public hearing has been held, the Board may deliberate and vote on the proposed Ordinance 2018-01. The proposed ordinance will amend the text of the zoning regulations of the Town of Richlands concerning the length of time that is permissible between message changes on electronically illuminated signs. Currently, the permitted length of time between message changes is 15 minutes. The proposed ordinance will change the time between message changes to a more standard 15 seconds. The City of Jacksonville also limits electronic sign changes to 15 seconds.

**Action Needed:**

Review the proposed ordinance and act as desired.

**ATTACHMENTS:**

Description

▣ Ordinance 2018-01

STATE OF NORTH CAROLINA  
TOWN OF RICHLANDS

ORDINANCE  
2018-01

**Ordinance Amending Official Richlands Zoning Regulations**

Introduced: January 9, 2018  
Adopted:

WHEREAS, the Town of Richlands (hereinafter Town), recognizes some inconsistent language in the certain sections of Chapter 153 ZONING of the Richlands Code of Ordinances, specifically those sections pertaining to electronically illuminated signs; and

WHEREAS, the proposed Text Amendments have been reviewed and deemed appropriate by the Richlands Planning Board; and

WHEREAS, the Richlands Board of Aldermen has posted the required notice and a public hearing for the proposed Text Amendments was held on January 9, 2018; and

NOW, THEREFORE, BE IT ORDAINED:

SECTION 1. That the Richlands Board of Aldermen amends Title XV, Section 153.191, paragraph (E), subsection (2) of the Richlands Code of Ordinances by replacing the phrase “15 minutes” with the phrase “15 seconds” in the second sentence.

SECTION 2. All existing ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. If any section, subsection, paragraph, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

SECTION 4. This ordinance shall be effective immediately upon its adoption.

Adopted at a Regular Board Meeting on \_\_\_\_\_.

\_\_\_\_\_  
McKinley Smith, Mayor

ATTEST:

Approved as to form:

\_\_\_\_\_  
Doreen Putney, Town Clerk

\_\_\_\_\_  
Town Attorney



**TOWN OF RICHLANDS**  
**Regular Board Meeting**  
*Agenda Item VIII. - 3.*  
Sidewalk Repair Proposal

**Description:**

Sidewalk Repair Proposal (Precision Safe Sidewalk).

**Review:**

The town has approximately 8,127 square feet of sidewalk area that are elevated above 1/4 inch and are considered pedestrian trip hazards. There are two basic methods of repairing sidewalks: removing and replacing the targeted sidewalk with new concrete or do a spot repair by sawing the elevated portion with specialized equipment to an ADA compliant slope. The spot repair method is cheaper and much faster to implement.

The attached quote prepared by Precision Safe Sidewalk provides a comprehensive survey out the town's sidewalk repair needs. The cost to address all trip hazards over 1/4 inch in height is \$19,706. The cost to do the same repairs by removing and replacing the sidewalk with new concrete is approximately \$79,000.

I recommend that the Board authorize at a minimum the cost to repair the most sever sidewalk areas by Precision Safe Sidewalks for a cost of \$3,315.

**Action Needed:**

Review the proposal and act as desired.

**ATTACHMENTS:**

Description

- ▣ Precision Safe Sidewalk Quote (2017)



**PSSI G17-332-01**

## **TOWN OF RICHLANDS**

### **SIDEWALK TRIP HAZARD REMOVAL SURVEY AND PROPOSAL**



November 28, 2017  
© 2017 Precision Safe Sidewalks, Inc.

**Presented to: Gregg Whitehead, Town Administrator | Jonathan Jarman, Public Works Director**



**ESTIMATE:** This estimate has been prepared for:

## TOWN OF RICHLANDS - TRIP & FALL HAZARD REMOVAL

**Gregg Whitehead, Town Administrator | Jonathan Jarman, Public Works Director**

302 S Wilmington Street, PO Box 245, Richlands, NC 28574

(910) 324-3301 | [administrator@richlandsnc.gov](mailto:administrator@richlandsnc.gov) | [publicworks@richlandsnc.gov](mailto:publicworks@richlandsnc.gov)

### EXECUTIVE SUMMARY:

Using the information provided by Mr. Whitehead and Mr. Jarman for the Town of Richlands, Precision Safe Sidewalks surveyed a project area to identify sidewalk hazards that create trip and fall liabilities. Our survey, conducted using the specifications of the Americans with Disabilities Act (ADA), revealed 337 trip and fall hazards as shown in Table 1 below:

TABLE 1: TOWN OF RICHLANDS - Mileage			
Locations	Estimated Sidewalk Miles	Total Hazards	Average Hazard Occurrence (Feet)
HARGETT ST	0.74	161	24
ACADEMY ST	0.02	4	26
ONslow ST	0.09	27	18
WILMINGTON ST	0.18	39	24
FOY ST	0.74	106	37
<b>TOTAL</b>	<b>1.77</b>	<b>337</b>	<b>28</b>
*** Average Hazard Occurrence = 28 Feet ***			

We observed that the sidewalk infrastructure in the surveyed area is in generally good structural condition and is an ideal application for our precision-concrete-cutting repair method. Precision Safe Sidewalks proposes to remove all **337 sidewalk trip and fall hazards** in the surveyed areas, meeting or exceeding ADA and OSHA requirements, for **\$19,706**. We have also provided the ability to select a subset of the hazards for repair by CLASS and AREA.

Should you request all hazards be repaired, Precision Safe Sidewalks can complete the work in as few as **4** work days with 2 technicians. While the sidewalk restoration project is underway, we will:

- ✓ keep the sidewalks in service;
- ✓ require no heavy equipment or traffic control;
- ✓ remove all debris and recycle the concrete waste materials;
- ✓ leave the area clean and trip and fall hazard-free.

There are, however, approximately **313 square feet** that will require demolition and replacement (D&R) that we cannot repair (Exhibit C).





ESTIMATE & PROPOSAL  
TOWN OF RICHLANDS  
PROPOSAL NUMBER: PSSI G17-332-01

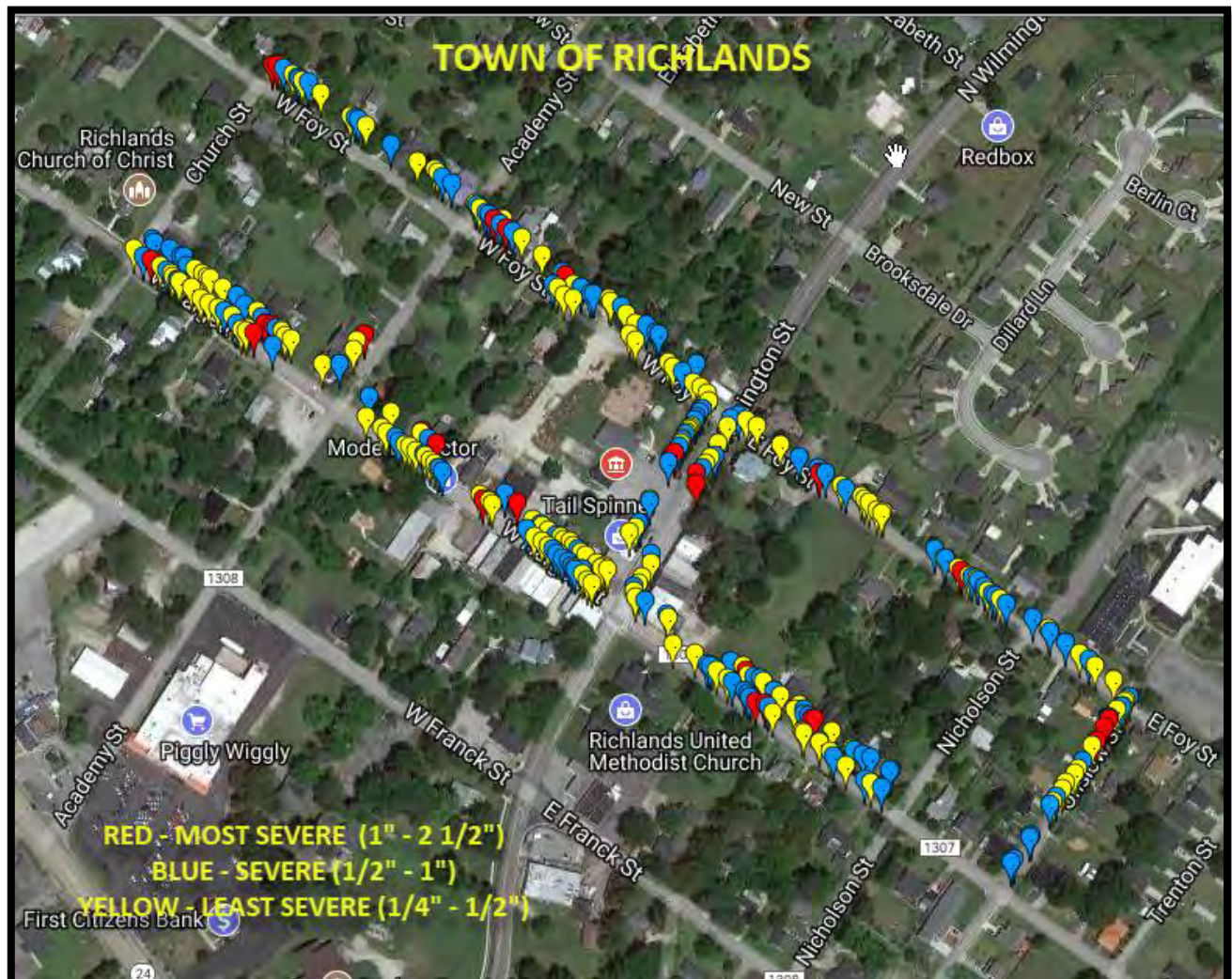
Precision Safe Sidewalks, Inc.  
Raleigh NC | Charlotte NC  
Mechanicsville VA | Charleston WV  
Washington DC  
Office/Fax: (800) 734-8891  
[www.precisionsafesidewalks.com](http://www.precisionsafesidewalks.com)

**Estimated Savings Summary:** We estimate our innovative, patented, precision-concrete-cutting method will save The Town of Richlands more than **\$59,559** on this project over traditional D&R methods.

We would be happy to discuss any aspect of this proposal and look forward to working with The Town of Richlands to enhance its sidewalk ADA compliance program, reduce liability for trip and fall incidents, and improve safety of public walkways.

At the Town of Richlands' request, Precision Safe Sidewalks, Inc. will evaluate additional or alternate locations where our repair services can help stretch funds for sidewalk repairs.

### SURVEY AREA HAZARD LOCATIONS





ESTIMATE & PROPOSAL  
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Precision Safe Sidewalks, Inc.  
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Mechanicsville VA | Charleston WV  
Washington DC  
Office/Fax: (800) 734-8891  
[www.precisionsafesidewalks.com](http://www.precisionsafesidewalks.com)

## METHODOLOGY -- PREPARING THIS ESTIMATE:

1. A census was conducted of all hazards; the hazards were then grouped into three CLASSES and 5 AREAS:

### CLASSES

MOST SEVERE:  
SEVERE:  
LEAST SEVERE:

### SPECIFICATIONS

1 inch to 2½ inches  
½ inch to 1 inch  
¼ inch to ½ inch

2. An estimate of inch feet for each CLASS was prepared based on our experience data base.
3. A fixed bid was prepared giving the flexibility to choose to repair hazards by CLASS, AREA or all hazards in the proposal.

## PRICING **OPTION 1:** REPAIR SELECTED HAZARDS BY CLASS or AREA

TABLE 2: TOWN OF NASHVILLE - Sidewalks						
AREA	LOCATION		LEAST SEVERE	SEVERE	MOST SEVERE	TOTAL
A	HARGETT ST	Hazards	86	61	14	161
		Cost	\$3,358	\$5,129	\$1,794	\$10,281
B	ACADEMY ST	Hazards	3	1	0	4
		Cost	\$103	\$74	\$0	\$177
C	ONSLOW ST	Hazards	11	13	3	27
		Cost	\$379	\$996	\$344	\$1,720
D	WILMINGTON ST	Hazards	20	16	3	39
		Cost	\$766	\$1,273	\$344	\$2,384
E	FOY ST	Hazards	55	44	7	106
		Cost	\$1,929	\$3,395	\$832	\$6,156
TOTAL ALL AREAS		Hazards	175	135	27	337
		Cost	\$6,535	\$10,867	\$3,315	

You can choose any or all cells for repair in this option. For example, if you choose to repair all the MOST SEVERE and SEVERE hazards, the price is \$14,182. If you wanted to repair all trip and fall hazards in AREA A, Hargett Street, the price is \$10,281. The options to make sidewalk repairs at a slope of 1:10 or 1:12 are available for any pricing option.

## PRICING **OPTION 2:** REPAIR ALL HAZARDS

Precision Safe Sidewalks will remove **all sidewalk hazards in the surveyed area** from ¼" to 2½" for a **fixed price of \$19,706.**



## SCOPE OF WORK:

The scope of work includes identifying, measuring, recording, marking, and repairing the sidewalk hazards noted in our census at a slope of 1:8 (ramps at 1:12), and removing approximately 303 lbs. of concrete debris from the area.

Typically, we recycle this debris.

## AVERAGE PRICE PER SQUARE FOOT: \$2.42

There are 8,127 total square feet in the project area. Precision Safe Sidewalks' average price per square foot for the total project is \$2.42 compared to an estimate of \$10.00 per square foot for the Town of Richlands to demolish and replace it. Estimated D&R costs for the Town of Richlands include:

- Cost of concrete -- \$100 per cubic yard
- Labor and Break up to remove existing concrete
- Labor to Pour, Form, Level, Finish, Float & Cut control joints.
- Fuel for multiple site visits to repair or break-up, remove, pour, remove forms, and restore adjacent items
- Equipment such as a backhoe, vehicle to transport backhoe, utility vehicle, and dump truck to remove debris
- Miscellaneous materials to prepare concrete
- Landscape repair

**TABLE 3: COST PER SQUARE FOOT**

<b>\$2.42</b>
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## ESTIMATED SAVINGS: \$59,559

If all the panels were demolished and replaced at a replacement cost of \$10.00 per square foot, we estimate the Town of Richlands will save more than \$59,559 by using Precision Safe Sidewalks.

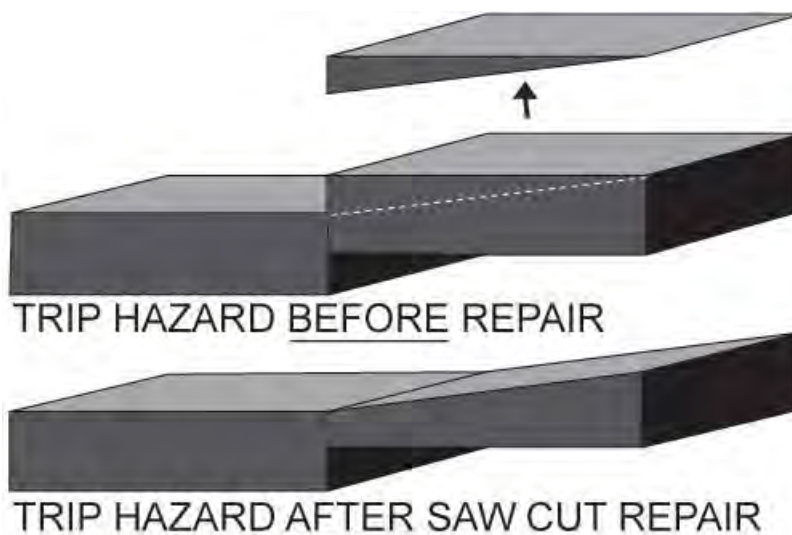
## REPAIR SCHEDULE & DURATION: 4 - 5 Days

When scheduled, we estimate the repairs for all hazards on the property will require 4 to 5 work days with the note that wet weather days will delay our operations. We will remove small sections (10' to 15') of sidewalk from service for periods that range from 3 minutes to 45 minutes and will control all traffic around these areas while they are being repaired. No assistance will be required from the Town of Richlands, although we welcome site visits, evaluations, or inspections at your convenience at any time.



## REPAIR SPECIFICATIONS:

1. Three measurements will be taken of every hazard:
  - a. Height<sup>1</sup> -- the highest point of the hazard
  - b. Height<sup>2</sup> -- the lowest point of the hazard
  - c. Length
  - d. Full Address Location
2. Hazards will be removed from the full length of the panel (full edge-to-edge repair);
3. Sidewalks will be repaired at a slope of 1:8, in compliance with ADA requirements;
4. Handicap ramps or special areas will be repaired at a slope of 1:12, in compliance with ADA requirements;
5. Debris from repaired areas will be collected and removed;
6. A dust abatement system will be used during all repair operations;
7. The repaired area will be smooth and uniform with a coefficient of friction exceeding OSHA requirements for public walkways;
8. A detailed, auditable invoice will be presented for every repair.



## WARRANTY:

Precision Safe Sidewalks, Inc. guarantees its work:

1. All trip and fall hazard repairs will have a zero point of differential in height with the adjacent panel.
2. Repairs will affect only the panel causing the hazard; adjacent panels or immovable objects will be unaffected.
3. The slope of all repairs will be in compliance with ADA or precisely at your specification. For this estimate, we have assumed a repair slope of 1:8.
4. The repaired surface will exceed OSHA requirements for friction on public walkways.



ESTIMATE & PROPOSAL  
TOWN OF RICHLANDS  
PROPOSAL NUMBER: PSSI G17-332-01

Precision Safe Sidewalks, Inc.  
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#### **SAFETY:**

Precision Safe Sidewalks, Inc. has a flawless safety record; we use OSHA approved equipment, certify all employees who work directly in trip and fall hazard repair, and have outstanding safety practices for both employees and the public who may be using the walkways we are repairing. We have worked in dense urban, high pedestrian traffic areas, universities as well as residential neighborhoods and historic districts to complete projects without incident. Our clients often receive unsolicited compliments for the work we have performed for them.

#### **INSURANCE and INCORPORATION:**

Precision Safe Sidewalks, Inc. is a corporation registered in the state of South Carolina with a Certificate of Authority to operate in North Carolina, Virginia, West Virginia and the District of Columbia. We serve the entire states of North Carolina, Virginia, West Virginia and the District of Columbia. Proof of liability, workers compensation, and auto insurance will be provided as requested.

#### **SOLE SOURCE:**

Due to the nature of our business, and in lieu of the ability to receive competitive bids, frequently we have been asked to provide a letter stating that our technology relies upon patents that have been issued by the US Patent and Trademark office. These patents enable us to provide the best available trip and fall hazard removal service to our clients.

Within the states of North Carolina, Virginia, West Virginia and the District of Columbia, Precision Safe Sidewalks, Inc. is the only company authorized to use the patented equipment and method for removing sidewalk trip and fall hazards as described by the following patent numbers:

U.S. Pat. No. 6,827,074  
U.S. Pat. No. 7,000,606  
U.S. Pat. No. 7,143,760  
U.S. Pat. No. 6,896,604  
U.S. Pat. No. 7,201,644  
U.S. Pat. No. 7,402,095

Generally, these patents apply to the cutting equipment, cutting method, and dust abatement system used by Precision Safe Sidewalks, Inc. A sole source letter is available upon request.



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### US GREEN BUILDING COUNCIL MEMBER

As a member of the Green Building Council, we track savings from the use of our service, which is a green building practice. For this project, we estimate savings will include:



The U.S. Green Building Council (USGBC) is a 501(c)(3) nonprofit membership organization with a vision of a sustainable built environment within a generation. Its membership includes corporations, builders, universities, government agencies, and other nonprofit organizations. USGBC is dedicated to expanding green building practices and education and its LEED® (Leadership in Energy and Environmental Design) Green Building Rating System™.

### GREEN PARAMETERS:

#### **Estimated Natural Resources Saved:**

- between 179 and 190 tons of waste concrete from removal and landfills (2,709 cubic feet of concrete at an average weight of 132 to 140 lbs per cubic foot)
- approximately same amount of materials and resources to replace the concrete that was removed

#### **Estimated Fossil Fuels Saved: 293 gallons**

- hauling equipment to and from the site to remove sidewalks
- operating backhoe equipment to break up and remove concrete
- round trip transportation of 179 to 190 tons of debris to the landfill
- round trip transportation of new materials to replace the removed sidewalks

#### **Estimated Greenhouse Gas Emissions Avoided: 26.7 Metric Tons CO<sub>2</sub>**

Our clients often wonder what reducing carbon dioxide (CO<sub>2</sub>) emissions from repairing sidewalks means in everyday terms – instead of demolishing and replacing them. We have taken the parameters from your project and used the Greenhouse Gas Equivalencies Calculator (provided by the US Environmental Protection Agency) to help understand just that. For this project, an estimated *26.7 Metric Tons of CO<sub>2</sub> – Carbon Dioxide or CO<sub>2</sub> equivalent gases will not be produced*: This is the result of repairing the trip and fall hazards on sidewalks versus removing the sidewalk panels and sending them to the landfill.



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## PICTURES & SPECIAL CASES:

Pictures of MOST SEVERE hazard examples and Special Cases in the project area are included in Exhibit A.

Some sidewalk panels were cracked but serviceable--if the hazard around the crack was repaired; if a panel had 2 or more cracks, no repair work was estimated. Generally, if a panel had one or two cracks and was serviceable, repairs were estimated and included in the totals above. These numbers are small and not significant.

There are approximately 313 square feet of sidewalk where D&R will be necessary that we cannot repair. This information is available in Exhibit C.

## CONFIDENTIALITY:

This copyrighted material is presented by Precision Safe Sidewalks, Inc. to the Town of Richlands for the purpose of evaluating an offer to provide trip and fall hazard removal services. These literary, graphic, and pictorial works may not be reproduced or retransmitted in any form and the information presented in this proposal may not be disseminated without express written consent.

## PROJECT INITIATION:

When advised of acceptance of this proposal, Precision Safe Sidewalks will assign an Operations Manager for the project who will conduct a kick-off meeting with the project manager assigned by the Town of Richlands. During this meeting, we will discuss:

- Project Strategy and starting location
- Project Schedule and work days
- Special scheduling requests
- Reporting on progress
- General specifications for repairs
- Contact information
- Additional Town of Richlands requirements



## EXHIBIT A

### AREA A: Hargett Street







**AREA C: Onslow Street**





**AREA D: Wilmington Street**



**AREA E: Foy Street**







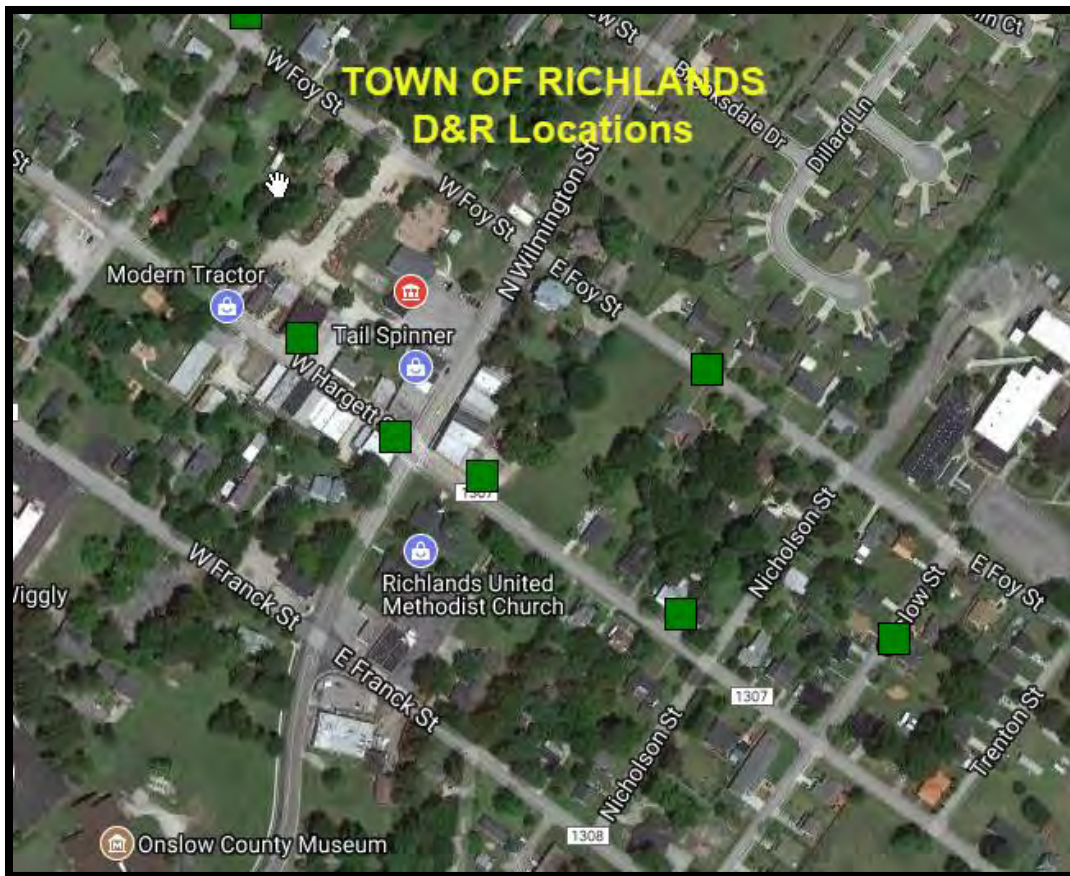
## EXHIBIT B

### Sidewalk Trip and Fall Hazard Repair Example



## EXHIBIT C

TABLE 4: TOWN OF NASHVILLE - D&R	
Location	Square Feet
HARGETT ST	193
ONslow ST	20
FOY ST	100
Total	313

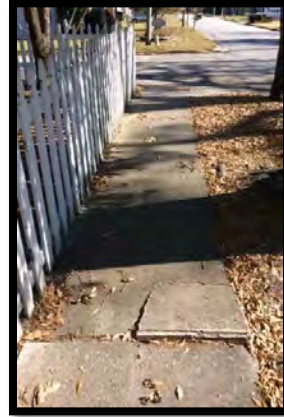
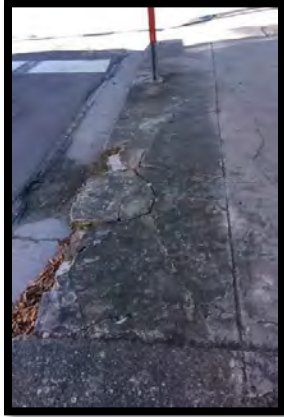






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[www.precisionsafesidewalks.com](http://www.precisionsafesidewalks.com)





## EXHIBIT D

Federal Register / Vol. 56, No. 144 / Friday, July 26, 1991 / Rules and Regulations

# Federal Regulations on Trip Hazard Removal

## Part III

## Department of Justice

### Office of the Attorney General

#### 28 CFR Part 36

#### Nondiscrimination on the Basis of Disability Public Accommodations and in Commercial Facilities; Final rule

## 4.5 Ground and Floor Surfaces

### Excerpts from Federal Register

**4.5.2 Changes in Level.** Changes in level up to 1/4 in (6 mm) may be vertical and without edge treatment. Changes in level between 1/4 in and 1/2 in (6mm and 13mm) shall be beveled with a slope no greater than 1:2. Changes in level greater than 1/2 in (13 mm) shall be accomplished by means of a ramp that complies with 4.7 or 4.8.

**4.7.2 Slope.** Slopes of curb ramps shall comply with 4.8.2. Transitions from ramps to walks, gutters, or streets shall be flush and free of abrupt changes. Maximum slopes of adjoining gutters, road surface immediately adjacent to the curb ramp, or accessible route shall not exceed 1:20.

**4.8.2 Slope and Rise.** The least possible slope shall be used for any ramp. The maximum slope of a ramp in new construction shall be 1:12. The maximum rise for any run shall be 30 in (760 mm). Curb ramps and ramps to be constructed on existing sites or in existing building or facilities may have slopes and rises as allowed in 4.1.6(3)(a) if space limitations prohibit the use of a 1:12 slope or less.

**3 – a – 1.** A slope between 1:10 and 1:12 is allowed for a maximum rise of 6 inches.

**3 – a – 1.** A slope between 1:8 and 1:10 is allowed for a maximum rise of 3 inches. A slope steeper than 1:8 is not allowed.



ESTIMATE & PROPOSAL  
TOWN OF RICHLANDS  
PROPOSAL NUMBER: PSSI G17-332-01

Precision Safe Sidewalks, Inc.  
Raleigh NC | Charlotte NC  
Mechanicsville VA | Charleston WV  
Washington DC  
Office/Fax: (800) 734-8891  
[www.precisionsafesidewalks.com](http://www.precisionsafesidewalks.com)

## ACCEPTANCE OF PROPOSAL

FAX TO: (800) 734-8891

Or EMAIL TO: [g.leighton@precisionsafesidewalks.com](mailto:g.leighton@precisionsafesidewalks.com)

**SCOPE of PROJECT:**

Repair of trip and fall hazards in areas identified in PROPOSAL  
NUMBER: PSSI GL17-332-01

**OPTION/COST:**

**P. O. NUMBER:**

Date:

Name:

**APPROVED BY:**

Signature:

Title:

Phone:

Email:

**NOTES:**

Upon receipt of this signed acceptance, Precision Safe Sidewalks, Inc. will schedule the requested repairs. Every effort will be made to accommodate the Requested Start Date.



## **TOWN OF RICHLANDS**

### **Regular Board Meeting**

#### *Agenda Item VIII. - 4.*

#### **Sylvester Heights Public Works Project**

##### **Description:**

Sylvester Heights Public Works Project Work Quote.

##### **Review:**

The Board is well aware of the ongoing drainage culvert issues at the intersection of Fay Avenue and Nan Street at the Sylvester Heights subdivision. We have recently discovered to what appears to be a block length section of long abandoned sewer line located along one side of Nan Street. We suspect that the abandoned sewer line may be a cause of the ongoing drainage culvert issues at the intersection. However, the town does not know the condition or exactly where the abandoned sewer line stops.

Before the town spends capital on possibly capping off the abandoned sewer line or even potentially having to dig it up, the company Terracon can perform ground penetrating radar in the affected area in an attempt to discover not only the location of the abandoned sewer line but other anomalies that may be attributing to the damage to the drainage pipe at the intersection of Nan Street and Fay Avenue.

The attached quote provided by Terracon offers geophysical exploration services (ground penetrating radar) of the affected area for \$2,850.

##### **Action Needed:**

Review the project proposal and act as desired.

##### **ATTACHMENTS:**

Description

▣ Terracon Work Quote

December 22, 2017



Rivers and Associates, Inc.  
P.O. Box 929  
107 East Second Street  
Greenville, North Carolina 27835

Attn: Mr. Marvin (Mark) Garner, Jr., AICP  
P: (252) 752 4135  
E: mgarner@riversandassociates.com

Re: Proposal for Geophysical Exploration Services  
Richlands GPR Project  
Intersection of Nan Street and Fay Street  
Richlands, North Carolina  
Terracon Proposal No. P75175187

Dear Mr. Garner:

As requested, Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal for geophysical testing for the referenced project. This proposal outlines our understanding of the project and scope of services requested by you and provides a lump sum cost for our services.

## **1.0 PROJECT INFORMATION**

We understand that a storm culvert has been collapsing beneath Nan Street and Fay Street, in Richlands, North Carolina. The client believes this culvert is connected to a suspected "abandoned sewer" along Nan Street. The approximate location of the abandoned sewer and collapsing storm culvert is identified in green in Exhibit 1. The purpose of the geophysical exploration is to aid in identifying the approximate location of the suspect abandoned sewer and help identify voids beneath the existing pavement that may have been caused by the collapsing of the abandoned sewer.

## **2.0 SCOPE OF SERVICES**

### **2.1 Field Services**

Terracon will provide an employee appropriately trained and equipped to respond to the needs of this project as scheduled by Rivers and Associates (client). Based on our discussions with Mr. Garner, we understand the scope of services includes:

Terracon Consultants, Inc. 7327-G West Friendly Avenue Greensboro, North Carolina 27410  
P [336] 854 81352 F [336] 365 7020 terracon.com





**Geophysical Services** - Terracon will use a ground penetrating radar (GPR) system consisting of a 200 and 1600 MHz antenna made by Geophysical Survey Systems Inc. (GSSI), or similar equipment, to perform an upper profile geophysical survey. Terracon will explore the exposed sides of cross beams identified by the client. In general, GPR field collection follows that referenced in ASTM D6432, and more information on both the general method and collection procedures can be found in the standard.

The geophysical exploration will be performed using the following method:

- The proposed area identified in red in Exhibit 1 will be free-scanned and anomalies consistent with buried utilities will be marked in the field and recorded.
- The proposed area identified in yellow in Exhibit 1 will be scanned on an approximately 2-foot grid and data will be collected and post-processed using RADAN software engineered by GSSI. Evaluation of the 2-D cross-sections would be performed to locate anomalies consistent with voids in the soils below the existing concrete. Approximate locations of any anomalies will be marked on the drawings provided to Terracon, and anomalies may be marked in the field with paint.

The geophysical exploration is based on the following limitations:

- It is our understanding that the area will be clean and free of obstructions; areas containing obstruction will not be explored.
- Depth of suspect utilities is not anticipated to exceed 8 feet.
- Field work will be completed in one, separate mobilization

GPR utilizes radio waves to detect changes in the subsurface of the area being scanned. Changes in the signal generally indicate material property changes such as, but not limited to electromagnetic conductivity and dielectric constant, which in some cases can be qualitatively linked to other material properties such as density, moisture, or material type, and can be effective in identifying the presence and location of items such as voids, buried concrete, tanks, underground utilities, and embedded reinforcing steel in concrete and masonry structures, among other things. The instrument is capable of both producing real-time images and recording images for later interpretation.

It should be noted that, as with any geophysical testing method, these processes rely on instrument signals to indicate physical conditions in the field. Signal information can be affected by on-site conditions beyond the control of the operator such as, but not limited to, concrete/soil types, concrete/soil moisture, reinforcing steel spacing, and/or groundwater table depth. Interpretation of those signals is based on a combination of known factors combined with the experience of the operator and geophysical scientist evaluating the results. Utilizing conventional observation, sampling and testing ("truthing") of select areas is highly recommended to confirm the results from the geophysical surveys. As with all geophysical methods, the geophysical results provide a level



of confidence, but should not be considered absolute. Thus, we cannot be responsible for the misinterpretation of unverified geophysical results by others.

If major revisions to the scope of services are anticipated once the field survey has commenced, you will be notified to discuss recommended changes to our scope of services and associated fee changes.

**Report** – Following the completion of our field services, a report will be provided with the following:

- Methods used during the GPR exploration
- A site diagram of the area(s) scanned.
- The approximate depth and location of location of anomalies consistent with utilities marked in the field.
- The results of the void exploration.

**Site Access** – We understand that the areas to be investigated will be free of equipment or other obstacles and accessible to a cart-mounted antenna. For best results, the site should be relatively smooth and free of debris as both conditions can cause survey difficulty and radar interference.

**Terracon's Incident and Injury-Free Culture** – Employee safety is a core value of Terracon and we are committed to an Incident and Injury-Free (IIF) workplace. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family every day. All employees are expected to perform their job assignments with safety as a primary objective. Terracon dedicates the time, resources, and equipment necessary for an IIF environment and no employee will be required to work in unsafe conditions.

**Scheduling** – We can generally begin the field exploration program within about one to two weeks after receipt of our signed Agreement for Services, if site and weather conditions permit. Terracon requires at least a 48-hour notification prior to conducting field services. A report is anticipated to take approximately one to two weeks; however, preliminary data could be provided upon request

### **3.0 COMPENSATION**

Based on our scope of services, our lump sum cost to perform the geophysical exploration and report for the referenced area in this proposal is \$2,850.00. An invoice will then be submitted upon completion of these services.

### **4.0 AUTHORIZATION**

This proposal may be accepted by executing the attached Agreement for Services and returning it along with this proposal to Terracon. This Agreement, including the limitations it contains, shall

**Proposal for Geophysical Exploration Services**  
Richlands GPR Project ■ Richlands, North Carolina  
December 22, 2017 ■ Terracon Proposal No. P75175187

**Terracon**


constitute the exclusive terms, conditions and services to be performed for this project. This proposal is valid only if authorized within sixty (60) days from the listed proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Please call the undersigned if you have any questions or would like to review this proposal.

Sincerely,  
**Terracon Consultants, Inc.**



Josh Lopez  
Geophysicist



James (Jim) D. Hoskins III, P.E.  
Principal / Office Manager

Attachments: Exhibit 1 – Exploration Location Diagram  
Agreement for Services



Exhibit 1 - Proposed Exploration Location Diagram





## AGREEMENT FOR SERVICES

This **AGREEMENT** is between Rivers and Associates Inc ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Richlands GPR Project project ("Project"), as described in the Project Information section of Consultant's Proposal dated 12/22/2017 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$10,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single



limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**  
 By: \_\_\_\_\_ Date: **12/22/2017**  
 Name/Title: **James D Hoskins / Office Manager II**  
 Address: **7327 W Friendly Ave Ste G**  
**Greensboro, NC 27410-6253**  
 Phone: **(336) 854-8135** Fax: \_\_\_\_\_  
 Email: **Jim.Hoskins@terracon.com**

Client: **Rivers and Associates Inc**  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name/Title: **Marvin (Mark) Garner / Vice President**  
 Address: **P.O. Box 929 107 East Second Street**  
**Greenville, NC 27835**  
 Phone: **(252) 752-4115** Fax: \_\_\_\_\_  
 Email: **mgarner@riversandassociates.com**



## **TOWN OF RICHLANDS**

### **Regular Board Meeting**

#### *Agenda Item IX. - 1.*

Administrator Notes and Updates

#### **Description:**

- The next regularly scheduled meeting of Revive Downtown Richlands is Thursday January 11, 6:30 PM at town hall.
- The Resolution Run 5K hosted by Revive Downtown Richlands originally scheduled for January 6, 2018 has been moved to March 3 due to inclement weather.

#### **Review:**

#### **Action Needed:**



## **TOWN OF RICHLANDS**

### **Regular Board Meeting**

#### *Agenda Item X. - 1.*

December 2017 Police Report

**Description:**

Attached is the Police Activity Log for December 2017 and a 2017 Year Summary.

**Review:**

**Action Needed:**

Receive the Police Report.

**ATTACHMENTS:**

Description

- ▣ December 2017 Police Activity Log
- ▣ 2017 Police Activity Summary



# Activity Log Event Summary (Cumulative Totals)

## Richlands Police Department

(12/01/2017 - 12/31/2017)

<No Event Type Specified>	3	Accident	12
Adminstration Run	39	Alarm Activation	19
Animal Complaint	6	Arrest	22
Assist EMS	20	Assist Motorist	5
Assist Other Department	4	Assist Other RPD Officer	68
Background Investigations	2	Bank Deposit Escort	30
Bicycle Patrol	1	Breaking and Entering	1
Breathalyzer Examinations	4	Business Check	4,360
Business Walk through	593	Call for Service	547
Careless & Reckless	1	Child Custody Exchange	1
Citation	128	Cite & Release	11
Civil Problem	3	County Assist	2
Credit Card Fraud	1	Domestic	6
Drunk Assist	2	DWI	1
DWLR	22	Expired State Inspection	3
Expired Tags	23	Fictitious Tags	2
Field Interviews	2	Fingerprinting	5
Follow up Investigation	39	Follow up on Ordinance Violations	3
Found Property/Safe Keeping	3	FTO Training	10
Funeral Escort	4	Harassment	3
Headlights/Taillights/License Plate Lights Out	45	Incident Report	35
Junk Cars Violations	1	Juvenile Problems	5
Larceny	4	License Pick-Up	2
Mileage	3	Miscellaneous Citations	1
Narcotic Incident	3	No Insurance	9
Noise Complaint	2	NOL	9
Open Container	1	Open Door/Windows	19
Operational Reports	26	Ordanance Violation	4
Other Registration Violations	1	Parking Tickets	1
Patrol Zone 1	84	Patrol Zone 2	85
Patrol Zone 3	87	Patrol Zone 4	91
Patrol Zone 5	82	Patrol Zone 6	81
Possession of Drug Paraphernalia	5	Possession of illegal perscriptions	1



# Activity Log Event Summary (Cumulative Totals)

Richlands Police Department

(12/01/2017 - 12/31/2017)

Possession of Marijuana	3	Property Damage	7
Request Assistance	2	Residence Check	38
Revoked License Plate	7	Safe Movement Violation	1
Seatbelt	1	Special Assignment/Meeting	5
Speeding	68	Standby	1
Stoplight/Sign	23	Suicide Threats	1
Supplement to report	19	Suspicious Person	9
Suspicious Vehicle	4	Tag Lights	17
Towed Vehicle	1	Traffic Control	197
Traffic Education	116	Transport to Jail	7
Unlock Car	16	Vehicle Check After Shift	89
Vehicle Check Before Shift	91	Vehicle Plate/Tag Pick-up	4
Vehicle Searches	3	Vehicle Stop	202
Verbal Warnings	119	Warrant	9
Welfare Check	4		

Total Number Of Events: 7,762

# Activity Log Event Summary (Cumulative Totals)

## Richlands Police Department

(01/01/2017 - 12/31/2017)

<No Event Type Specified>	15	911 Hang-Up	23
Accident	139	Adminstration Run	627
Alarm Activation	103	Animal Complaint	40
Arrest	209	Assault	11
Assist EMS	164	Assist Highway Patrol	4
Assist Motorist	40	Assist Other Department	40
Assist Other RPD Officer	885	Attended Court	3
Background Investigations	56	Bank Deposit Escort	358
Bicycle Patrol	6	Bomb Threat	1
Breaking and Entering	11	Breathalyzer Examinations	32
Business Check	47,909	Business Walk through	593
Call for Service	5,964	Careless & Reckless	27
Child abuse	2	Child Custody Exchange	8
Child Safety Seat	2	Citation	1,929
Cite & Release	83	Civil Problem	23
Communicating A Threat	9	Counterfeit Money/Documents	3
County Assist	14	Credit Card Fraud	4
Cyber Crime	2	Death	3
Disorderly Conduct	3	Domestic	44
Drivers License Check Point	26	Drunk Assist	14
DWI	13	DWI Check Point	2
DWLR	164	Expired State Inspection	56
Expired Tags	277	Fictitious Tags	17
Field Interviews	6	Fights	1
Financial Card Fraud	3	Financial Card Theft	1
Fingerprinting	132	Fire Calls	15
Flee and Elude	1	Follow up Investigation	380
Follow up on Ordinance Violations	349	Foot Patrol	30
Forgery	1	Found Property/Safe Keeping	20
Fraudulent Documents	4	FTO Training	79
Funeral Escort	38	Grass Clippings in street	30
Grass Violations	267	Harassment	10
Headlights/Taillights/License Plate Lights Out	397	Hit & Run	4

# Activity Log Event Summary (Cumulative Totals)

## Richlands Police Department

(01/01/2017 - 12/31/2017)

Illegal Controlled Substance	3	Incident Report	294
Junk Cars Violations	1	Juvenile Problems	21
Larceny	44	Left door Knockers for Ordinance Violations	23
Letters sent on Ordinance Violation	215	License Pick-Up	37
Lost or Stolen Property	9	Mandatory In-Service Training	22
Mileage	19	Miscellaneous Citations	32
Missing Person	3	Narcotic Incident	20
Narcotic Investigation	4	Neighborhood Dispute	3
No Insurance	46	Noise Complaint	50
NOL	101	Obtaining Property By False Pretense	10
Open Cars/Found Tags/Liberty Motors	4	Open Container	10
Open Door/Windows	101	Operational Reports	299
Ordanance Violation	48	Other Drivers License Violations	5
Other Registration Violations	21	Other Town Ordinance Violations	4
Parking Tickets	4	Patrol Zone 1	1,019
Patrol Zone 2	1,041	Patrol Zone 3	1,046
Patrol Zone 4	1,025	Patrol Zone 5	1,052
Patrol Zone 6	1,064	Possession of Cocaine	1
Possession of Drug Paraphernalia	31	Possession of illegal perscriptions	1
Possession of Marijuana	28	Possession of Meth	1
Possession Of Stolen Property	1	Property Damage	45
Request Assistance	78	Residence Check	68
Resist, Obstruct/Delay Officer	9	Revoked License Plate	61
Safe Movement Violation	12	Seat Belt Initiative Check Point	2
Seatbelt	182	Sexual Assault	2
Shoplifting	1	Special Assignment/Meeting	146
Speeding	1,311	Standby	9
Stoplight/Sign	292	Subpoena	10
Suicide Threats	3	Supplement to report	275
Suspicious Person	72	Suspicious Vehicle	36
Tag Lights	123	Towed Vehicle	1
Town Cut Grass	43	Traffic Control	2,824
Traffic Education	1,183	Transport to Jail	49

# Activity Log Event Summary (Cumulative Totals)

Richlands Police Department

(01/01/2017 - 12/31/2017)

Trespassing	2	Under Age Drinkers	2
Unlock Car	117	Vehicle Check After Shift	1,167
Vehicle Check Before Shift	1,211	Vehicle Plate/Tag Pick-up	21
Vehicle Searches	26	Vehicle Stop	2,797
Verbal Warnings	1,236	Warning Citation	12
Warrant	77	Welfare Check	38
Window Tint Violation	9		

Total Number Of Events: 83,041