

**NORTH CAROLINA  
GUILFORD COUNTY**

**CITY OF GREENSBORO  
REIMBURSEMENT CONTRACT  
WR 2014-\_\_\_\_\_**

THIS CONTRACT AND AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between SHADY GROVE WESLEYAN CHURCH referred to as the "DEVELOPER", and the City of Greensboro, a body politic and corporate, hereinafter sometimes referred to as the "CITY".

**WITNESSETH**

WHEREAS, SHADY GROVE WESLEYAN CHURCH is the DEVELOPER of certain property located along Bunker Hill Road, Deep River Township, Guilford County; and

WHEREAS, in order to provide water facilities for the above property, it is necessary to install certain water lines described herein; and

WHEREAS, the DEVELOPER has agreed to finance and install the following water lines:

**8-INCH WATER MAIN:** Installation of approximately 1,160 L.F. of 8" water main along Bunker Hill Road from an existing 16" stub located at the intersection of West Market Street and Bunker Hill Road to the north approximately 1,160 feet across the property limits.

WHEREAS, the DEVELOPER has agreed to construct said water line in conformance with the standards and policies of the City of Greensboro and upon completion shall relinquish said line and convey all interest to the City of Greensboro; and

WHEREAS, the CITY has determined that the capacity of said water line to be extended should be in excess of the needs of the DEVELOPMENT in order to provide adequate service to other properties in the immediate area; and

WHEREAS, the CITY has agreed to reimburse the DEVELOPER costs necessary to oversize the water line from a 8-inch to a 16-inch in diameter, not to exceed \$75,000.00

NOW, THEREFORE, in consideration of the mutual covenants and promises, the parties do mutually contract and agree as follows:

The DEVELOPER agrees to install or have under construction the aforementioned water line as described herein within eighteen (18) months from the date of this contract. However, it is expressly understood and agreed that if the DEVELOPER does not begin said construction during this period, then this Agreement is null and void and of no effect.

The CITY agrees to reimburse to the DEVELOPER for costs associated with the over sizing of the water line from a 8-inch to a 16-inch in diameter line, in an amount not to exceed \$75,000.00

Reimbursement shall be made by the CITY only upon the occurrence of all of the following:

- (1) Receipt by the CITY of three engineer-certified estimates of the proposed utility extensions priced two ways. The first estimate shall be priced to reflect the cost of installing the oversized utilities and the second estimate shall reflect the cost of installing the utility extensions sized according to the development's needs only, subject to the minimum size criteria established by Water Resources; and
- (2) Review by CITY of the estimates and offer for reimbursement in an amount based on the over sizing cost premium from the lowest engineer-certified estimate; and
- (3) Completion by the DEVELOPER of the water service application process and payment of all associated connection fees; and
- (4) Connection by the DEVELOPER of all facilities served from a water supply well to the CITY water supply; and
- (5) Review and acceptance by the CITY of the water line once it is placed in service; and
- (6) Relinquishment of said water line and a conveyance of all interest in said water line from the DEVELOPER to the CITY;

The DEVELOPER agrees to pay the standard water and sewer acreage charge, determined by the amount of acreage of public record owned directly or indirectly, at the appropriate time. Fees are due prior to a plat being recorded, utility plans being approved or a building permit being issued, whichever occurs first.

In constructing said water line improvements the CITY encourages the DEVELOPER to look for opportunities to utilize local and Minority and Women's Business Enterprise (M/WBE) firms. It is the policy of the CITY to provide minorities and women equal opportunity to participate in all aspects of City contracting. It is further the policy of the City to prohibit discrimination against any person or business on the basis of race, color, creed, gender, religion, age disability and national origin and to conduct its contracting programs so as to prevent such discrimination.

To the maximum extent allowed by law, DEVELOPER shall defend, indemnify, and hold harmless CITY from and against all claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements and expenses that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of DEVELOPER or its subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this section, DEVELOPER shall at its sole expense defend CITY with legal counsel reasonably acceptable to CITY.

[Executions are on the following page. The balance of this page has been intentionally left blank]

IN WITNESS WHEREOF, the CITY and DEVELOPER have executed this Agreement as of the day and year first above written.

SHADY GROVE WESLEYAN CHURCH:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Recommended by: \_\_\_\_\_  
Director of Water Resources

ATTEST:

CITY OF GREENSBORO

\_\_\_\_\_

City Clerk

By: \_\_\_\_\_

Nancy Vaughan, Mayor

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_

Finance Officer

Approved as to form:

\_\_\_\_\_

Associate General Counsel