



Agenda

Greenville City Council

August 6, 2012
6:00 PM
City Council Chambers
200 West Fifth Street

Assistive listening devices are available upon request for meetings held in the Council Chambers. If an interpreter is needed for deaf or hearing impaired citizens, please call 252-329-4422 (voice) or 252-329-4060 (TDD) no later than two business days prior to the meeting.

I. Call Meeting To Order

II. Invocation - Mayor Thomas

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

- **Public Comment Period**

The Public Comment Period is a period reserved for comments by the public. Items that were or are scheduled to be the subject of public hearings conducted at the same meeting or another meeting during the same week shall not be discussed. A total of 30 minutes is allocated with each individual being allowed no more than 3 minutes. Individuals who registered with the City Clerk to speak will speak in the order registered until the allocated 30 minutes expires. If time remains after all persons who registered have spoken, individuals who did not register will have an opportunity to speak until the allocated 30 minutes expires.

VI. Consent Agenda

1. Minutes from regular City Council meetings held on March 5, March 8, and May 10, 2012 and from Special City Council meetings held on June 5 and June 26, 2012
2. Letter authorizing Amtrak to use the Greenville Area Transit (GREAT) transfer point on Reade Street as a stop for Amtrak's Eastern NC Thruway Service
3. Resolution accepting dedication of rights-of-way and easements for Gateway West - Portion of Gateway Drive and Lot 10

4. Resolution authorizing the disposition of two surplus K-9 inserts (vehicle kennels) to the Town of Ayden
5. Award of a pre-event contract for debris management and removal services in the event of a natural disaster
6. Memorandum of agreement with the North Carolina Department of Transportation for the emergency removal of debris during a state of disaster
7. Reimbursement resolution for financing Greenville Utilities Commission's heavy equipment and vehicle purchases with installment purchase loan
8. Series resolution for Greenville Utilities Commission's Water Treatment Plant Raw Water Pump Station Improvements - WCP 99
9. Report on bids awarded

VII. New Business

10. Presentations by Boards and Commissions
 - a. Neighborhood Advisory Board
 - b. Police Community Relations Committee
11. Discussion on modifying the current process by which individuals are selected to serve on the Neighborhood Advisory Board to include appointments made directly by City Council
12. Presentation on the proposed City of Greenville Lighting Standards
13. Budget ordinance amendment #1 to the 2012-2013 City of Greenville budget (Ordinance #12-027) and amendments to the Special Revenue Grant Fund (Ordinance #11-003), the CD-Small Business Loan Fund (Ordinance #98-75), the Center City Revitalization Fund (Ordinance #05-127), the Wayfinding Capital Project Fund (Ordinance #06-65), and the Greenways Capital Project Fund (Ordinance #12-007.02); and an ordinance establishing the Dream Park Capital Project Fund
14. Discussion of planned recreation facility closure
15. Ordinance establishing a downtown limited time zone parking permit program
16. Presentation of uptown parking deck site analysis
17. Contract award for professional design services for the South Tar River Greenway Phase 3 Project – Pitt Street to Moye Boulevard

VIII. Review of August 9, 2012 City Council Agenda

IX. Comments from Mayor and City Council

X. City Manager's Report

XI. Closed Session

- To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes, said law rendering the information as privileged or confidential being the Open Meetings Law and the Personnel Privacy Statute
- To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee

XII. Adjournment



City of Greenville, North Carolina

Meeting Date: 8/6/2012
Time: 6:00 PM

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- Title of Item:** Minutes from regular City Council meetings held on March 5, March 8, and May 10, 2012 and from Special City Council meetings held on June 5 and June 26, 2012
- Explanation:** Proposed minutes from regular City Council meetings held on March 5, March 8, and May 10, 2012 and from Special City Council meetings held on June 5 and June 26, 2012 are presented for review and approval.
- Fiscal Note:** There is no direct cost to the City.
- Recommendation:** Review and approve proposed minutes from regular City Council meetings held on March 5, March 8, and May 10, 2012 and from Special City Council meetings held on June 5 and June 26, 2012.
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Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

- [Proposed Minutes of March 5 2012 City Council Meeting 921417](#)
 - [Proposed Minutes of March 8 2012 City Council Meeting 923040](#)
 - [Proposed Minutes of May 10 1012 City Council Meeting 927958](#)
 - [Proposed Minutes of June 5 2012 City Council Meeting 931616](#)
 - [Proposed Minutes of June 26 2012 Special City Council Meeting 930573](#)
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PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, MARCH 5, 2012

A regular meeting of the Greenville City Council was held on Monday, March 5, 2012 in the Council Chambers, located on the third floor at City Hall, with Mayor Allen M. Thomas presiding. Mayor Thomas called the meeting to order at 6:00 pm. Council Member Smith gave the invocation, followed by the Pledge of Allegiance.

Those Present:

Mayor Allen M. Thomas, Mayor Pro-Tem Rose H. Glover, Council Member Kandie Smith, Council Member Marion Blackburn, Council Member Calvin R. Mercer, Council Member Max R. Joyner, Jr. and Council Member Dennis J. Mitchell

Those Absent:

None

Also Present:

Interim City Manager Thomas M. Moton, Jr., City Attorney David A. Holec, and City Clerk Carol L. Barwick

APPROVAL OF THE AGENDA

Council Member Joyner moved to approve the agenda as presented. Council Member Blackburn seconded the motion which passed by unanimous vote.

PUBLIC COMMENT

Mayor Thomas opened the public comment period at 6:03 pm and explained procedures to be followed by anyone who wished to speak.

- Jay Holley – 1906 Fairview Way

Mr. Holley stated he is the current Chairperson for the Environmental Advisory Commission (EAC) for the City of Greenville. He stated the EAC has been looking at agendas and the latest planning document regarding the City Council's strategic goals and they wanted to express some concerns. The City has made dramatic improvements with regard to environmental stewardship over the past few years. He cited significant improvements in recycling rates, the lighting study which focused on energy efficiency, support of higher energy efficiency standards for building codes and expansion of



greenways as just a few examples of Greenville's success. Mr. Holley stated in 2011, one of the goals of the City Council was promotion of sound environmental policies, but he understands that the proposed strategic goals for this year do not include that. Instead, environmental issues have been set as a value area. The EAC is a dedicated group of volunteers appointed by the City Council and they have worked diligently to help advise the City Council on a variety of environmental issues. They are very concerned that the strategic goals document being considered demotes environmental issues because they feel it may cause confusion among the public. Protecting the environment, in their opinion, is not an option. It is imperative to keep focus on the importance of having good, sound environmental policies. If Greenville wants to be a destination city to attract people with new business initiatives, we need good, solid environmental policies that promote good growth. If we want to maintain a good quality of life, it is important that the City Council keep environmental initiatives as one of its main goals. Mr. Holley stated the EAC respectfully requests the City Council consider reestablishing "promotion of sound environmental policies" as one of its main goals.

- Sylvia Teele – 1102 Cortland Road

When Langston Hughes wrote the poem, "What Happens to a Dream Deferred," he never really gave a final answer. She stated she would like to thank the City Council for finally appropriating monies to make The Dream Park a reality. As a citizen of Greenville who has grandchildren that may have use of it, she anxiously awaits the reality of that park being complete.

- R. J. Hemby – No Address Given

Mr. Hemby stated he wished to express similar sentiments to those expressed by Ms. Teele. Having grown up in the community where The Dream Park will be located and watched progress in every community except his, it gives his heart overwhelming joy that the City Council is now including their community.

- Rufus Huggins – Address Illegible

Mr. Huggins thanked the members of the City Council for their commitment to the City and its citizens. Recreation is a important part of any city and Greenville has been a leader in that effort although one area has gone lacking. He said he would like to encourage the City Council to continue their efforts toward The Dream Park. He said he hopes it will continue to be a top priority for the City.

- Richard Patterson, Jr. – 107 Woodhaven Road

Mr. Patterson stated his first visit to a splash pad had been on his summer vacation in Chicago. He really liked it and thanked the City Council for making The Dream Park a reality.



- Minister Christopher Taylor (No Address Given)

Minister Taylor thanked the City Council for moving toward a more family and children-friendly community.

- Rev. Tyrone Turnage – 2036 Turnage Drive

Rev. Turnage thanked the City Council for their consideration in approval of The Dream Park. Although he does not reside inside Greenville's city limits, he spent most of his youth playing in the streets and in the gyms of Greenville. He said he looks forward to the opportunity to bring his grandchildren to The Dream Park. He said he prays the City Council will not allow anything or anyone to derail its progress.

- DeDe Carney – 3900 Fernwood Lane

Ms. Carney thanked the City Council for their support of The Dream Park and other things the City is doing such as the recent workshop on the importance of exercise. She is in favor of anything which will help children get exercise. She stated she and her husband own property in the area around The Dream Park and they are pleased for their tenants to be able to get some exercise as well. The Daily Reflector recently featured an eloquent editorial on how small community parks make cities safer and healthier. Ms. Carney stated she hopes this will be the beginning of a good partnership between East Carolina University (ECU) and the Intergenerational Center on doing some studies on folks that use the new parks and how it increases the health of our communities. Mr. Carney also asked that the City consider making Recycling a new division within the Public Works Department.

- Pastor Kenneth Battle – No Address Given

Pastor Battle thanked the Mayor and City Council for putting The Dream Park together. He said he feels it is something the community certainly needs and he feels it will add to a more balanced perspective around the City. There are many good parks throughout the City and West Greenville needs this.

- Terico Griffin – No Address Given

Mr. Griffin stated he is President of the alumni chapter of Phi Beta Sigma of ECU and Greenville. He expressed thanks for The Dream Park, stating that their chapter is a member of the community with a fraternity house on Fifth Street. They are very active in the community and he is glad to see something being put into the community that they can both help with and benefit from.

- Calvin and Rebecca Burton – No Address Given

Mr. Burton stated on behalf of all the children in Greenville, he thanks the City Council for their support of The Dream Park. Ms. Burton thanked the City for providing them with a spray park so that they no longer have to drive to Kinston. She stated the citizens of Greenville all deserve a happy and vibrant community of which they can be proud.



- Jeffrey Kenan and Curtis Speller – No Address Given

Mr. Kenan stated they are trying to take a proactive stance on some community advocacy issues. They and a third gentleman, who couldn't be here today, have come together to form the Motivational Empowerment Network with the goal of promoting community well-being on behalf of all the residents and citizens. Their background is primarily mental health. Medicaid has made many reductions in the mental health services people are able to receive, so they are trying to provide a more natural support environment. They are looking for referrals of people who need these types of services. He stated they are non-funded and work primarily out of their home, but they are seeking sponsorships in the community.

- Quashan Coneley – No Address Given

Mr. Coneley stated school is in session approximately 7-1/2 hours with recess of about 45 minutes for children. It devastates him to think a community the size of Greenville could not have a place where children could come outside to play. He thanks the City Council for their support of The Dream Park.

CONSENT AGENDA

Interim City Manager Thom Moton introduced items on the Consent Agenda, reading out the title of each as follows:

- Minutes of the December 8, 2011 and January 9, 2012 City Council meetings
- Time extensions on municipal agreements with the North Carolina Department of Transportation for the Dickinson/Chestnut Storm Drainage Improvement Project and the Stantonsburg Sidewalk and Pedestrian Crossing Project
- Contract with JKF Architecture for on-call architectural/engineering services
- (Removed for separate discussion) Uptown Greenville services contract
- Audit services contract for fiscal year ending June 30, 2012
- (Removed for separate discussion) Ball field cooperative use agreement with First Christian Church
- Establish fair market value for City-owned property at 804 Fleming Street



- Ordinance amending Greenville Utilities Commission's Electric Capital Project Budget for the Substation Modernization Project (Ordinance No. 12-008)
- Report on bids awarded

Council Member Smith stated she had questions about the Uptown Greenville Contract and the Ball field agreement and would like those items removed for separate discussion.

Council Member Joyner moved to approve all remaining items on the Consent Agenda, seconded by Council Member Blackburn. There being no further discussion, the motion was approved by unanimous vote.

- (Moved from Consent) Uptown Greenville services contract

Interim City Manager Moton explained that, beginning in 2010, the City Council has approved requests to execute annual contracts with Uptown Greenville in the amount of \$25,000 for the provision of a defined set of services. The services outlined in the proposed contract for 2012 include business recruitment and retention, beautification projects, management of special events and promotions, along with organization and management of public input for infrastructure projects in the Uptown Commercial District.

In the 2011 contract, Mr. Moton stated the Uptown organization was also charged with assessing the feasibility and developing support for the establishment of a municipal services district within the City's urban core. As required by the 2011 contract, Uptown Greenville has reported their progress toward fulfilling the terms of previous contracts and has provided a final report for the 2011 contract.

Uptown Greenville requests that a new contract be executed for one year for \$25,000. Staff is of the opinion that the Uptown Greenville organization provides valuable services to the City in downtown redevelopment efforts and recommends the contract be executed.

Council Member Smith stated she had received the report and was familiar with the contract, but she wanted to know more about diversity efforts. She stated she also wants to know more about usage of Five Points Plaza.

Mr. Moton stated he would ask Denise Walsh, Director for Uptown Greenville, to address the diversity question and reported that Carl Rees would be making a presentation related to use of Five Points Plaza at the City Council meeting on Thursday. Responsibility for decision-making on use of Five Points Plaza rests with the City.



Ms. Walsh stated Uptown Greenville is a 501(c)(3) organization whose goal is to provide a place for everyone in the community. The organization was initially designed to help improve the Center City area, and in working toward attaining that goal, they have installed lamppost banners and streetscape improvements, and they helped to develop the special events application for Five Points Plaza. They make a concerned effort to reach out to people in promoting events by advertising on public access TV, radios and newspapers, as well as working with Steve Hawley in the City's Communications Office and advertising in The Minority Voice. They also do a free weekly eNewspaper. All events are free, open to the public and are very family-oriented.

Council Member Smith asked if local bars have been involved in her efforts.

Ms. Walsh stated there was a bar owner who served on the Uptown Greenville Board, but he was unable to attend meetings regularly. She stated it had never been the goal of Uptown Greenville to see downtown bars go away. In fact, they sponsor an Uptown Pub Crawl twice annually: one in December from which proceeds benefit the Humane Society and one in March from which proceeds go to the Arts Council.

Council Member Joyner asked if there were any changes between the present contract and those from prior years.

Mr. Moton stated essentially there were not. Essential services, such as downtown beautification, public input and oversight of special events continue to be provided. Ms. Walsh added that one difference is that Uptown Greenville will not serve as final approval for events at Five Points Plaza; that will be handled by the City.

City Attorney Dave Holec added that he was involved in the initial contract, but former City Manager Wayne Bowers did the updates. He said they follow all legal requirements.

Council Member Joyner asked for copy of the original contract. He then asked about membership numbers. Ms. Walsh stated she didn't know numbers, but could get the information for him. She stated not all businesses in the district were current members, and not all current members are located within the district.

There being no further discussion, Council Member Blackburn moved to approve the Uptown Greenville contract for services. Council Member Mercer seconded the motion, which passed by unanimous vote.



- (Moved from Consent) Ball field cooperative use agreement with First Christian Church

Council Member Smith asked if the agreement was to use the field only for the Greenie League, and what were the associated costs.

Recreation and Parks Director Gary Fenton stated the intent is for the field to be used primarily for the 400+ youngsters playing in the 8 and under Greenie League. The agreement is for the department to absorb certain maintenance responsibilities such as mowing, weed and litter control, field marking and providing porta-johns. Costs are estimated at around \$9,000, which will be absorbed in the departmental budget.

Council Member Smith asked about use of the field by other citizens.

Mr. Fenton stated the church owns the field, so usage by anyone else is up to them. The City will be using it frequently because there is already a shortage of ball fields for practices and games, and the church has a team of their own as well.

Council Member Smith cautioned that if city funds are being put into this field, care must be taken to insure it benefits the general public.

Council Member Joyner said he feels this is a win-win situation. He moved to approve the agreement with First Christian Church for use of their ball field. Council Member Blackburn seconded the motion, which passed by unanimous vote.

NEW BUSINESS

- Presentation by Vidant Medical Center President Steve Lawler

Vidant Medical Center President Steve Lawler stated it was a privilege to stand before the City Council to talk about the positive things taking place at their medical center. He is proud to be in the same business as the City Council, which is caring for this community and serving others. Vidant just completed one of its best years ever. They made great strides in the quality of patient safety and were recognized nationally as a leader in regard to making the hospital one of the safest in the nation. While it is imperative to make sure a patient's medical needs are met, Vidant is also concerned with insuring patients are treated with dignity and respect and that their families are incorporated into what happens during their visit at the hospital. Vidant finished as one of the top teaching hospitals with regard to patient experience; in fact, they ranked number two in the country because of the great people they have working there. They are very committed to insuring they have



many community based program. They focus on wellness, community education and the hospital funds the school health nurse program in Pitt County. They are constantly looking for ways to give back to the community. They ranked number three in the country in receiving referrals from other community hospitals. They are an 861 bed hospital and just received permission by the state to expand another 48 beds, which they expect to accomplish over the next 18 months by repurposing current space. This will mean new jobs and new opportunities for the community. They had close to 50,000 admissions last year, 20,000 surgeries, 4,000 babies born, over 120,000 emergency medicine visits and close to 300,000 outpatient visits. They have 6,300 employees and a payroll of over \$400 million. There are over 900 physicians, 350 of which are residents and fellows. On any given day, there are 1,000 health care students in the hospital. Current key projects are the construction of the Children's Hospital which is expected to be finished next year, redesignation as a Level One Trauma Center, and a pediatric emergency department opening this spring.

- Presentations by Boards and Commissions
 - Board of Adjustment

Board of Adjustment (BOA) Chair Scott Shook thanked the City Council for allowing him to speak. He stated the BOA is appointed by the City Council to hear and decide appeals concerning zoning issues, applications for special use permits and requests for variances under the terms of the Zoning Ordinance. The Board receives staff support from several different departments, and Mike Dail of the Community Development Department's Planning Division is the primary point of contact for applications and case administration. The City Attorney's Office, Engineering and Inspection Division, Police Department, Fire Department and Public Works also provide legal and technical assistance to the board. The BOA has specifically defined powers and duties:

- ❖ Hearing and deciding appeals on administrative decisions of permit officials
- ❖ Hearing and deciding requests for listed special use permits
- ❖ Hearing and deciding requests for variances
- ❖ Hearing and deciding requests for interpretations to either the official Zoning map or Zoning ordinance text where the map or text appears to be unclear
- ❖ Holding public hearings on all requests, with the hearings being advertised in the local newspaper and by signs posted on site and notices mailed to adjacent property owners

A 4/5 vote of the full membership of the board is necessary to approve any request. The Board acts as a quasi-judicial authority on all items, meaning that



ex-parte contact is not permitted. Testimony must be sworn and the Board must confine its decisions to the evidence presented at the public hearing. Appeal of a BOA decision goes directly to Superior Court.

In 2011, the BOA considered 17 requests for Special Use Permits and 1 variance request. There are 96 different uses requiring Special Use Permits.

- Human Relations Council

Human Relations Council (HRC) Chairperson Byung Lee stated the HRC was created in February 1972 to organize and implement programs dealing with problems of human relations and to promote understanding, respect, good will and equality of opportunity for all citizens. He stated they work to improve human relationships throughout Greenville and to build awareness of fair housing laws. They try to work on prevention of discrimination issues and, for the past couple years, they have held an annual inclusive community breakfast on the 4th Thursday of September. They have also been working with several local groups on the Building Integrated Communities program, which was developed by the University of North Carolina School of Government and the Institute for the Study of Americas to help North Carolina municipalities engage with refugee and immigrant populations in order to improve public safety, promote economic development, enhance communications and improve relationships.

- Report from volunteer mediators Rev. Kenneth Battle and Rev. Robert Hudak on Sanitation Division Employee-Management Committee

Interim City Manager Moton stated in November 2011, Pastor Battle and Rev. Hudak accepted then City Manager Wayne Bowers' invitation to work with the newly created Sanitation Division Employee Management Committee to address issues of concern expressed by Sanitation Division employees. Rev. Battle and Rev. Hudak served as mediators for seven meetings and are here now to present observations, a progress report and final comments.

Rev. Hudak stated a series of seven meetings were held between December 7th and February 22nd comprising more than 14 hours of communications. Following each of those sessions, he and Rev. Battle met with the City Manager to share their observations and suggestions for him to consider. He listened and, in a timely fashion, began to enact changes.

Pastor Battle stated one of the changes made was that the Superintendent be empowered to have final authority and work directly with the employees. The



Operations Manager was moved out of that position so that he no longer has interaction with how they run that division. The Committee felt this would be better in that it would allow the Superintendent and the supervisors below him to deal directly with employees and they could do it more efficiently.

Pastor Battle said in their first meeting, the employees said they wanted to be treated with respect, dignity and honor. The first meeting was very stressful. There was a lack of trust, and when trust breaks down, people do not give their best effort. The employees wanted to know who was listening to them, and whether committee meetings were designed to help them or if members were just a part of management. It was clear they wanted an apology from the previous Public Works Director for calling the Police on them. There was a letter of apology written, which Pastor Battle said he felt should have been a little more direct.

Rev. Hudak stated when they first met, Mr. Bowers gave them a mission statement specifically for the Sanitation Division which said the Sanitation Division employees and City management need to develop common understanding of the issues that are of concern and seek to resolve these issues through regular communications. One of the things important for the City Council to know is that in some of the policy changes over the past several months, in the whole Department of Public Works, what is recommended is quarterly meetings. The Committee had seven meetings over a couple months. The employees need some sort of gathering around a table to give them opportunities to have a voice.

Pastor Battle stated the idea was to empower employees so they could see it was not just them against management. One of the suggestions that came up was that there was a need for another supervisor and that they provide training to everyone who would qualify to apply. They expressed concern that often positions come along that they have no way of applying for, or that they only hear about at the last moment. They think the additional supervisor is needed because often employees call in and can't reach one because they are out doing other things. The department has the highest ratio of employees to a supervisor.

Pastor Battle stated another major area of concern was in how employees reported for work. There were suggestions about seeing the Superintendent or installing a clock with a camera, but ultimately the method chosen was to have crew leaders check in their employees. The employees found this to be a satisfactory compromise.

Pastor Battle reported that policy and procedure changes were also an issue of concern. There was a perception that there is inconsistency in the implementation of new policies. Also, many employees did not understand current policies, and some were not even aware of them. Once employees were made aware of policies, no one seemed to have a problem with them.



Pastor Battle stated training with management on how to deal with day to day problems and systematic meetings to review information are important. Trust must be increased in order to improve morale.

Rev. Hudak stated that a Sanitation Worker's job is listed as 7th on a "most dangerous jobs" list. Police work is 10th on that list. He suggested the City Council consider appointing a Chaplain to serve in Sanitation.

Council Member Mercer expressed his appreciation to the members of the Sanitation Division Employee Management Committee. He stated he knows their work has been long, hard and time consuming, and that they volunteered their time because they care about the City. He said he feels there is a need for workers to have more opportunity to communicate with management and that there should be better communication of policies to workers.

Council Member Mitchell asked if policies vary between departments.

Mr. Moton said there needs to be some distinction made between policies and work rules. Policies are consistent throughout the City, but work rules vary by department based on the tasks they are charged with doing.

Rev. Hudak stated it was work rules about the start of the workday that precipitated the start of problems in Sanitation.

Mr. Moton agreed, stating it was a decision to have a time clock and essentially management proposing new rules without input from employees.

Council Member Mitchell asked if there was any discussion about employee pay during the Committee meetings.

Pastor Battle stated there was, at perhaps their fifth meeting. He stated pay did not seem to be the employees' greatest issue or concern.

Mayor Pro-Tem Glover said she agrees there needs to be ongoing dialogue between employees and management. When you take away a person's dignity, you take away their soul. If people feel they aren't being treated fairly, they are not motivated. She stated all employees should be treated with decency and respect.

Council Member Mercer stated he did not want to neglect the suggestion to appoint a Chaplain for the Sanitation Division.



Council Member Blackburn asked if the Chaplain would be someone who was available to talk to employees periodically or if the intent was a more consistent presence.

Rev. Hudak said his perception was something comparable to the Chaplain in the Police Department.

Council Member Joyner acknowledged Sanitation Workers in the audience by thanking them for what they do. He then asked for further detail on the need for an additional supervisor.

Mr. Moton stated the ratio of supervisors to employees in Sanitation is approximately 1 to 20, which creates the need for more onerous rules. The division deals with a number of challenges and employees need someone there to support them. An additional benefit would be that an added supervisory position creates more promotional opportunity for workers.

Rev. Hudak strongly encouraged promotion from within.

Council Member Mercer made a motion to direct the City Manager to provide a report and recommendation on having a Chaplain available to Sanitation Division employees. Council Member Joyner seconded the motion.

Council Member Mitchell asked what happens to other recommendations made by the Committee.

Mr. Moton stated that ongoing communications between management and employees should continue. Development of training opportunities available on Wednesdays is underway as Wednesdays are the lightest workload for crews.

On the motion to direct the City Manager to provide a report and recommendation on having a Chaplain available to Sanitation Division employees, the City Council voted unanimously to approve.

Mayor Thomas then presented Rev. Hudak and Pastor Battle with a Certificate of Appreciation in recognition of their unselfish service to the City of Greenville as volunteer mediators.

- Request by Baxter and Margaret Myers for the sale of City-owned property

Community Development Director Merrill Flood stated that Baxter and Margaret Myers have made a request to acquire .022 acres of City-owned property adjacent to their property at 4113 Parmer Place to allow for an addition to their home. The Parmer Place subdivision was developed under the "Detached Multi-Family"



provisions of the City zoning ordinance, which requires that a 20-foot peripheral setback be maintained for all structures. The Myers' home expansion involves encroachment into the required setback; therefore, additional property is needed in order to undertake the desired home improvements. Mr. and Mrs. Myers have discussed their plans with Mr. Bill Clark, who dedicated the land for the adjacent park and the Parmer Place Homeowners Association. Mr. Clark and the Parmer Place Homeowners Association have stated their approval of the plans. If the City Council decides to authorize the sale, fair market value of the property must be established by the City Council by means of an appraisal. Mr. Myers has indicated he will cover the cost of the appraisal. At a subsequent City Council meeting, Staff will provide the appraisal report to the City Council to establish value, after which Staff will advertise the property for sale through sealed bids. Upon receipt of bids, the high bid would be reviewed by the City Council for consideration and authorization of sale. The City-owned property is located within the Paramore Park; therefore, Mr. Flood suggested the City Council may wish to consider a recommendation from the Recreation and Parks Commission regarding the sale.

Council Member Mitchell moved to direct staff to determine the value of the property through completion of an appraisal report. Council Member Blackburn seconded the motion, which passed by unanimous vote.

Mr. Flood asked if the City Council desired a recommendation from Recreation and Parks. The consensus of the City Council was that further recommendation was not necessary.

- Ordinance changes to the City Code recommended by the Greenville Bicycle & Pedestrian Commission

Interim Public Works Director Scott Godefroy stated the Bicycle & Pedestrian Commission is recommending the addition of new or changed definitions to the existing Code of Ordinances to more accurately reflect the uses for greenways, bicycle lanes and sidewalks. These definition changes and additions were recommended in Chapter 6 of the Bicycle & Pedestrian Master Plan. It is his understanding there has been some concern expressed that these definitions are written more as technical standards and as such, it is his recommendation that they be sent back to the Bicycle & Pedestrian Commission for further editing.

Council Member Joyner moved to accept Mr. Godefroy's recommendation. Council Member Blackburn seconded the motion, which passed by unanimous vote.

Mayor Pro-Tem Glover then asked doesn't the City Council have to approve all ordinance changes.



City Attorney Holec stated she was correct, but if the proposed changes had been approved, the motion would have been to have Staff work with the City Attorney to draft appropriate changes to the City Code. Based on the motion that was approved, Mr. Holec stated he will work with the Bicycle & Pedestrian Commission on this.

Council Member Joyner stated he feels developers should be invited to participate in the process.

- Vegetative and food waste recycling and impediments to recycling

Sanitation Superintendent Delbert Bryant stated Council Member Blackburn requested a presentation on recycling organic and vegetative food waste, and possible impediments to a comprehensive recycling program.

Mr. Bryant introduced John Demary, Director of Solid Waste and Recycling for Pitt County, who gave quick overview of the County's solid waste department and what they do at the transfer station with regard to vegetative waste. He identified the two sites and discussed the methods of reuse collection and disposal. Pitt County operates an enterprise fund and revenues generated come from tipping fees and other sources. He discussed what revenues of this fund cover.

Mr. Demary stated Pitt County has ranked in the top 3 in recycling per capita for the past 10 years, being #1 five times. He said he had been asked to discuss impediments to recycling and the only impediment he sees is what can be marketed – what is economically feasible to recycle compared to disposal in the landfill. He stated the City and most – possibly all – other Pitt County municipalities offer curbside recycling and there are 14 convenience sites which accept recyclable items scattered throughout the County. He stated carpets can be accepted at the transfer station and there is a pilot program in place now for recycling mattresses. They have plans to pursue programs for rigid plastics, construction and demolition debris and food wastes.

Council Member Blackburn thanked Mr. Demary for his presentation. She acknowledged that these issues could not be settled at this meeting, but she hopes it will serve as an opportunity to open the door for a new way of doing things. She asked if there were ways the City could be involved in the initiatives he is pursuing.

Mr. Bryant stated the Sanitation Division would partner with the County in whatever programs were made available.

- Amendment to the Assignment of Classes to Salary Grades and Ranges and an additional position allocation within the Public Works Department Sanitation Division



Interim City Manager Moton stated the Sanitation Division of the Public Works Department is seeking to improve communications within the Division, provide improved responses to service issues, and change the ratio of supervisors to employees. Presently, the Sanitation Division has a supervisor-to-employee ratio of 1 supervisor for every 23 employees. This ratio is the highest among the City's staff. Human resources managers typically recommend a ratio of 1 supervisor for every 9 to 12 employees. The City's sanitation service area has grown and the number of crews has increased; however, the number of supervisors has not increased. The increase in area and crews requires an additional supervisor to manage service areas. Therefore, Public Works staff is requesting to add an additional supervisor titled Sanitation Operations Supervisor.

The Sanitation Division currently has two vacant positions, a Refuse Collector and a Crew Leader I. To help support the conversion of the Division's organizational structure to a more curbside-based service, the Division does not plan to fill these two openings. Therefore, the addition of this new position will increase the allocated positions by one but will not exceed personnel expenditures allocated during this budget year.

The position description was reviewed by Human Resources and Waters Consulting Group and was classified as Pay Grade 115. The minimum salary for Pay Grade 115 is \$48,484.80. The minimum salary for the Sanitation Crew Leader 1 is \$30,472 and for the Refuse Collector is \$23,878 for a total of \$54,350. Thus, the salaries of the two vacant positions are sufficient to fund the new position. An increase in personnel funding during FY 2012-13 could still be needed depending on the results of the Department's analysis on the conversion to curbside service in the City.

The Sanitation Operations Supervisor will report to the Sanitation Superintendent. The position will manage customer service issues, supervise Sanitation employees, oversee the mosquito control program, and be responsible for the Sanitation quality assurance program. The position is critical for resolving resident service issues, performing quality control checks on assigned crews, and preparing subordinates for advancement.

The Sanitation Division provides collection services for garbage, trash, recycling, and vegetation, and services associated with vector control. The additional supervisor is essential to improving Sanitation's operations.

Council Member Mitchell made a motion, seconded by Council Member Blackburn, to approve the amendment to the Assignment of Classes to Salary Grades and Ranges and approve the request for an additional position allocation within the Sanitation Division of the Public Works Department.



Council Member Smith questioned why this was not done during the Classification and Compensation Study.

Mr. Moton stated the study was to review positions for appropriateness in classification and pay, not to determine whether additional or different positions were needed.

Council Member Joyner asked how much Waters Consulting was charging for these subsequent services.

Human Resources Director Gerry Case stated that Waters charges \$250 per position.

Following an in-depth discussion of existing levels of supervision, variations in job function, methods of service delivery, and the recommendations of Reverands Battle and Hudak who spoke earlier, Council Member Mitchell withdrew his motion to approve.

Council Member Mercer moved to delay a decision until the meeting on Thursday to allow time for further consideration. Council Member Blackburn seconded the motion, which passed by unanimous vote.

- Reasonable accommodation under the Federal Fair Housing Act

City Attorney Dave Holec stated the recommendation, after he goes through his presentation, is to initiate an amendment to the Zoning Ordinance and refer it to the Planning and Zoning Commission for review and recommendation, so he wanted to be clear that this is starting a process. It is not a final action.

Mr. Holec then stated the Federal Fair Housing Act makes it unlawful to make a dwelling unavailable to a person because of race, color, national origin, religion, sex, family status or handicapped condition. A violation of the Act includes failure to make a reasonable accommodation in rules and policies when it is necessary to afford a protected person equal opportunity to use and enjoy a dwelling. The Act applies to local governments including the requirement that local governments make a reasonable accommodation in rules and policies when it is necessary to afford a protected person equal opportunity to use and enjoy a dwelling.

Mr. Holec said the Federal Fair Housing Act has resulted in litigation relating to Zoning Ordinance provisions which apply to group homes and family care homes which serve persons with disabilities. Included in the Zoning Ordinance provisions which have been challenged as being in violation of the Act is the separation requirement between family care homes. Although the courts in some states have invalidated separation requirements completely, the courts in other states have upheld separation requirements. A North Carolina court has not yet ruled on this.



However, the requirement to provide an opportunity to request a reasonable accommodation remains.

Article 3 of Chapter 168 of the North Carolina General Statutes provides that family care homes (a home with support and supervisory personnel that provides room and board, personal care, and habilitation services in a family environment for not more than 6 resident persons with disabilities) are deemed a residential use of property for zoning purposes and are to be a permissible use in all residential districts. The statute allows a political subdivision to prohibit a family care home from being located within a 1/2 mile radius of an existing family care home. Pursuant to this authority, the City has a provision in the Zoning Ordinance which establishes a 1/4 mile separation requirement. (The 1/4 mile separation was established in a 1991 amendment to the previous ordinance provision which was for a 1/2 mile separation requirement.)

The application of this 1/4 mile separation provision established in the Zoning Ordinance has prompted this matter being brought before City Council. An applicant has been denied a request to establish a family care home in the City's ETJ on Old Pactolus Road as a result of the separation requirement. After denial, the applicant has submitted an application for a Zoning Ordinance text amendment to eliminate the separation requirement. However, City staff is of the opinion that this requested amendment is not in compliance with Horizons: Greenville's Community Plan. The separation requirement's purpose is to ensure that these facilities do not congregate or cluster within a residential neighborhood and, as a result, potentially have an adverse impact on the neighborhood's character and on its residents. Instead, City staff believes that allowing an applicant to seek a special use permit which allows a reasonable accommodation under the Federal Fair Housing Act to this requirement would be consistent with Horizons: Greenville's Community Plan and federal law.

Providing for the opportunity to seek a reasonable accommodation under the Federal Fair Housing Act from Zoning Ordinance provisions would ensure compliance with the Federal Fair Housing Act. Additionally, it would allow each application to be considered on a case-by-case basis with notice to abutting property owners and a public hearing. The Board of Adjustment could allow the reasonable accommodation if it makes a determination that it meets the standard of being reasonable and necessary as established by case law. The case law approved factors include the following:

- (1) Reasonable. Factors which may be considered to determine whether an accommodation is reasonable include but are not limited to the following:
 - (a) the legitimate purposes and effects of existing zoning regulations are not undermined by the accommodation;
 - (b) the benefits that the accommodation provides to individuals with disabilities;



- (c) alternatives to the accommodation do not exist which accomplish the benefits more efficiently; and
 - (d) a significant financial and administrative burden is not imposed by the accommodation upon the city.
- (2) Necessary. Factors which may be considered to determine whether an accommodation is necessary include but are not limited to the following:
- (a) direct or meaningful amelioration of the effects of the particular disability or handicap is provided by the accommodation; and
 - (b) individuals with disabilities are afforded by the accommodation equal opportunity to enjoy and use housing in residential neighborhoods.

Mr. Holec recommended the City Council initiate an amendment to the Zoning Ordinance and refer it to the Planning and Zoning Commission for review and recommendation, with the amendment providing the authority for the Board of Adjustment to grant a special use permit which allows a reasonable accommodation under the Federal Fair Housing Act to a provision of the Zoning Ordinance.

Council Member Blackburn moved not to initiate the recommended amendment. She stated she feels there are worthy reasons for the current ordinance. Additionally, she feels the $\frac{1}{4}$ mile separation requirement is a reasonable accommodation when North Carolina law would allow a $\frac{1}{2}$ mile separation. She asked if Greenville has had any challenges to the current ordinance.

Mr. Holec stated the issue has not been challenged in North Carolina, although it has in some other areas of the country.

Council Member Mitchell seconded the motion, expressing a concern that referral to the Board of Adjustment would place an unnecessary burden on the people who have family care homes.

Council Member Mercer asked if the motion passes and there is a challenge, could the City Council then choose to approve the recommended amendment.

Mr. Holec stated the recommendation is an attempt to provide a reasonable accommodation and failure to provide reasonable accommodation could result in a lawsuit, but the City Council always has the ability to amend its existing legislation.

There being no further discussion, the motion not to initiate the recommended amendment passed by unanimous vote.



- City of Greenville 2012-2013 Strategic Goals

Interim City Manager Moton stated the City Council held its Annual Planning Retreat at Bradford Creek on January 20-21, 2012, facilitated by Margaret Henderson of the University of North Carolina's School of Government. Based on Ms. Henderson's advice to streamline the City's Goals and Objectives to a more manageable and focused group, the City Council developed the following list, directing staff to develop appropriate action items:

- Economic Development: Promote economic development by decreasing unemployment rate, increasing median income and attracting and retaining new and existing businesses
- Infrastructure (including Information Technology):
- Neighborhood Preservation
- Parks and Recreation/Greenways/Bond Issue
- Public Safety
- Public Transportation

Mr. Moton then reviewed value statements developed to guide activities during the planning period:

- Be accountable for defining and making progress
- Invite, listen to and consider all perspectives
- Be professional and efficient in our work
- Practice fiscal responsibility
- Practice equity in all decisions
- Encourage sustainable practices

Mayor Thomas clarified that the purpose of current discussion on this item was clarification and feedback so that a final list of strategic goals and action items could be considered for approval at the meeting on Thursday. He said it was important to finalize this process because the City is actively recruiting for a full-time City Manager. He stated Staff would incorporate City Council comments from this meeting and any received prior to that meeting.

Mr. Moton agreed, suggesting that the City Council review goals by topic and commenting on items of concern or suggesting additions or changes.

Economic Development:

Council Member Mitchell said he feels it is important to identify that one of the reasons behind Economic Development as a goal is to increase the tax base. He said he would like to see the area north of the river mentioned in one of the work items.

Mr. Moton stated both of those items would be included in the more detailed Economic Strategic Plan.



Mayor Thomas said he believes Council Member Mitchell was suggesting it be incorporated in the bulleted list as a point of emphasis.

Council Member Mercer suggested something be included about Ecotourism. He stated there is a regional initiative to develop this and Greenville has the opportunity to step in as a gateway City. To whatever degree that is possible without enormous expenditures, he feels the City should pursue it rather than allow some other city to step into that role.

Mayor Thomas cautioned that the City Council should avoid being so specific as to handicap staff.

Infrastructure (including Information Technology):

Council Member Joyner stated street resurfacing needs to be a priority as streets are getting in very poor condition. Council Member Mercer added his support of Council Member Joyner's comment.

Mayor Pro-Tem Glover said it was important to recognize which streets within the City are State-owned and maintained. While she agreed there are City-owned streets in need of repairs, she feels the larger problem is with those owned and maintained by the State.

Council Member Blackburn stated she would like to see something that addresses alternative transportation and alternative waste disposal.

Mayor Thomas emphasized the importance of a parking deck in the downtown area. Having that amenity creates opportunities for the downtown area such as hotel rooms, convention space, jobs and recreation. Council Member Joyner agreed.

Neighborhood Preservation:

Council Member Mitchell observed that "an active association in every neighborhood" is listed under the strategic goal, but does not appear to be addressed in any of the action items. Mr. Moton said Staff would review this.

Mayor Thomas said there are a number of references to historic districts and historic areas. Results since the City imposed the historic overlay should be reviewed and a determination made on any needed adjustments. He stated some of the larger Victorian properties should be considered with regard to the 3-person unrelated rule and special permitting.

Council Member Blackburn said she would like to keep this issue separate from goals because in her opinion that would be a major policy change which would need lots of participation from the community.



Council Member Joyner said he feels it should be looked at as a Special Use Permit issue. He also stated that current cost for repairs within the historic districts are making repairs almost cost-prohibitive, thereby driving property values down, so he feels rules and regulations should be reviewed.

Council Member Mitchell asked if there is currently anywhere on the City's website for a new resident to get information about historic districts and neighborhood associations.

Community Development Director Merrill Flood stated his department's webpage identifies historic districts and properties, and they have a listing of neighborhood associations, but he said he was unsure if that list was on the webpage. Council Member Mitchell stated he felt it should be.

Parks and Recreation/Greenways/Bond Issue:

Council Member Blackburn stated she'd like to add two items to the strategic goal: (1) address parks needs in growth areas of the city and (2) address connectivity between parks for people traveling by bicycle or on foot.

Council Member Mercer said he was not clear about the bond issue associated with this goal.

Council Member Joyner said he feels road conditions are more of a bond issue, but the former City Manager had stated there really wasn't money in the budget to repay debt service on bonds at the present time. If it is not feasible for the City to do it, there is no value in wasting time to consider it.

Mr. Moton said it could be done with a change in the property tax rate, but not within the context of the current budget.

Council Member Blackburn said she feels the bond issue is here because these are our long-term goals.

Public Safety:

Council Member Mitchell stated the wording on the two items related to video surveillance in West Greenville/downtown is confusing. One seems to say the City will get more video surveillance equipment while the other refers to determining if there is a need for more. He said he feels more is definitely needed.

Mayor Thomas agreed, but questioned why the focus was on a limited area. Mr. Moton suggested changing the wording to reflect "high crime areas." He stated there is already a plan in the downtown area for deploying and rolling out cameras,



but appropriate locations have not yet been determined for West Greenville or other areas of the City, other than the locations of covert cameras.

Public Transportation:

No discussion.

Council Member Blackburn said she would like to add something about the environment to the City's goals. She would like to add development of sound environmental policies and development of a sustainability plan.

Council Member Joyner stated the City Council chose to reduce the number of goals to 6 compared to 10 the previous year because there was not enough staff, time or money to do them all.

Mr. Moton stated Ms. Henderson had urged the City Council to reduce that list to just 2 or 3 goals that would get intense focus, but doing so does not mean that Staff would cease to do the rest of its job. He encouraged the City Council not to expand the focus any further.

- Capital Improvement Program for fiscal years 2013 through 2017

Financial Services Director Bernita Demery stated the Fiscal Year (FY) 2013 and 2014 budget cycle marks the beginning of another Capital Improvement Program (CIP) planning cycle for the City of Greenville for 2013 through 2017. A draft of this program was presented to the City Council at the Annual Planning Session; however, there have been some changes since the January 21, 2012 meeting.

Ms. Demery provided a brief overview on the CIP program and identified changes proposed since the Annual City Council Planning Session. Department CIP requests have been reviewed and evaluated by the City Manager, Assistant City Manager and the Director of Financial Services. She then reviewed current CIP projects scheduled for a March 2012 appropriation and projects proposed by departments for 2013-2017. She stated CIP Project Worksheets provide a brief explanation of each project, and the summary spreadsheets, which detail the recommended funding sources for the five-year plan, have been updated.

Ms. Demery stated the City Council has suggested establishing a long-term solution to funding major renovation and maintenance of City facilities. Such a plan will help ensure more timely and appropriate management of City facilities. She stated the proposed CIP includes a proposal to establish a new capital project for the Facilities Major Maintenance and Renovation Fund beginning with fiscal year 2013 and continuing indefinitely.



Council Member Joyner stated the City Council appropriated \$534,000 in funding for The Dream Park, and at the same time approved an additional \$250,000 for a future park project. He asked why the \$250,000 was not shown.

Ms. Demery stated it could be transferred to the capital reserve in April, but could not be appropriated until spent.

Council Member Smith asked where the EMS truck for north of the river was included.

Mr. Moton stated Fire and Rescue Chief Bill Ale is working on a plan which will probably go out on Friday that will address obtaining the truck in the current fiscal year rather than incorporating it into the CIP.

- Budget ordinance amendment #8 to the 2011-2012 City of Greenville budget (Ordinance #11-038), amendments to the Emergency Operations Center Capital Project Fund (Ordinance #11-056.2) and the Drew Steele Center Capital Project Fund (Ordinance #09-42), and revised Capital Reserve Fund Ordinance and Designation detail (Ordinance Nos. 12-008 and 12-009)

Financial Services Director Demery explained proposed amendments to the 2011-2012 Budget Ordinances address the following:

- To appropriate funds received from recreation program participants to pay for their older adult travel expenses (Total - \$81,005).
- To transfer Brownlea Drive Project funds and CSX Railroad Switching Yard Project funds from the Capital Reserve Fund to the General Fund (Total - \$256,938).
- To appropriate additional funds needed to complete the Drew Steele Center. This additional funding is allocated from the General Fund's 2011 end of fiscal year calculation for Capital Reserve that was not transferred and unallocated (Total - \$120,000).
- To appropriate funds to establish the Dream Park. This funding is allocated from the General Fund's 2011 end of fiscal year calculation for Capital Reserve that was not transferred and unallocated. Recreation and Parks is currently awaiting approval of a PARTF grant to fund an additional \$250,000 on this project (Total - \$534,900).
- To appropriate additional funds needed for the Emergency Operations Center. This funding is allocated from the General Fund's 2011 end of fiscal year calculation for Capital Reserve that was not transferred and unallocated (Total - \$200,000).
- To appropriate additional funds needed to complete the renovations at the Eppes Center (Total -\$250,000).



- To appropriate Contingency funds for the closure of Skinner and Smith Streets for improvements. This appropriation was authorized during the February 20, 2012, City Council meeting (Total -\$5,094).

Ms. Demery stated the Capital Reserve Fund Ordinance and the Capital Reserve Fund designation detail have been updated to show all activity that has occurred within the fund since the November 14, 2011, City Council meeting.

Council Member Joyner asked for additional information on the funding for the Drew Steele Center.

Ms. Demery stated the funding was for completion of the Center. Recreation and Parks Director Gary Fenton added that the vision for the Drew Steele Center was created before he came to Greenville, but the dream was to create a facility for youngsters and adults with disabilities, but one that would serve non-disabled people as well. Rather than ask the City for funding, the community decided to raise money with a target of \$500,000, and to pursue a Parks and Recreation Trust Fund (PARTF) Grant. People had a big vision for the facility and community response was astounding. Many donors were involved, and the most challenging part became matching the money raised to the PARTF grant. Early last year, legislation was brought to the City Council for the total cost of the building, which was \$1.3 million, recognizing there would be a need for additional funding to cover other items. He stated he hoped to get \$120,000 in City funding for completion of the Center. In the end, the City will have a \$1.5 million facility for a total investment of about \$450,000.

Council Member Smith asked how usage of the facility will be appropriated between special populations and other athletics.

Mr. Fenton stated it will be challenging. The facility will always be accessible, and it will be a focal point for those with disabilities, but PARTF requires that it be accessible to all populations. He expects daytime activities will target seniors, but the department's goal is for it to be a place to bring people together.

Council Member Joyner asked if the \$120,000 will complete the project. Mr. Fenton stated that it will. This funding is for the weight room, security systems and acoustics treatments.

There being no further discussion, Council Member Joyner moved to approve proposed amendments the 2011-2012 Budget ordinances and updates to the Capital Reserve Fund Ordinance and the Capital Reserve Fund designation detail. Council Member Blackburn seconded the motion, which passed by unanimous vote.



- Amendment of Policy on Mayor and Council Members Adding an Agenda Item

Council Member Mercer moved to consider a policy which would require unanimous consent by all members of the City Council to add non-emergency items to the agenda on the night of the meeting. His reason for suggesting this is that it is unfair to the press, the public (no time to contact their Council Members to express views) and to Council Members (inadequate time to prepare for discussion, may not have relevant materials on the item with them if item was not already on the agenda). If approved, the City Attorney would be directed to draft specific policy language. Council Member Blackburn seconded the motion.

Council Member Joyner stated he opposes the motion because he does not feel one person should be able to control the agenda. He said he feels adding to the agenda is a majority decision and this policy would allow a single member to prevent an item from being added that the rest of the City Council wanted to include.

Council Member Mitchell expressed concern about the determination between emergency and non-emergency status for adding an item.

Council Member Blackburn said she does support this because adding an item the City Council has not had an opportunity to prepare to discuss puts the members in an undesirable position when they are charged with representing the public. Council Member Joyner mentioned the majority should rule, but likewise, people should not be subject to the tyranny of the majority. If it better serves the public to delay for one meeting, it may perhaps be more fair to the press, the voters each Council Member represents, and fair to each other.

Council Member Smith asked how many times this has been an issue.

Council Member Mercer said the current Council is 3 or 4 months old. At the very first meeting, there were at least two non-emergency items added to the agenda that night. He offers the policy because going forward, that would protect from this happening. In determining emergency versus non-emergency, there may occasionally be situations where that must be debated. Clearly, if a hurricane is coming, that is an emergency. If we are looking at building a new City Hall, clearly we could wait a month on that.

Mayor Thomas asked how long the policy on Mayor and Council Members Adding an Agenda Item has been policy.

City Attorney Holec stated it was adopted in March 2011.

Mayor Thomas asked how it was handled prior to that time.



Mr. Holec stated it was simply by motion. There was no written policy.

Mayor Thomas asked how Council Member Mercer voted on the policy in 2011.

Council Member Mercer said he did not recall how he voted, but he feels very strongly about this amendment to the policy to be fair to the press, the public and all members of the City Council. There has been an election since this policy was voted upon and there are new members.

Mayor Pro-Tem Glover said she feels this policy would undermine the City Council's authority and the practice of majority rule. This was discussed and voted upon just a year ago. There are only two new members on the Council now compared to last year, so she does not see the value in changing this now.

Council Member Mitchell said he had concern about the motivation behind this being that this is a new council.

Council Member Mercer stated in the December meeting at least two non-emergency items were added to the agenda. His concern is not so much that there are new members now, but that was the time at which this began to happen. He asked that Council Members consider the issue of fairness to the press and the public, as well as to other members of the City Council, in adding non-emergency items.

Mayor Thomas said he doesn't feel it is right for one person to potentially be able to hold up items. Staff often requests the addition of items at the last minute. He feels to do otherwise could potentially impede progress.

There being no further discussion, the motion to consider a policy which would require unanimous consent by all members of the City Council to add non-emergency items to the agenda on the night of the meeting failed by a vote of 2 to 4, with Council Members Mercer and Blackburn casting the only affirmative votes.

REVIEW OF MARCH 8, 2012 CITY COUNCIL AGENDA

The City Council did a cursory review of the March 8, 2012 City Council agenda and reviewed nominations for appointments to Boards and Commissions.

COMMENTS FROM MAYOR AND CITY COUNCIL



The Mayor and City Council made general comments about past and future events.

CITY MANAGER'S REPORT

Mr. Moton stated given the late hour, he would leave it to the discretion of the City Council if they wished to hear a brief update on the Aquatics and Fitness Center pool dehumidifier.

The consensus of the City Council was to hear the report at Thursday's City Council meeting.

ADJOURNMENT

Council Member Joyner then moved to adjourn the meeting, seconded by Council Member Smith. There being no discussion, the motion to adjourn passed by unanimous vote and Mayor Thomas adjourned the meeting at 11:04 pm.

Respectfully submitted,

Carol L. Barwick, CMC
City Clerk



PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
THURSDAY, MARCH 8, 2012

A regular meeting of the Greenville City Council was held on Thursday, March 8, 2012 in the Council Chambers, located on the third floor at City Hall, with Mayor Allen M. Thomas presiding. Mayor Thomas called the meeting to order at 7:00 pm. Council Member Blackburn, assisted by local Girl Scouts, gave the invocation, followed by the Pledge of Allegiance.

Those Present:

Mayor Allen M. Thomas, Mayor Pro-Tem Rose H. Glover, Council Member Kandie Smith, Council Member Marion Blackburn, Council Member Calvin R. Mercer, Council Member Max R. Joyner, Jr. and Council Member Dennis J. Mitchell

Those Absent:

None

Also Present:

Interim City Manager Thomas M. Moton, Jr., City Attorney David A. Holec, City Clerk Carol L. Barwick and Deputy City Clerk Polly W. Jones

APPROVAL OF THE AGENDA

Interim City Manager Thom Moton reminded the City Council that the item from Monday's City Council meeting related to Assignment of Classes and an additional position allocation was continued for further discussion at this meeting.

Council Member Joyner moved to approve the agenda with the recommended addition. Council Member Mercer seconded the motion, which passed by unanimous vote.



APPOINTMENTS

- Appointments to Boards and Commissions

Affordable Housing Loan Committee

Council Member Smith continued the replacements of Karalee Coughlin, who had resigned from the Committee, Sterling Reid, who did not meet the attendance requirements, and Gregory James, who had resigned from the Committee.

Community Appearance Commission

Motion was made by Council Member Mercer to appoint Bill Whisnant in replacement of Valerie Guess, who had resigned from the Committee, to fill an unexpired term that will expire in July 2014. The motion was seconded by Council Member Joyner and it carried unanimously.

Greenville Bicycle & Pedestrian Commission

Motion was made by Council Member Mercer to appoint Patrick Harris to a first term that will expire in January 2015 in replacement of Mitchell Craib, who had resigned from the Committee; to appoint Liz Brown-Pickren to a first term that will expire in January 2015 in replacement of Don McGlohon, who chose to not be reappointed; and to appoint Anthony Robin Little to a first term that will expire in January 2015 in replacement of Allison Moran-Wasklewicz, who chose to not be reappointed. The motion was seconded by Council Member Joyner and it carried unanimously.

Historic Preservation Commission

Council Member Blackburn continued the replacement of Dennis Chestnut, whose term had expired and was no longer eligible to serve on the Commission.

Human Relations Council

Mayor Pro-Tem Glover continued the appointments to replace Guillame Bagal, an East Carolina University student who had moved out of the state, and Michael Rouse, a Pitt Community College student who had moved out of the city limits.

Police Community Relations Committee

Mayor Pro-Tem Glover continued the replacement of Willie Roberts, who was not able to meet the attendance requirements.



Youth Council

Council Member Blackburn continued the nine available appointments on the Youth Council.

OLD BUSINESS (ADDED)

- (Continued from 03/05/2012) Amendment to the Assignment of Classes to Salary Grades and Ranges and an additional position allocation within the Public Works Department Sanitation Division

Interim Public Works Director Scott Godefroy reviewed highlights from Monday's presentation, stating that the City Council had requested additional information on the impact of adding one supervisory position. Mr. Godefroy stated the current ratio is 1 supervisor per 23 employees. This change would improve the ratio to 1 supervisor per 17 employees. He stated there would be no additional cost in the current budget for making this change.

Council Member Joyner moved to approve the amendment to the Assignment of Classes to Salary Grades and Ranges and the additional position allocation within the Public Works Department's Sanitation Division. Council Member Mercer seconded the motion, which passed by unanimous vote.

NEW BUSINESS

PUBLIC HEARINGS

- Ordinance requested by Vidant Medical Center to amend Title 9, Chapter 3 (Airport Zoning), Section 9-3-5 of the City Code to provide an administrative approval process to allow temporary construction equipment to exceed applicable height restrictions (Ordinance No. 12-011)

Chief Planner Chris Padgett stated that Vidant Medical Center has submitted a text amendment application requesting to add an administrative approval process to Chapter 3: Airport Zoning to allow temporary construction equipment to exceed the applicable height restrictions with specified terms and conditions.

Mr. Padgett said the City first adopted airport zoning standards in 1944 and they have been modified on multiple occasions since initial adoption, typically as a means of meeting revised Federal Aviation Authority (FAA) requirements or addressing



physical improvements to the airport facility. Since May 2006, the Board of Adjustment (BOA) has reviewed and approved five variance applications related to temporary construction equipment (cranes) that exceeded applicable height requirements. All of these variance applications were submitted by the Vidant Medical Center and all were approved, conditioned upon compliance with applicable FAA requirements. The process of obtaining a variance typically takes 30-45 days, and the applicant is requesting a quicker process that would not require a variance from the BOA.

Staff has no objection to the proposed text amendment, recognizing that it will allow for a more timely approval process, continue to ensure that FAA requirements are being met, and it is supported by the Pitt-Greenville Airport Authority.

Council Member Blackburn asked if the BOA would still be involved in the process if this change was approved.

Mr. Padgett stated they would not; applications would be approved through administrative review.

Council Member Joyner stated he is a member of the Airport Authority and they have no objection to the change.

There being no further discussion, Mayor Thomas opened the public hearing at 7:21 pm and invited comment in support of the proposed amendment.

Tim McDonald, Chief Facilities Officer for Vidant Medical Center

Mr. McDonald stated approval of the proposed amendment will assist the medical center with construction processes. He stated the hospital has worked closely with the City and the Airport to evaluate the proposed amendment and requested favorable consideration by the City Council.

Hearing no one else who wished to speak in favor of the proposed amendment, Mayor Thomas invited comment in opposition to the amendment.

Hearing none, Mayor Thomas closed the public hearing at 7:22 pm.

Council Member Mercer moved to approve the text amendment to add an administrative approval process to Chapter 3: Airport Zoning to allow temporary construction equipment to exceed the applicable height restrictions with specified terms and conditions. Council Member Joyner seconded the motion, which passed by unanimous vote.



- Ordinance to annex Lakeview Industrial Park, Lot 9 containing 2.5587 acres located on the northern right-of-way of Sapphire Court approximately 300 feet north of its intersection with Diamond Drive (Ordinance No. 12-012)

Chief Planner Chris Padgett showed a map depicting the proposed annexation area, which is located within Pactolus Township in voting district #1. The property is currently vacant with no population, and no population is anticipated at full development. Current zoning is IU (Unoffensive Industrial), with the proposed use being a 10,000 square foot construction office. Present tax value is \$19,112, with tax value at full development estimated at \$969,112. The property is located within Vision Area B.

Mayor Thomas declared the public hearing for the proposed annexation open at 7:23 pm and invited anyone wishing to speak in favor to come forward. Hearing no one, he then invited comment in opposition. Also hearing no one, Mayor Thomas closed the public hearing at 7:24 pm.

Council Member Joyner moved to adopt the ordinance to annex Lakeview Industrial Park, Lot 9 containing 2.5587 acres located on the northern right-of-way of Sapphire Court approximately 300 feet north of its intersection with Diamond Drive. Council Member Mercer seconded the motion, which passed by unanimous vote.

PUBLIC COMMENT PERIOD

No citizens were present who wished to address the City Council.

OTHER ITEMS OF BUSINESS

- Presentation of the Greenville Community Fear of Crime Study by Dr. William Bloss

Dr. Bloss stated he was pleased to present the final report requested by the Special Task Force on Public Safety. The study focused on two principal issues of interest to City decision makers. First, it investigated citizen fear of crime perceptions in their neighborhood and other areas of the city; and second, it examined dimensions of citizen police satisfaction in regards to services provided by the Greenville Police Department (GPD). All respondents were residents of the City.

Dr. Bloss stated a population sample of 6,000 Greenville residents was obtained from a commercial vendor. It was sorted into four geographic areas based upon residential address. Area boundaries were identical to the four patrol sectors designated by the GPD. Questionnaire data was collected through telephone



interviews conducted from September-November 2011. Responses were obtained from a total of 386 persons, which reflects a response rate of approximately 8.2 percent of the overall city sample. The number of collected responses is deemed sufficient to establish a dataset suitable for statistical analysis and the results can be reliably generalized to the citizen population in each district and the city at large.

The measure of crime perception was categorically dichotomized between 1) fear of crime and 2) types of crime or disorder concern. With regard to fear of crime, 83% of respondents felt afraid or unsafe in parks and playgrounds and 81-88% felt safe in their homes, neighborhoods and at shopping and dining facilities during daytime hours. With regard to crime and disorder concerns, 37% of respondents ranked speeding as the greatest concern, followed by burglary at 28% and loud music/parties at 21%.

Almost 100% of respondents felt it was important for citizens to be involved in neighborhood crime prevention efforts and 78% feel crime and disorder prevention should be a shared responsibility between citizens and police. 84-93% of respondents felt the GPD was professional, trustworthy and provided quality service. 62% found the GPD effective in crime prevention and solving crime. 65% felt the public was appropriately informed about crime issues and 67% felt the GPD used appropriate force most of the time or always.

Council Member Blackburn thanked Dr. Bloss for his report and asked how the relatively small number of responses could be indicative of the entire City.

Dr. Bloss stated social science researchers have an insatiable appetite for information. It is logistically impossible to take a 100% sample, so they go with "equal probability of everyone in the sample being selected". In this study, 6,000 phone numbers were purchased and each one was called a minimum of 3 times in an effort to get a response. Methodological standards say if you have a response of 100 or more, it is scientifically significant. This study had 386.

Council Member Smith asked if cellular telephones were included in the sample. She expressed concern that many people now use cellular phones and do not have a land line.

Dr. Bloss stated cellular telephones were not included.

Mayor Thomas asked how you statistically account for differences in percentages of respondents compared to population, for example, the percentage of female respondents being higher than the percentage of females in total population.

Dr. Bloss stated researchers can only collect what data is given to them. Calls were made at varying times of the day to attempt to increase the possibility of someone



being at home to answer them. The study was objective and conducted by trained experts. It was scientifically valid.

Council Member Joyner thanked Dr. Bloss for his team's efforts, but expressed surprise at the number of people who indicated a feeling of unease in the City's parks.

Council Member Blackburn asked if responses were weighted to reflect equal representation of the City.

Dr. Bloss stated survey responses were not weighted.

Mayor Pro-Tem Glover expressed concern that the types of people surveyed was not reflective of the City as a whole. She said she did not want anyone to get the idea from this survey that violent crime is not the biggest safety concern in Greenville. If the survey were conducted in high crime areas, the outcome would have been totally different.

Dr. Bloss stated researchers were sensitive to the need to look at all areas of the City and they wanted to be very detailed in the feedback they gave. In Mayor Pro-Tem Glover's district, burglary ranked the highest, but that is based on the people who were willing to talk to the surveyors.

Council Member Mercer stated no matter what the crime rate is in Greenville, recent data suggests a downward trend. He said it was the city Council's goal to make Greenville a safer City regardless of crime rate or perception.

Mayor Thomas stated every City struggles with crime, but Greenville will not lower its standards. He said he feels Greenville has a great Police Department and its employees do an incredible job.

- Report on Eastern North Carolina Regional Science Center (Go Science)

Interim City Manager Moton stated that Council Member Mitchell requested a report on the Eastern North Carolina Regional Regional Science Center, commonly referred to as Go Science. He introduced Acting Executive Director Roger Conner and Go Science Board Chairman Richard Eakin to present a report on the Center's activities, including its renovation and expansion plans for the former Pugh's Tire Center located at 729 Dickinson Avenue.

Mr. Eakin thanked the Mayor and City Council for the opportunity to give a report on Go Science, which he said is a very important part of the development of the Greenville community and the education of its youth.



Mr. Conner thanked the City for working with Go Science over the past several years to make the Center a reality. He stated an environmental study was completed and a site acquired, then they moved into environmental cleanup at the site. The East Group donated their services to guide Go Science through the master planning process for the facility and to help with visioning. The parcel has been rezoned to downtown commercial, which is in compliance with the Horizons Plan. They are currently working on a conceptual building program to prioritize the most critical areas for the science center itself. They want permanent and temporary exhibit space, a learning center and multipurpose/flex space.

Mr. Conner stated that business innovation is based on advancements in science technology, engineering and mathematics. Innovation has three key economic benefits:

- Innovation provides a first-mover advantage in new products and services, expanding exports and creating expansionary employment effects in the short term
- Innovation's expansionary effects lead to a virtuous cycle of expanding employment
- Innovation leads to increased wages and lower prices, both of which expand domestic economic activity and create jobs.

Science centers are central to this in that they create a community of innovation and a culture that supports the new economy.

Council Member Mitchell thanked Mr. Conner and Mr. Eakin for their presentation and stated he believes that Go Science will be a great asset to Greenville's economy. He stated he was particularly glad that they included the economic development benefits in their presentation and said he feels this group works very hard with very little, but they are making things happen.

Council Member Smith stated she feels the Go Science Center is vital for academics and education.

Council Member Blackburn stated in the past, it was hoped that memberships would sustain center operations. She asked if that was still anticipated.

Mr. Conner stated science centers across the nation have created income streams and endowments to sustain them through economic turmoil and growth. Go Science hopes to use membership and annual fundraising initiatives for the Center's growth. Currently some funding comes from the state, some is from grants and there are many private contributions.



- Uptown District Public Parking Review

Economic Development Officer Carl Rees stated the Uptown District Public Parking Review was conducted in response to a request from numerous Uptown District business and property owners who shared a concern regarding what they perceived as a decline in readily available parking for their patrons, employees and tenants. The Community Development staff conducted this study through a collaborative effort which included Uptown Greenville, the Greenville Police Department and the City's Traffic Engineering Division. Other agencies such as Financial Services, Pitt County Engineering and East Carolina University's Parking Services provided assistance and input as well.

Some of the key points that emerged during the initial public input meetings included:

- Businesses desire nearby parking for customers
- Downtown employees need parking
- Downtown employees occupy parking near businesses
- Hard to identify where public parking is located
- Many parking areas seem to be underutilized (Moseley Lot & Reade Street)
- Need for a central parking deck/more parking spaces
- City needs to think about both short and long term parking issues
- Look at location and number of loading zones (May not be enough loading zones)

The report details the City's existing parking inventory, results of an Uptown area building and business owner parking survey and results of a demand study of City-controlled public parking lots. It also outlines a series of recommendations for improved parking practices that were agreed to by the parking study group and that have received considerable public support.

Uptown Greenville Executive Director Denise Walsh stated the parking survey was conducted both on paper and online. There are approximately 196 businesses in the district, and a total of 52 surveys were completed by business and property owners. Many survey respondents commented on a need for additional employee parking. There were also comments about having paid parking at night to help offset costs.

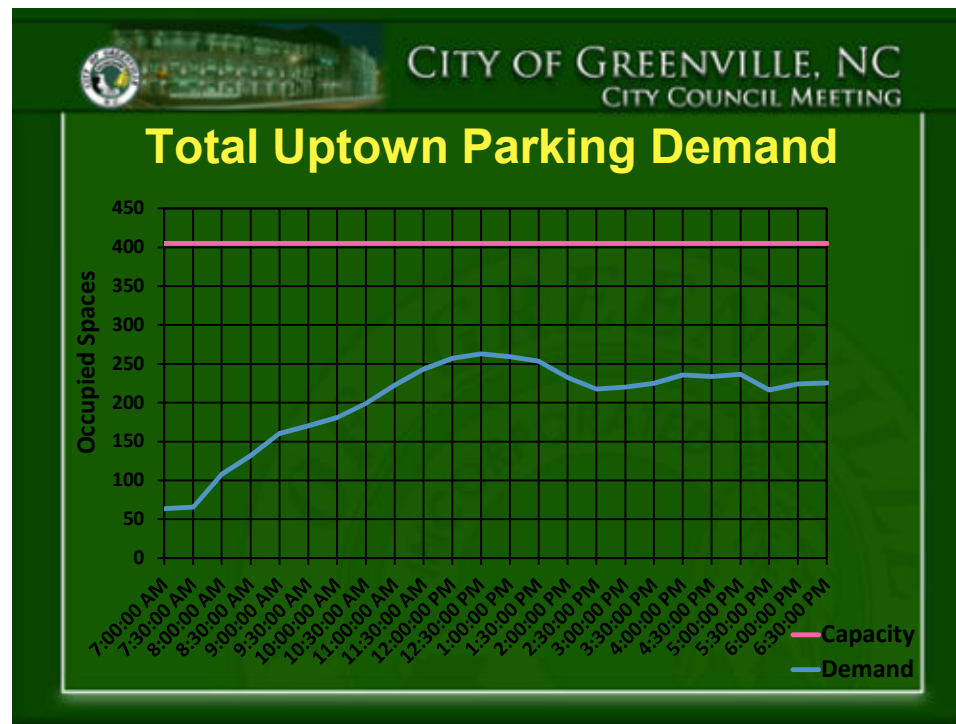
Ms. Walsh stated the survey addressed how far employees were willing to walk, length of customer visits, times of day that parking was a problem, interest in leased parking and interest in a downtown parking deck.

Traffic Engineer Rik DiCesare reviewed a demand study for downtown parking which was conducted for the purpose of developing a reliable "snapshot" of public parking space demand during a period of time that is representative of typical usage



for those spaces. The snapshot could then be used to gauge adequacy of existing public parking.

In conducting the study, contract workers counted vehicles in each public parking lot from 7:00 am to 7:00 pm at 30 minute intervals. Counts were taken over a 3-day, mid-week period in late April. The study yielded the following overall results:



Mr. DiCesare stated results for individual lots are included in the survey document. The capacity of all lots downtown is approximately 400 parking spaces but total demand never exceeded 263 vehicles during the survey period.

Mr. Rees stated once the group studying the parking situation was armed with all the survey data collected, they developed a list of goals and objectives, with the most important goal being to insure positive parking experiences in the downtown area. Other goals include:

- Utilize existing spaces to maximum potential
- Develop a “market based” parking fee structure
- Move toward fewer lease spaces, and combine into all lease lots where possible
- Institute “E” zone parking program
- Convert all on-street parking to 2-Hour
- Add on-street parking spaces along 1st Street



- Install parking wayfinding system
- Develop comprehensive downtown parking web site
- Meter spaces around Courthouse & Courthouse Lot
- Grow reserve fund for parking capital improvements
- Continue to review opportunities for structured parking

Mr. Rees expanded on the “E” zone parking program, or parking that is for employees only, stating it could be a hang tag placed on the rear view mirror or a sticker that goes on the bumper of the car. With the purchase of that tag, which would be matched to the license plate of the vehicle, employees would have the opportunity to park in any of the spaces designated for this program. The recommendation is that tags could be purchased from the City for \$90, which would be valid for a six month period. Mr. Rees stated he feels about 300 spaces could be made available for “E” tag parking in the downtown district. Proof of employment in the downtown area would be required to purchase an “E” tag.

Mr. Rees stated downtown parking really is a commodity because it is such a limited resource. As we heard from the public, there needs to be a variety of price points within the structure. The following is proposed:

 CITY OF GREENVILLE, NC
CITY COUNCIL MEETING

Downtown parking is a commodity

- Proposed price structure:
 - Lease rate per space...\$42/month or \$504/year
 - “E” Tag program...\$90/6months or \$180/year
 - Metered parking...\$.75/hr or \$6/day or \$180/month or \$2,160 year
 - 2-hour on-street and 2-hour surface lot parking is free but turnover must be maintained
- Overtime Parking Citations

Mr. Rees asked Corporal Chris Viverette to discuss parking enforcement issues.



Corporal Viverette said one of the keys to making downtown parking effective for employees working in the downtown area and citizens visiting the area is turnover. The survey suggests there are adequate spaces, but if those spaces are occupied and not turned over on a regular basis, then they are underutilized.

Corporal Viverette stated a review of parking citations and associated fees was conducted comparing Greenville and ECU to Wilmington, Raleigh and Asheville. From that data, new proposed fines for violation of parking regulation were developed for downtown Greenville:

CITY OF GREENVILLE, NC CITY COUNCIL MEETING		
Parking Fees		
	Current	Proposed
Overtime Parking:	\$ 5	\$ 10
Loading Zone:	\$ 15	\$ 25
30' from Intersection:	\$ 20	\$ 25
30' from Stop Sign:	\$ 20	\$ 25
No Parking Zone:	\$ 20	\$ 25
Parking on Sidewalk:	\$ 20	\$ 25
Handicap Space:	\$ 100	\$ 250
Fire Lane:	\$ 50	\$ 50
Illegal Permit:	N/A	\$ 50

Council Member Joyner asked if the goal is to generate additional revenue.

Corporal Viverette stated that is not the goal. The goal is to create a deterrent to exceeding parking time limitations.

Council Member Joyner stated he is much more concerned with repeat offenders than in penalizing someone who simply makes a mistake.

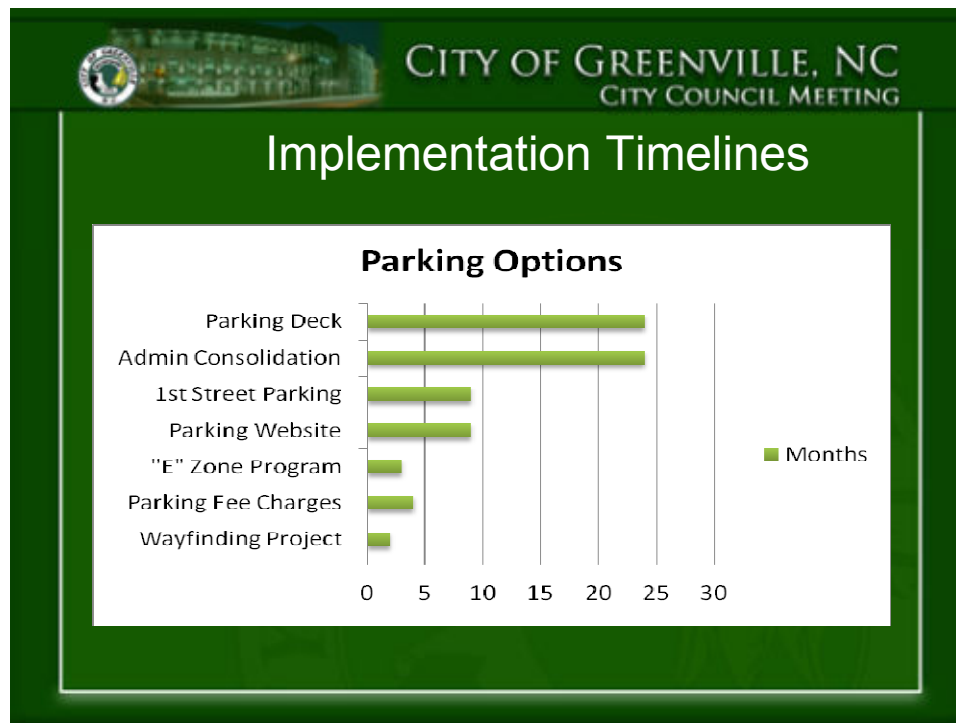
Mr. Rees stated the study determined that, overall, there was fairly good coverage with loading zones. There is one spot in the Evans and Fifth Street area where there is not and a loading zone has been added at Five Points Plaza to cover that.



There was considerable public interest in parking decks. They are expensive – about \$12,500 per space without land costs. Geometry is important – the ideal footprint is 124 feet by 260 feet and they should be located near high demand areas. Security issues are common. Typically, the break-even rate to cover municipal debt service would be about \$92 per month to lease a space. He cited a number of locations in the downtown area that potentially could serve this purpose, but stated significant additional study would be needed.

Mr. Rees stated the purpose of tonight’s presentation was not to ask the City Council to adopt any new ordinances or change any existing fees. The objective was simply to present information gathered over the past year and bring the City Council up to speed. The things discussed tonight have been very well received by businesses, various City boards and numerous other organizations.

In terms of timing, even if a decision was made tonight to pursue a parking deck, it could be a year or two before that deck was open to the public. In terms of other parking objectives, Mr. Rees offered the following timeline:



Mr. Rees stated if the City Council accepts the parking review report tonight, progress would continue to move forward with things that are ongoing. Other items that would require City Council action, such as changes in fee structure or ordinance changes required to implement an “E” zone , would be brought back for consideration at a later time.



Council Member Mercer asked if it is feasible to construct a parking deck with a couple levels, with the plan to add onto it at a later date.

Mr. Rees stated it is technically possible to do that, but it would not be recommended because future construction would negatively impact parking access.

Council Member Mercer asked how many parking spaces are currently available in the downtown area.

Mr. Rees stated there are approximately 500 spaces, but 120 of those are usually leased.

Council Member Blackburn observed that the trend seems to be restrictive of parking, but the goal is to bring people downtown.

Mr. Rees stated without restrictions, parking would be a free-for-all with early arrivals getting spaces and utilizing them throughout the day.

Council Member Mercer moved to accept the Uptown District Public Parking Review and direct staff to begin the implementation process for recommended strategies. Council Member Mitchell seconded the motion.

Council Member Joyner stated he would like to see the parking deck put on the fast track.

Council Member Blackburn stated she wants to insure that parking continues to be accessible to all citizens, regardless of income level.

There being no further discussion, the motion to accept the Uptown District Public Parking Review and direct staff to begin the implementation process for recommended strategies passed by unanimous vote.

- Five Points Plaza Rules of Use

Economic Development Officer Carl Rees stated the Five Points Plaza facility was envisioned and constructed to serve as a gathering place for Greenville residents. Located in the heart of Greenville's historic Uptown Commercial District, the facility has already hosted the popular Freeboot Friday series, Uptown Umbrella Market series, as well as a heavily attended BMX Bicycle competition and showcase in November 2011. With the venue's popularity growing steadily, a wide range of organizations have expressed interest in using the facility to host events, including charity fundraisers, concerts, youth festivals, and road races.



Staff is of the opinion that Five Points Plaza should be made available to a broad range of uses as long as those uses comply with the mission of the Plaza as established within the Pilot Rules of Use. While Five Points Plaza is capable of hosting those events, staff feels it is important that the events be organized and held in a safe manner and that events are scheduled in such a way that they complement, rather than detract, from downtown business activities. The ultimate goal of hosting events at the Five Points Plaza is to generate broad community interest in the activities and events held downtown. Special emphases will be placed on those activities and events that bring significant county-wide, regional and state recognition for the City.

A committee comprised of representatives from the City Manager's Office, Police Department, Public Works Department, Community Development Department, Recreation and Parks Department, Uptown Greenville, and the Convention and Visitors Bureau staff began working in July 2011 to evaluate the Plaza's potential role in supporting the revitalization of uptown Greenville and studying best practices for public outdoor space use. The Five Points Plaza Special Event Planning Committee felt strongly that the mission of Five Points Plaza, beyond its daily use as a parking lot, should be to welcome persons, organizations, or groups to utilize the Plaza for various purposes provided that the proposed uses enhance the vibrancy of the uptown district and generate increased patronage of uptown businesses and venues. They developed Pilot Rules of Use for Five Points Plaza to help the City of Greenville evaluate facility use requests in a consistent and thorough manner. Committee members propose that a pilot program be established to assess the impact of supporting the use of the facility as an entertainment and gathering place to host special outdoor activities and events.

Mr. Rees recommended the City Council approve the Rules of Use for Five Points Plaza as a pilot program with the understanding that the committee will meet during the next 12 months to evaluate the impact of supporting the facility's use on the downtown business community, revitalization of downtown, and to propose changes to the program as warranted. In addition, Mr. Rees recommended authorizing staff to amend the Manual of Fees to reflect the fees established in the Pilot Rules of Use for Five Points Plaza.

Following a general discussion of the proposed Rules of Use for Five Points Plaza, Council Member Mercer removed to approve said rules as a pilot program subject to review and revision as recommended by Mr. Rees and to authorize staff to amend the Manual of Fees to reflect the fees established in the Pilot Rules of Use for Five Points Plaza. Council Member Joyner seconded the motion, which passed by unanimous vote.

Council Member Joyner then asked to be notified of bookings.



- Resolution adopting a Language Access Plan (Resolution No. 011-12)

Interim City Manager Moton stated this item and the two which follow it are related and are essentially conditions of grants. The City of Greenville has a history of clean evaluations by the Federal government.

Community Development Director Merrill Flood stated the purpose of adopting the Language Access Plan is to ensure that the City, as a grant recipient of funding from the U.S. Department of Housing and Urban Development (HUD) is in compliance with Title VI of the Civil Rights Act of 1964 and other applicable federal and state laws and their implementing regulations with respect to persons with Limited English Proficiency (LEP). Title VI of the Civil Rights Act of 1964 prohibits discrimination based on the grounds of race, color, or national origin by any entity receiving federal financial assistance.

In order to avoid discrimination on the grounds of national origin, all programs or activities funded by HUD and administered by the City of Greenville's Community Development Department must take adequate steps to ensure that their policies and procedures do not deny or have the effect of denying LEP individuals with equal access to benefits and services for which such persons qualify.

There being no discussion, Council Member Mitchell moved to adopt the resolution approving the Language Access Plan and to authorize staff to implement the Plan. Mayor Pro-Tem Glover seconded the motion, which passed by unanimous vote.

- Resolution adopting a Housing and Urban Development Act Section 3 Plan (Resolution No. 012-12)

Community Development Director Flood stated Section 3 of the Housing and Urban Development Act of 1968 (12U.S.C.1701u) and implementing regulations at 24 CFR 135 state the purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain U.S. Department of Housing and Urban Development (HUD) financial assistance shall, to the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations, be directed to low and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low income persons.

The City, as a grantee for HUD funds, is required to develop and implement a program plan that complies with Section 3 standards and requirements. The proposed Section 3 Plan will be applicable to developers, contractors, subcontractors, and others engaged in projects funded through the City with funds awarded from HUD. The Plan includes a partnership with Pitt Community College to



provide job training and assessment for low to moderate income residents who may be eligible for Section 3 preference.

There being no discussion, Council Member Joyner moved to adopt the resolution approving a Housing and Urban Development Section 3 Plan. Mayor Pro-Tem Glover seconded the motion, which passed by unanimous vote.

- Resolution amending the Fair Housing Plan (Resolution No. 013-12)

Community Development Director Flood stated as a recipient of funds from the U.S. Department of Housing and Urban Development, the City was required to adopt a Fair Housing Plan. The plan must be amended to remain in compliance with U.S. Department of Housing and Urban Development program requirements. The intent of Title VIII is to assure equal housing opportunities for all citizens.

The City of Greenville is required to administer community development programs in compliance with Title VIII and to certify that it will affirmatively advance fair housing, as a recipient of federal community development funds under Title I of the Housing and Community Development Act of 1974. The City, through the Community Development Department and Human Relations Council, revised the Fair Housing Plan, and the Plan outlines the City's goals, objectives, and program activities to affirmatively further fair housing.

There being no discussion, Mayor Pro-Tem Glover moved to adopt the resolution approving a Housing and Urban Development Section 3 Plan. Council Member Blackburn seconded the motion, which passed by unanimous vote.

- Re-establishment of fair market value for 605 Hudson Street

Community Development Director Flood stated on August 2, 2007, the City entered into an agreement with Pitt Community College to construct a single-family home at 605 Hudson Street. Based on an appraisal completed in June 2008, the City Council established fair market value for this property at \$100,000 at their August 11, 2008, meeting. With the passage of time and changes to the surrounding property values in the immediate area, staff sought an appraisal update. The appraisal update determined that the current value of the single-family unit is \$87,000. As a result, staff recommends that City Council re-set the fair market value (minimum sales price) to reflect the updated appraisal at \$87,000.

There being no discussion, Council Member Joyner moved to re-establish fair market value for 605 Hudson Street from \$100,000 to \$87,000. Council Member Mitchell seconded the motion, which passed by unanimous vote.



- Adoption of City of Greenville 2012-2013 Strategic Goals

Interim City Manager stated that a revised 2012-2013 Strategic Goals document was prepared and provided to the City Council on Wednesday following discussion at Monday night's City Council meeting and comments received from the City Council since that time.

Council Member Mitchell moved to adopt the 2012-2013 Strategic Goals with the following changes:

- Under Economic Development, Action Item #18, modify so that it is more inclusive to conduct a detailed market analysis of the Greenville area to identify potential local growth sectors, and by doing that, it will be broad enough to eliminate Action Items #19 and #20 so the market study can determine what areas of economic development we need.
- Under Infrastructure, Action Item #6, add "where practical."
- Under Parks and Recreation/Greenways/Bond Issue, delete Action Item #4, and to Action Item #5, add "where practical." Also, under that same item, delete Action Item #6 and add the following: prioritize sustainability of existing parks before adding new parks and greenways.
- Delete the Environmental Issues goal and related action items because the City Council discussed goals at the Planning Session for a day and a half and this item was just added. It was not a part of the list established at the Planning Session.

Council Member Joyner seconded Council Member Mitchell's motion to adopt the 2012-2013 Strategic Goals with the changes identified.

Council Member Blackburn said she had some proposed changes as well as comments in response to Council Member Mitchell's motion. She offered the following:

- She feels retaining Action Items #19 and #20 related to Ecotourism under Economic Development is important.
- She stated under Parks and Recreation/Greenways/Bond Issue, she feels it is important to retain Action Item #6, which is to consider park development needs in growth areas of the City. She said she understands the need to maintain what we have, but we have growth areas of the City that have no parks or even plans for parks in the future.
- She stated she also thinks the environmental goals, which she added, are important for the City so that Greenville is not left behind. She feels the environment needs to continue to be a priority and a focus for the City so that Greenville can be a city with a future rather than a city that is stuck in the past. She stated she is willing to take Environmental Issues off the list as a separate strategic goal if the City Council is willing to incorporate some or all of the environmental action items within the other strategic goals.



- She said she would like Action Item #13, which addresses “no more than 3 unrelated,” under Neighborhood Preservation deleted. She said that issue involves a growing group of stakeholders in the community who are looking at the matter in a very comprehensive way and they will likely have a response to that issue.

Council Member Mercer moved to divide the question and look at each of Council Member Mitchell’s recommendations separately to avoid confusion. Council Member Smith seconded the motion, stating she was doing so in the hope that the City Council could move through each item quickly and not so that additional time could be spent debating every minute detail.

Council Member Joyner said this is not the first time the City Council has seen these items. They were discussed in detail at Monday night’s meeting and during the January Planning Session. The environmental goal was just added within the last day or two after the City Council had, as a group, narrowed its goals based on the recommendation of the facilitator at the Planning Session. He stated he was comfortable with Council Member Mitchell’s motion.

Council Member Mercer stated his motion has nothing to do with the content of what Council Member Mitchell recommended. It is a simple matter that he may agree with some parts of what Council Member Mitchell has said, but disagree with other parts. As the original motion stands, he would have to make a single vote which he feels would be awkward and inappropriate. To divide the question would allow Council Members to vote on each of Council Member Mitchell’s proposed changes one by one.

Council Member Blackburn agreed that Council Member Mercer’s motion would allow the City Council to focus a little better in casting its votes.

There being no further discussion, the motion to divide the question passed by unanimous vote.

Council Member Mitchell moved to approve the strategic goal and related action items for Economic Development, with Action Item #18 being modified to read: Conduct a detailed market analysis of the Greenville area to identify additional potential local growth sectors, and to eliminate Action Items #19 and #20. Council Member Joyner seconded the motion.

Council Member Mercer stated he wanted to address the Ecotourism items. There is a regional effort to develop nature-based ecotourism to utilize assets of the region. The City has been working on this for some years and it does not require a large infusion of money. What’s at stake is the possibility that Greenville could – as this regional effort unfolds – position itself to be a gateway city for emerging ecotourism.



We have the transportation, business, hotels, restaurants, knowledge base needed to be a gateway city and he does not want other cities to take our place. The economic impact would involve the expansion of current businesses and development of new small businesses. He asks that City staff keep this on the radar as it develops in the region.

Council Member Mitchell stated the Economic Development office should study everything and come back with what they feel is viable and feasible for the city. His purpose in taking out Action Items #19 and #20 is not that he is against ecotourism, but to let the Economic Development office develop a program which they feel best serves Greenville's needs. He said he does not want to tie their hands by telling them what to include.

Council Member Blackburn said she appreciates Council Member Mitchell's desire not to tie the hands of staff in conducting their study, but she feels it is incumbent on the City Council to guide the rudder toward areas they believe are important for the city. She said she would like to find a way to insure this remains on the radar, even if not specifically as defined in Action Items #19 and #20. This has value and meaning for our community and for the region. She proposed adding language to have the economic development study include looking at ways to promote ecotourism.

Mayor Pro-Tem Glover said she appreciates the concerns about ecotourism, but she feels in doing a study, the Economic Development office will include everything they can to make Greenville better.

Council Member Mercer said he appreciates that Council Member Mitchell is open to staff looking at ecotourism, but there are some projects that transcend Councils – things that are visionary and cannot be done quickly. This has been on the radar and in prior year goals, so this is not something that is new. This is to avoid closing down something that is in process.

Council Member Mitchell said he will ask staff to include ecotourism in what they look at.

There being no further discussion, the motion to approve the strategic goal and related action items for Economic Development, with Action Item #18 being modified to read: Conduct a detailed market analysis of the Greenville area to identify additional potential local growth sectors, and to eliminate Action Items #19 and #20 passed by a vote of 4 to 2, with Council Members Blackburn and Mercer casting the dissenting votes.



Council Member Mitchell moved to adopt the strategic goal and related action items for Infrastructure, with the addition of “where practical” to Action Item #6. Council Member Smith seconded the motion.

Council Member Mercer asked for clarification of what was meant by “where practical” in regard to Action Item #6.

Council Member Mitchell said it refers to feasibility for construction of bike and pedestrian lanes - i.e. in some locations the City may own the property, but not in others – so the Bike and Pedestrian Commission may need to do studies to determine necessity.

There being no further discussion, the motion to adopt the strategic goal and related action items for Infrastructure, with the addition of “where practical” to Action Item #6, passed by a vote of 5 to 1, with Council Member Mercer casting the dissenting vote.

Council Member Mitchell moved to adopt the strategic goal and related action items for Neighborhood Preservation. Mayor Pro-Tem Glover seconded the motion.

Council Member Blackburn reiterated her concern about Action Item #13, which addresses the “no more than three unrelated” issue. Certainly a report would provide useful information, but she is concerned that this is putting the cart before the horse because part of this action items says “present to City Council code amendment alternatives to permit more than three unrelated persons occupancy in residential structures”. This is presuming that the City Council will change this and she said she does not feel the City Council is there yet.

Council Member Mercer said he is against this because the wording is very close to saying the City Council will approve this. This is a huge debate that requires careful input from all the stakeholders. He moved to amend the motion that the item be reworded so that staff gives the City Council periodic reports on the state of the discussion that is underway on this issue by all involved stakeholders. Council Member Blackburn seconded Council Member Mercer’s amendment.

Council Member Mitchell stated this was discussed at the last City Council meeting and he does not recall any opposition to it.

Council Member Blackburn stated she is very strongly opposed to taking this step in a hasty fashion when there is currently so much work taking place on it. There are neighborhood representatives and stakeholders of all kinds that are studying this. If Council Member Mercer’s amendment is accepted, it allows Council Members to become informed through periodic updates, but it does not obligate the City Council



to consider a code amendment when it is not yet warranted and may never be. She strongly opposes this, but she does not oppose a report.

Council Member Mercer stated the way Action Item #13 reads (*Prepare a report on the "no more than three unrelated" residential occupancy standards and present to City Council code amendment alternatives to permit more than three unrelated persons occupancy in residential structures*) is directing staff to do that no matter what the stakeholders say, no matter what the discussion is. He referred to the earlier parking report, which he said was a fine example of a systematic process yielding a policy position being recommended to the City Council. We need a thorough debate on this by all the stakeholders and then it needs to come to the City Council. His amendment would respect that by allowing the City Council to get periodic reports.

Council Member Joyner said there is no timeline on this and it is not suggesting we limit debate. He said he does not see the offensive nature of this. He feels staff will bring it back with a timeline.

Mr. Moton said staff has a sense of what the City Council's priorities are based on their discussion at the Planning Session and throughout this week and they recognize some things will be elevated to a high priority while others will be completed over the course of the next two years. Those with a budgetary impact will be returned to the City Council for a final decision.

There being no further discussion, the vote on Council Member Mercer's motion to amend to have staff provide periodic reports to the City Council on the state of discussion underway by all involved stakeholders related to the three unrelated issue was 3 to 3. Council Members Mercer, Blackburn and Smith voted in favor, while Mayor Pro-Tem Glover and Council Members Joyner and Mitchell voted in opposition. Mayor Thomas broke the tie by voting against; therefore the motion to amend failed.

On Council Member Mitchell's original motion, which was to adopt the strategic goal and related action items for Neighborhood Preservation, the vote was 3 to 3. Mayor Pro-Tem Glover and Council Members Joyner and Mitchell voted in favor of the motion while Council Members Mercer, Blackburn and Smith voted in opposition. Mayor Thomas broke the tie by voting in favor; therefore, the original motion passed.

Council Member Mitchell moved to adopt the strategic goal for Parks and Recreation/Greenways/Bond Issue and related Action Items with the following exceptions: delete Action Items #4 and #6, add "where practical" to Action Item #5, and add the following new action item: Prioritize sustainability of existing parks



before adding new parks and greenways. Council Member Joyner seconded the motion.

Council Member Blackburn stated she is very concerned that contributions she is attempting to make toward strategic goals are being categorically eliminated. District 3 and the eastern part of District 4 have not had the attention to parks that they need. She moved to amend the motion by retaining Action Item #6, seconded by Council Member Mercer.

Council Member Mitchell stated he is not saying parks should not go into these areas, but he feels the City needs to be able to maintain its current parks before creating more.

Council Member Joyner said there should be a minimum standard for parks and some are below what he feels that standard should be. The City needs to find money to bring those up to a reasonable standard before building new ones.

Council Member Blackburn stated her amendment is not to fund, but it is to consider. She said she is happy to accept Council Member Mitchell's proposed addition relating to prioritizing sustainability of existing parks before adding new parks and greenways, but feels it is imperative to still consider park development in growth areas.

Council Member Mercer said if staff is told they can't consider park development needs anywhere in the City, they are effectively prevented from giving the City Council their best advice.

There being no further discussion, the motion to amend by retaining Action Item #6 failed by a vote of 2 to 4 with Council Members Blackburn and Mercer casting the only votes in favor.

Returning discussion to the original motion, Council Member Mercer said he feels Action Item #4 is certainly worth considering. We are talking about construction of a bridge that could conceivably give uptown a park. In looking at the quality of life, the economic development potential, uptown revitalization potential, it is certainly worth taking a look at. The action is not about spending money but discussing what is possible. There may be a creative way of funding this that is not a huge hit on taxpayers. He said he feels not looking at this is very short-sighted. He stated he put the issue out to the public the previous evening and by 10:30 this morning, there were 29 comments in favor, 2 against and 1 neutral. He stated he has not promised anyone he would support doing this, but he certainly feels it is worth consideration.



Council Member Joyner stated moving the old bridge was very expensive and he feels building a new bridge will be even more expensive. He does not feel the idea is economically feasible.

Council Member Blackburn stated she feels the City Council's job is to represent the entire City, but she does not feel that job is being done.

Council Member Mitchell stated we are talking about spending staff time, which is in effect spending money. The issue is consideration of park needs, but there is already a comprehensive master plan on parks for the entire city, so those needs have been considered. There just is no money available at the present time to fund those needs.

There being no further discussion, the original motion to adopt the strategic goal for Parks and Recreation/Greenways/Bond Issue and related Action Items with the following exceptions: delete Action Items #4 and #6, add "where practical" to Action Item #5, and add the following new action item: Prioritize sustainability of existing parks before adding new parks and greenways passed by a vote of 4 to 2, with Council Members Mercer and Blackburn casting the dissenting votes.

Council Member Mitchell moved to adopt the strategic goal and related action items for Public Safety, seconded by Council Member Smith. There being no discussion, the motion passed by unanimous vote.

Council Member Mitchell moved to adopt the strategic goal and related action items for Public Transportation, seconded by Council Member Mercer. There being no discussion, the motion passed by unanimous vote.

Council Member Blackburn then moved to consider as a separate item the environmental issues presented in the draft list of strategic goals. Council Member Mercer stated he wasn't sure he would vote for the item, but in order to have the opportunity for discussion, he would second the motion.

Council Member Blackburn stressed the importance of incorporating environmental goals into what Greenville does as a City. She does not feel that has been done adequately. She appreciates the concern of her peers on the City Council who have said this list of 24 items is new, but she feels it is time to stop being constrained or saying what can't be done because it costs too much. It is time for Greenville, as a city, to start thinking about doing things in new ways.

She urged the City Council to find ways of incorporating at least some of the items on that list of environmental goals into the existing strategic goal items. Things like developing a sustainability plan and putting solar panels on City Hall will not only save the City money, but will set an example for the public. There is nothing about



recycling in the newly adopted Strategic Goals, nor is there anything which addresses energy efficiency, walkability or promoting small or local businesses. She encourages the City Council not to dismiss these environmental goals. At a bare minimum, she would like to address recycling and sustainability.

Council Member Blackburn clarified that the intent of her motion was to consider the list of 24 environmental items and adopt a few of them within the other Strategic Goals. She would like to amend her motion to add Items #1, #8, #10 and #16 under Public Works and Neighborhoods. Council Member Mercer seconded the amended motion.

Council Member Joyner said the first thing they were told was that the City has too many goals. The City Council is not abandoning the environment. Recycling bins have been placed in all apartment complexes this year and recycling bins for every home are being discussed. This is doing exactly what was advised against at the Planning Session. Some of these things are being done already.

Council Member Mercer agreed with Council Member Joyner in that he does not want to add another goal, but this just places a few extra action items under existing goals. He feels this is a reasonable thing to do.

Discussion having ended, the vote on Council Member Blackburn's motion was 5 to 1, with Council Member Joyner casting the dissenting vote.

Upon request for clarification of the motion, Council Member Smith moved to add Items #8 and #10 from the list of 24 proposed environmental issues as Action Items under Economic Development, and Items #1 and #16 from said list as Action Items under Infrastructure. Council Member Blackburn seconded the motion.

Council Member Joyner stated he could support all of that except solar panels on City Hall, so he would vote no.

Council Member Mercer moved to amend Council Member Smith's motion with regard to installation of solar panels on City Hall to have staff provide a report on the feasibility of doing so.

Council Member Smith accepted Council Member Mercer's amendment; however, Council Member Blackburn did not.

Council Member Smith withdrew her original motion and made a new motion to add Items #8 and #10 from the list of 24 proposed environmental issues as Action Items under Economic Development, and Items #1 and #16 from said list as Action Items under Infrastructure, but with Item #16 reworded to direct staff to prepare a report on installing solar panels at City Hall.



Council Member Mercer seconded the motion, which passed by unanimous vote.

NOTE: The final version of the City of Greenville's 2012-2013 Strategic Goals is included as Attachment A to these minutes and is incorporated herein by reference.

COMMENTS FROM MAYOR AND CITY COUNCIL

The Mayor and City Council made general comments about past and future events.

CITY MANAGER'S REPORT

Interim City Manager Moton stated the Citizens Academy begins on March 20th with registration ongoing through March 13th.

He then stated there are no pressing matters for the March 19th City Council agenda.

Upon motion by Council Member Mercer and second by Council Member Smith, the City Council voted unanimously to cancel the March 19, 2012 City Council meeting.

Mr. Moton then asked Recreation and Parks Director Gary Fenton to provide a brief update on the Greenville Aquatics and Fitness Center (GAFC).

Mr. Fenton stated GAFC is struggling with a dehumidifier in the pool area. The cost to replace will be in excess of \$300,000 and will include a heat recovery unit, but replacement will take several months. Meanwhile, GAFC is working to replace a compressor and some duct work, which will provide for a few months of operation. There may be a possibility to approach this project through Schneider Electric's guaranteed energy savings program.

Mr. Moton stated the Recreation and Parks budget absorbed the cost of the compressor and duct work and he authorized other repairs from contingency money. In April, the City Council will see a budget amendment of \$35,000.

ADJOURNMENT

Council Member Joyner moved to adjourn the meeting, seconded by Council Member Smith. There being no discussion, the motion to adjourn passed by unanimous vote and Mayor Thomas adjourned the meeting at 11:00 pm.



Respectfully submitted,

Carol L. Barwick, CMC
City Clerk



CITY OF GREENVILLE

2012-2013 STRATEGIC GOALS

Adopted March 8, 2012



MAYOR

Allen Thomas

CITY COUNCIL

Rose Glover, Mayor Pro-Tem
District 2

Kandie Smith
District 1

Marion Blackburn
District 3

Calvin Mercer
District 4

Max Joyner, Jr.
District 5

Dennis Mitchell
Council Member at Large

INTERIM CITY MANAGER

Thomas M. Moton, Jr.

DEPARTMENT DIRECTORS

Bill Ale, Fire/Rescue Chief

Joe Bartlett, Interim Chief of Police

Gerry Case, Director of Human Resources

Bernita Demery, Director of Financial Services

Gary Fenton, Director of Recreation and Parks

Merrill Flood, Director of Community Development

Scott Godefroy, Interim Director of Public Works

Rex Wilder, Director of Information Technology

City of Greenville Mission Statement

The City of Greenville is dedicated to providing all citizens with quality services in an open, ethical manner, insuring a community of distinction for the future.

Attachment A



The City Council adopted the following value statements to guide its actions during the January 20 and 21, 2012, City Council Annual Planning Session:

- Be accountable for defining and making progress
- Invite, listen to, and consider all perspectives
- Be professional and efficient in our work
- Practice fiscal responsibility
- Practice equity in all decisions
- Encourage sustainable practices

The City Council adopted the following six strategic goals during the January 2012 Annual Planning Session. The strategic goals are organized in alphabetical order, not in order of priority.

- Economic Development
- Infrastructure (including Information Technology)
- Neighborhood Preservation
- Parks and Recreation/Greenways/Bond Issue
- Public Safety
- Public Transportation

ECONOMIC DEVELOPMENT

Strategic Goal: Promote economic development by decreasing unemployment rate, increasing median income, and attracting and retaining new and existing businesses.

Action Items:

1. Allocate Community Development Block Grant Funds from the 2012-2013 Annual Action Plan C to support the City's Business Competition Grant Program in the West Greenville Revitalization Area. – Community Development
2. Attract and retain jobs by reaching out to companies in targeted economic sectors; complement the efforts of Greenville's economic development partners by focusing on business operations that wish to locate in close proximity to a university or medical campus, at a downtown location, or along a major commercial corridor. – Community Development



3. Develop retail to full potential, maximizing revenue impact and neighborhood vitality. – Community Development
4. Nurture the success of local small businesses. – Community Development
5. Increase Greenville’s profile in regional and state forums, emphasizing that Greenville serves the eastern North Carolina region and is a rising uni-med community. – Community Development
6. Promote Greenville’s proven track record as a business-friendly community; demonstrate how Greenville’s streamlined, consistent, predictable development review process reduces business costs. – Community Development
7. Support the Pitt County Development Commission and other economic development partners in promoting manufacturing, biotechnology, and “heavier” industries. – Community Development
8. Present to City Council a strategic economic development plan for consideration. – Community Development and City Manager’s Office
9. Provide staff leadership and support to the Greenville Economic Development Committee and the Mayor’s Economic Development Advisory Committee. – Community Development and City Manager’s Office
10. Make transportation gateways and commercial corridors more attractive and accessible. – Community Development
11. Position Center City as the vibrant epicenter of Greenville’s uni-med community; encourage mixed-use redevelopment including residential and major “anchor” projects that reinforce the identities of downtown districts and adjacent neighborhoods. – Community Development
12. Foster a proactive culture within the City government that anticipates needs and trends, cultivates new ideas, pursues innovations, and constantly seeks new ways to promote the City’s strategic and long-range goals through organizational and employee development. – Community Development and Human Resources
13. Work with the Community Development Department to find or create appropriate programming to promote economic development. – Public Information Office



14. Foster the development of a vibrant, attractive community by continuing efforts to improve the magnitude and quality of the City's parks and greenways systems. – Recreation and Parks
15. As a strategy of the City's Economic Development program, diversify the City's tax base to increase the City's General Fund. – Community Development
16. Continue to review opportunities for structured parking in the downtown area. Explore partnerships to establish a centralized parking deck in the downtown area to serve multiple users. – Community Development
17. Increase retail activity north of the Tar River in a newly created Economic Development Zone by identifying under-served retail niches, aggressively recruit and support new investment in those specific niches. – Community Development
18. Conduct detailed market analysis of Greenville area to identify additional potential local growth sectors. – Community Development
19. Develop a Greenville Sustainability Plan. This plan would embrace local economic development, green building, alternative transportation, clean energy, open spaces, light and noise pollution, and human and animal welfare. – Public Works
20. Adopt and follow planning policies that cluster growth in sustainable patterns. Encourage development in the city center. – Community Development

INFRASTRUCTURE (INCLUDING INFORMATION TECHNOLOGY)

Strategic Goal: Maintain and preserve our existing stormwater infrastructure and our streets.

- a) **Wi-fi in common areas in West Greenville**
- b) **Traffic signals/management**
- c) **Stormwater problems**
- d) **Aging service structures**
- e) **More money for street resurfacing**

Action Items:

1. Review stormwater infrastructure needs and prepare a recommendation to City Council on the sustainability of the Stormwater Utility Fund. – Public Works



2. Prepare a proposal for City Council to consider for a utility revenue bond in support of stormwater improvements. – Public Works and Financial Services
3. Implement a growth retardant program for the ditch banks that control woody & vegetative growth that assists with bank stabilization. – Public Works
4. Complete Lower and Middle Green Mill Run Watershed Master Plan that will provide infrastructure inventory, determine the effects of upstream developments and the identification and prioritization of future stormwater needs. – Public Works
5. Complete traffic counts and analysis for each of the major interconnected and coordinated corridors in the City to re-time the lights to provide the best traffic signal synchronization possible. – Public Works
6. Incorporate the construction of sidewalks, bike lanes and ADA accommodations, where practical, in all State and City street construction and reconstruction projects. – Public Works
7. Prepare a proposal for City Council to consider for a General Obligation Bond in support of street infrastructure improvements. – Public Works and Financial Services
8. Implement sustainable, cost effective and proactive asphalt maintenance solutions to extend the life of the asphalt on roadways. – Public Works
9. Begin design of the next phase of the Convention Center Expansion. – Public Works and City Manager's Office
10. Complete the site selection process for the Intermodal Transportation Center (ITC) and provide a recommendation to City Council on a new site. – Public Works and City Manager's Office
11. Complete development of and implement Guaranteed Energy Savings Performance Contract. – Public Works
12. Develop a 10-year plan for major maintenance, renovation, and repair needs for Public Works maintained buildings, facilities, and structures. – Public Works
13. Implement a subscription database for citizens to access City information via the City web page. – Information Technology
14. Expand the capabilities of social media. – Information Technology



15. Implement mobile technology for a mobile 311 environment. – Information Technology
16. Equip Code Enforcement, Public Works, Inspectors, and other City staff with mobile technology to collect data in the field. – Information Technology
17. Complete Business Application Needs Assessment for Enterprise Planning Resource. – Information Technology
18. Complete Information Technology 5-Year Strategic Plan to include all departments' needs and future technology aspirations. – Information Technology
19. Develop technology requirements and request for bid (RFP) based on pertinent needs for Enterprise Resource Planning. – Information Technology
20. Select/implement new Enterprise Resource Planning system. – Information Technology
21. Identify City public areas in West Greenville to install public wireless internet access points. – Information Technology
22. Create a Facilities Major Repair and Maintenance Fund to prepare for the eventual major repair, renovation or replacement of facilities and major operating systems. – Financial Services, Public Works, Recreation and Parks, and City Manager's Office
23. Prepare for expected increased retirements by creating Human Resources Strategic Plan and Succession Plan. – Human Resources
24. Prepare workforce to meet tomorrow's needs through preparation of an employee development and training needs assessment and establishing minimum training requirements for position classifications. – Human Resources
25. Identify opportunities to increase organizational efficiencies and streamline administrative and non-administrative tasks through a government efficiency assessment. – City Manager's Office
26. Expand City's performance management and benchmarking initiative to include statistical service effectiveness measures through a citizen survey and establish performance measures from survey results. – City Manager's Office



27. Benchmark City's performance against comparable cities. – City Manager's Office and Financial Services
28. Improve employee relations in Public Works. – Human Resources and City Manager's Office
29. Increase recycling by 3-5 percent each year, as practical. -- Public Works
30. Prepare staff report on installing solar panels at City Hall. – Public Works

NEIGHBORHOOD PRESERVATION

Strategic Goal: Develop strategies to protect and preserve neighborhoods through systematic approaches.

- a) **An active association in every neighborhood**
- b) **Addressing the historic district**

Action Items:

1. Coordinate with the Neighborhood Advisory Board to conduct two district-wide neighborhood meetings as a means of collecting citizen comments, providing information related to City policies and programs, and outlining the importance of active neighborhood associations. – Community Development
2. Work with the Neighborhood Advisory Board to provide information and technical support to neighborhoods that are interested in establishing neighborhood associations. – Community Development
3. Develop Neighborhood Plan Implementation Reports for each of the City's four completed neighborhood plans to identify which plan recommendations have been completed and which require additional efforts / action. – Community Development
4. Initiate and complete one new neighborhood plan for an established city neighborhood. – Community Development
5. Partner with the Historic Preservation Commission to develop, publish, and distribute a *City of Greenville Historic Preservation Handbook* that outlines the benefits of historic preservation and provides information related to the City's historic preservation initiatives. – Community Development



6. Partner with the Historic Preservation Commission and other stakeholders to update the City's Historic Preservation Design Guidelines and to publish and distribute the same. – Community Development
7. Expand participation in the Planning and Zoning Commission's meeting notification e-mail list to include representative of every established neighborhood association within the city. – Community Development
8. Continue to improve eligible owner occupied housing stock within the core neighborhoods of the City by utilizing housing assistance programs administered by the City. – Community Development
9. Work with the Community Development Department to find or create appropriate programming to promote neighborhood preservation. – Public Information Office
10. Establish a work plan to develop an active association in every neighborhood. – Community Development
11. Establish a program to publicize—through advertising, the City's website, social media, and other available options—established city neighborhood associations, including maps of the neighborhoods. – Community Development
12. Study the effects and impact of the Historic Preservation Design Guidelines on costs to improve and maintain properties located within the College View Historic District. – Community Development
13. Prepare a report on the “no more than 3 unrelated” residential occupancy standards and present to City Council code amendment alternatives to permit more than three unrelated persons occupancy in residential structures. – Community Development

PARKS AND RECREATION/GREENWAYS/BOND ISSUE

Strategic Goal: Expand and enhance our parks and greenways, as resources allow.

- a) **Earmark funds every year for repairs/upkeep**
- b) **Create two new parks, and repair two existing parks over 2 years**
- c) **Define appropriate access based on socio/economic levels and geography (distance)**

Action Items:

Attachment A



1. Complete design and construction of the Green Mill Run Greenway Phase II Project from Charles Boulevard to Evans Park. – Public Works
2. Complete design and begin construction of the South Tar River Greenway Project from Pitt Street to Moye Boulevard. – Public Works
3. Present a policy regarding the location of new parks and recreation facilities that considers socio/economic levels and accessibility to the Recreation and Parks Commission and City Council for consideration. – Recreation and Parks
4. Pursue pedestrian and bicycle connectivity between parks and their recreation facilities, where practical. – Recreation and Parks
5. Establish a Recreation and Parks facility condition rating index to aid in the prioritization of Recreation and Parks facility improvements. – Recreation and Parks
6. Prioritize sustainability of existing parks before new greenways and parks. – Recreation and Parks

PUBLIC SAFETY (Community Safety)

Strategic Goal: Decrease crime by 10% each year of the plan.

- a) **Create Comprehensive Crime Plan**
- b) **Engage community stakeholders (United Way, etc.) to create and implement the plan.**

Action Items:

1. Present to City Council a comprehensive crime plan for consideration. – Police
2. Complete the construction of and furnish the City's Emergency Operations Center – Fire/Rescue
3. Complete the fire and life safety inspections for all high and severe hazard occupancies in the City and the extraterritorial jurisdiction. – Fire/Rescue
4. Implement an emergency warning procedure using Twitter. – Fire/Rescue



5. Prepare a report on the feasibility of constructing Fire Station No. 7 and staff station with an EMS unit. – Fire/Rescue
6. Evaluate putting into service an EMS unit at Fire Station No. 4 – Fire/Rescue
7. Work with the Police Department to expand police outreach via televising the Police Department weekly briefings on GTV-9. – Public Information Office
8. Equip the Disaster Recovery/Redundant Technology Processing Center – Information Technology, Public Works, and Police
 - a. Work with Public Works to set up area at new EOC building at Fire Station 6
 - b. Implement ability for Police Dispatching from the EOC
 - c. Equip EOC with technology components to support the various levels of EOC activation
 - d. Implement technology components to support City technology operations in the event of a disaster/redundant need
9. Identify specific geographic areas throughout the city with significantly high incidents of crime and nuisance activity that may be deterred through the installation of public safety security cameras – Police
10. Work with Police Department to further expand video surveillance in the downtown area of Greenville – Police
11. Implement a citizen alerting system – Police, Information Technology, and Public Information

PUBLIC TRANSPORTATION

Strategic Goal: All residents have access to efficient and effective traditional or alternative modes of transportation.

- a) **Consider implementing recommendations from the Greenville Bicycle and Pedestrian Commission.**

Action Items:

1. Present a plan for City Council consideration to implement two of the high-priority pedestrian projects recommended in the Bicycle and Pedestrian Master Plan. – Public Works
2. Present a plan for City Council consideration to implement the ten high-priority bicycle projects in the Bicycle and Pedestrian Master Plan. – Public Works



3. Examine the feasibility of adoption of a Complete Streets policy and design guidelines tailored to the City of Greenville based upon NCDOT's adoption of their Complete Streets Planning & Design Guidelines. – Public Works
4. Re-evaluate the 10-year Sidewalk Master Plan to program the construction of sidewalks in areas presently not served based on availability of right-of-way and prioritized based on need as well as areas with larger traffic volumes. – Public Works
5. Utilize MPO funding grant and City matching funds, develop and implement a pavement management inventory and software system to aid the City in allocating resources, preventing problems through judicious maintenance, and diagnosing and repairing problems that exist in a cost-effective manner. – Public Works
6. Utilize MPO funding grant and City matching funds, obtain and implement a software system to manage critical data associated with the street sign replacement and maintenance program. – Public Works
7. Develop standards for public illumination levels in coordination with City's stakeholders. – Public Works
8. Explore methods of implementing light standards on existing streets approved by the City Council. – Public Works
9. Develop a five-year Short Range Transit Plan for the GREAT public transportation system to include recommendations for expansion of routes. – Public Works
10. Gather input from a stakeholders group to help staff develop future recommendations for expansion of the GREAT Public Transportation System. – Public Works
11. Provide a recommendation to City Council on a new site for the Intermodal Transportation Center. – Public Works and City Manager's Office
12. Prepare a location and feasibility plan for future expansion of bus shelters and benches at bus stops on the GREAT system. – Public Works



13. Recreation and Parks work closely with Public Works to ensure future greenway developments are well planned and include facilities that will foster access, safety, neighborhood acceptance, and successful operation. –
Recreation and Parks

PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
THURSDAY, MAY 10, 2012



The Greenville City Council met in a regular meeting on the above date at 7:00 PM in the City Council Chambers, third floor of City Hall, with Mayor Allen M. Thomas presiding. The meeting was called to order, followed by the invocation by Council Member Kandie D. Smith and the pledge of allegiance to the flag. The following were present.

Those Present:

Mayor Allen M. Thomas; Mayor Pro Tem Rose H. Glover; Council Member Kandie D. Smith; Council Member Marion Blackburn; Council Member Calvin R. Mercer; Council Member Max R. Joyner, Jr.; and Council Member Dennis J. Mitchell

Those Absent:

None

Also Present:

Thomas Moton, Interim City Manager; David A. Holec, City Attorney; Carol L. Barwick, City Clerk and Polly Jones, Deputy City Clerk

APPROVAL OF THE AGENDA

Mr. Thomas Moton, Interim City Manager, stated that under Special Recognitions, regrettably Mr. Marion Mills, a retiree of the Public Works Department, would be unable to attend tonight to be recognized. Under Other Items of Business, regarding the Pitt-Greenville Airport Authority's budget presentation and annual report, Executive Director Jerry Vickers reported that he would be unable to attend the meeting tonight due to personal medical issues. Under Public Hearings, the applicant, Brighton Park Apartments, LLC, has requested that this item be continued and the protestors have been notified of the request to continue this item until June.

Mayor Pro-Tem Glover requested to add a discussion of the PARTF grant for the Dream Park to the agenda and hopefully, the City Council could move forward with this project.

Motion was made by Mayor Pro-Tem Glover and seconded by Council Member Joyner to make the changes stated by Interim City Manager Moton and to approve the item, Discussion of the PARTF Grant for the Dream Park, to be added on tonight's agenda. Motion carried unanimously.

Motion was made by Mayor Pro-Tem Glover and seconded by Council Member Joyner to approve the agenda as amended. Motion carried unanimously.

SPECIAL RECOGNITIONS

- Interim City Manager Moton presented a plaque to Mr. Barrie Mitchell for his 29 years of service in the Public Works Department. Mr. Scott Godefroy, Interim Public Works Director, stated that Mr. Mitchell started his employment in 1992 as an Operator I and retired as an Operator IV. Mr. Godefroy commended Mr. Mitchell for his extensive training in operating all of the equipment required for his job performance and for his ability to get along with his co-workers. Mayor Thomas congratulated Mr. Mitchell on his retirement and extended his appreciation for his service to the citizens of the City of Greenville.
- Interim City Manager Moton gave a brief description of the Citizens Academy and recognized the following 2012 graduates with certificates presented by Mayor Thomas and encouraged them to complete a Talent Bank application. All applicants were photographed with Mayor Thomas and the Academy Man (Brad Long of Public Information Division).

Mr. Timothy Bowser
Mrs. Martha Brown
Mr. David Carpenter
Mr. James Cieslar
Mr. George Galtress
Mr. Calvin Garris
Ms. Marsha Jones
Mr. Thomas Moore
Mrs. Peggy Novotny
Mr. Charles Pennington

Dr. Alline Reddick
Mrs. Shelia Salisbury
Mrs. Allison Stuart
Mr. Bob Stuart
Mr. Brian Taylor
Mr. Robert Turner
Mrs. Cora Tyson
Mr. Morris Walker
Mr. Uriah Ward
Ms. Lisa Wilbourne

APPOINTMENTS TO BOARDS AND COMMISSIONS

Affordable Housing Loan Committee

Council Member Smith requested that the replacement for Gregory James be continued until May 21, 2012.

Greenville Bicycle and Pedestrian Commission

Council Member Mercer requested that the replacement for J. P. Walsh be continued until June.

Historic Preservation Commission

Motion was made by Council Member Blackburn and seconded by Council Member Joyner to appoint David Hirsh for a first three-year term expiring January 2015, replacing Dennis Chestnut, who is ineligible for reappointment. Motion carried unanimously.

Housing Authority

Motion was made by Mayor Pro-Tem Glover and seconded by Council Member Joyner to nominate Don Cavellini for appointment to serve a first five-year term expiring May 31, 2017, replacing E. Cordell Avery who was not reappointed. Motion carried unanimously.

Motion was made by Council Member Blackburn and seconded by Council Member Joyner to nominate Robert Hobgood for appointment to serve a first five-year term expiring May 31, 2017, replacing Kathy Castillo who was not reappointed. Motion carried unanimously.

Human Relations Council

Mayor Pro-Tem Glover continued the appointments to replace Guillame Bagal, an East Carolina University student who moved out of the state and Michael Rouse, a Pitt Community College student who moved out of the city limits.

Pitt-Greenville Airport Authority

Motion was made by Council Member Mercer and seconded by Council Member Joyner to nominate L. H. Zincone for appointment to serve a first four-year term expiring June 2016, replacing the late Jerry Powell. Motion carried unanimously.

Pitt-Greenville Convention and Visitors Authority

Mayor Pro-Tem Glover continued the replacement of Hanna Magnusson, a City member who is no longer employed at the Courtyard Marriott and continued the nomination to replace Ivory Mewborn, a County member who resigned.

Planning and Zoning Commission

Mayor Thomas recommended the reappointment of Shelly Basnight. Motion was made by Council Member Joyner and seconded by Council Member Smith to reappoint Shelly Basnight for a second three-year term expiring May 31, 2015. Motion carried unanimously.

Motion was made by Council Member Mitchell and seconded by Mayor Pro-Tem Glover to elevate Doug Schrade's membership from Alternate #1 to a regular member for an unexpired term expiring May 31, 2013; to elevate John Weitz's membership from Alternate #2 to Alternate #1 for a first three-year term expiring May 31, 2014; and to appoint Torico Griffin as Alternate #2 for a first three-year term expiring May 31, 2015.

Council Member Smith continued the replacement of Tim Randall until May 21, 2012. Mr. Randall is ineligible for reappointment.

Police Community Relations Committee

Mayor Pro-Tem Glover continued the replacement of Willie Roberts who was unable to meet the attendance requirements.

Recreation and Parks Commission

Motion was made by Council Member Mercer and seconded by Council Member Joyner to reappoint Brian Jacobs for a first three-year term expiring May 30, 2015. Motion carried unanimously.

Motion was made by Council Member Joyner and seconded by Mayor Pro-Tem Glover to appoint Terry Boardman for a first three-year term expiring May 30, 2015, replacing Sandra Steele who is ineligible for reappointment. 5:1 vote with Mayor Pro-Tem Glover and Council Members Joyner, Smith, Mercer and Mitchell voting in favor of the motion and Council Member Blackburn voting in opposition.

Council Member Blackburn stated that Mr. Boardman has been a very vocal member of our community. He often spoke to criticize actions of our Staff and at times has been critical of parks specifically regarding the Aquatics and Fitness Center. Nevertheless his voice is a part of our community. She is hoping that with his appointment and service on the Recreation and Parks Commission that rather than serving as a negative voice of criticism that he would instead join the other members of the Recreation and Parks Commission to be a positive voice, and to work constructively to enhance, to improve and advocate for our parks.

Council Member Joyner responded that in his 4 years on the City Council, no one has ever made comments after an appointment to a board or commission. Mr. Boardman is a citizen of Greenville who has the right to say what he wants. He is outspoken at times but he feels that Mr. Boardman is qualified and will be an excellent member of the Commission. If he didn't feel that way he would not recommend him for appointment. Council Member Joyner concluded stating that he has not agreed with many of the appointments made by other Council Members and is offended by the comments that were made.

Motion was made by Council Member Smith and seconded by Council Member Joyner to appoint Audrey Nealey for a first three-year term expiring May 30, 2015, replacing Franchine Taft who was not reappointed. Motion carried unanimously.

Youth Council

Motion was made by Council Member Blackburn and seconded by Council Member Smith to appoint Laura Applewhite to fill an unexpired term expiring October 2012 and to continue the appointments for the eight remaining slots. Motion carried unanimously.

NEW BUSINESS

ORDINANCE REQUESTED BY PARADIGM, INC. TO AMEND THE ZONING ORDINANCE TO MODIFY THE STANDARDS FOR FAMILY CARE HOMES – ALLOWED APPLICANT TO WITHDRAW AND AMEND THIS REQUEST AND REFERRED BACK TO PLANNING AND ZONING COMMISSION

Interim City Manager Moton stated that City Attorney Holec will provide brief information to clarify how the City Council should proceed with the applicant's request.

Mr. David Holec, City Attorney, stated that there has been a development in this matter today which may eliminate them from having a Staff report and the public hearing. Mr. Bob Thompson, who is an advocate for the applicant in this matter, called him this afternoon. During their telephone conversation, Mr. Thompson stated that the applicant does not want to pursue this amendment further but rather wants the opportunity for the matter to be considered on an individual basis as a request for a reasonable accommodation for this location. He advised Mr. Thompson that the City Council does not have the authority to grant a waiver to a zoning ordinance requirement as a method to accomplish the goal, but there were two other options. One option to accomplish this would be for the applicant to apply for a variance to the zoning requirement but as he explained to him that causes concern since the variance tasks which are required to be met are problematic for this

particular request. Another option to accomplish this would be to allow the applicant to amend their request so that they are seeking a zoning ordinance amendment which would establish a procedure to make a request for a reasonable accommodation on a case by case basis with notice to others and a public hearing. The request would be heard in a quasi-judicial manner with the ability for conditions to be added on an approval.

City Attorney Holec reminded the City Council that in March, the City Council had declined to initiate such an amendment which would have established this procedure but having an applicant to pursue this request would allow it to be more fully considered. It would be a different matter if they are having the applicant making the request as opposed to having the City Council to initiate the request. He also explained to Mr. Thompson the timeframe involved. If the City Council adopted the amendment, the City Council would allow Mr. Thompson or the applicant to basically affirm or state their request and that would require action by the City Council. The action by the City Council as a forecast would be if Mr. Thompson does speak, the request would be to the City Council to allow the applicant to amend their request to establish a procedure for consideration of a reasonable accommodation on a case by case basis and to refer the amended request to the Planning and Zoning Commission for review and a recommendation.

Mayor Thomas asked if Mr. Thompson is asking to speak outside of the public hearing at this point.

City Attorney Holec responded that they would need him to affirm that is the request of the applicant.

Mr. Bob Thompson stated that he is the advocacy coordinator for this building advocate and resource center. He was approached with a concern from Paradigm Inc. regarding their operating a family care facility on Old Pactolus Road. They had been approached by a family asking for housing for a young man whose family has looked after him for almost 28 years. The family reached a point in their life to realize that there are accommodations that need to be provided for the rest of his life. As an active and productive citizen he is quite an amazing person with cerebral palsy, and he has two part time jobs. They are asking for him to be able to live happily in an area where he would be close to his family and employment. Additionally, the applicant is asking that the applicant's application be withdrawn and, as the City Attorney said, the applicant will go back to the Planning and Zoning Commission to reapply for a reasonable accommodation under the Fair Housing and ADA for persons with disabilities.

Mayor Pro-Tem Glover thanked Mr. Thompson for his advocacy for the disadvantaged disabled people in their community and stated without his voice a lot of people would not have the opportunity to be where they are today. She feels that every child should have

the same rights as any other citizen to live in a productive neighborhood. It is a shame that we have to have an advocate for people who are handicapped and disabled, and she agrees with Mr. Thompson. As a disabled person, if she needed assistance with someone caring for her at or outside of her home, she would like for Mr. Thompson to be her advocate. Disabled people should have the right to live wherever they would like to live especially if they are not causing any problems in the community. That is something that the City Council should revisit because it may not pass but in her heart she believes that there should be equality for every person to live where they want to live.

Council Member Mercer stated that the petitioner is withdrawing the proposal for a zoning text amendment application and asked does the City Council have to vote on that.

City Attorney Holec stated that actually with the request to withdraw occurring at this timeframe the City Council would have to vote on that and in reality the applicant is asking for the City Council to withdraw and allow the applicant to amend their request and to refer it back to the Planning and Zoning Commission.

Council Member Mercer stated that there is only one action that the City Council would be doing, and he asked for clarification of the amendment.

City Attorney Holec responded that the amendment is for a zoning amendment which would establish a procedure to make a reasonable accommodation on a case by case basis with a notice to abutters and a public hearing.

Council Member Mercer asked if the request process would be going back to the Planning and Zoning Commission, a public hearing and then the request would come back to the City Council at some point.

City Attorney Holec stated that to be correct.

Motion was made by Mayor Pro-Tem Glover and seconded by Council Member Joyner to approve Paradigm, Inc.'s request to withdraw their request and allow them to amend the request and refer it back to the Planning and Zoning Commission for review and recommendation. Motion carried unanimously.

ORDINANCE REQUESTED BY BRIGHTON PARK APARTMENTS, LLC TO REZONE
0.63 ACRES LOCATED ON THE WESTERN RIGHT-OF-WAY OF BRIGHTON PARK
DRIVE APPROXIMATELY 50 FEET SOUTH OF ITS INTERSECTION WITH MELROSE
DRIVE FROM MO (MEDICAL-OFFICE) TO MR (MEDICAL-RESIDENTIAL) –
CONTINUED UNTIL JUNE

PUBLIC COMMENT PERIOD

Charles Pennington, Cypress Glen, 100 Hickory Street, Cypress

Mr. Pennington extended his deepest thanks to the Mayor and City Council and citizens for what they have done in Greenville and stated that he is proud of the City of Greenville. In 1970, when he moved to Greenville, he was amazed that there were more students at East Carolina University than residents in the City. Mr. Pennington stated that he can barely walk but he would challenge Mr. Gary Fenton, Recreation and Parks Director, in the 2012 18-hole golf tournament and stated that if he loses he would purchase the prize, a handicapped cart, for the winner.

OTHER ITEMS OF DISCUSSION

PRESENTATION OF THE PROPOSED FISCAL YEAR 2012-2013 OPERATING BUDGET AND FISCAL YEAR 2013-2014 FINANCIAL PLAN

Pitt-Greenville Convention and Visitors Authority

Dr. Joseph Fridgen, Chairperson of the Pitt-Greenville Convention and Visitors Authority (PGCVA), stated that this board serves travelers and encourages them to visit our area for overnight hotel/motel stays, assists in the economic development through those travelers' expenditures and stays, and serves as an informational clearinghouse for visitors and potential visitors far and wide. Their mission is carried out by working with the Convention and Visitors Bureau staff and with assistance from the City Council to the members of the Pitt-Greenville Convention and Visitors Authority. Those members represent the community in various ways such as hotel owners and operators, hospitality representatives, general citizens, City and County liaisons, and a City Deputy Finance Officer, and Chamber of Commerce appointee. The PGCVA Executive Committee and full membership discussed and approved the Pitt-Greenville Convention and Visitors Authority budget this week which will be presented to the City Council this evening.

Ms. Debbie Vargas, Executive Director of the Convention and Visitors Bureau (CVB), presented the PGCVA proposed fiscal year 2012-2013 operating budget and fiscal year 2013-2014 financial plan. Ms. Vargas stated that CVB is funded through hotel/motel occupancy taxes and not through local taxpayers' dollars. Also, the Convention and Visitors

Bureau does not receive any City or County support so they are self-supporting. What is encouraging about this presentation this year which has not been for the past few years is actually the travel industry is rebounding. They are seeing holdbacks in government and some of the industries but, as a whole they are seeing occupancy going up and everything is looking bright for the future.

Ms. Vargas stated that the PGCVA budget approval process starts with approval by the PGCVA Executive Committee and full board then approval by the Greenville City Council and Pitt County Board of Commissioners. Current hotel tax revenues are up 19% this year over the previous fiscal year's actual collections thus far. The CVB staff has had a good record of managing expenses during tough times. Typically, they budget and as they go through the year and see how taxes come in, they adjust expenses accordingly. They are proposing in their budget revenues of \$800,000 for fiscal year 2012-2013 and it is a balanced budget.

Ms. Vargas stated there is a budget plan of \$850,100 for fiscal year 2013-2014. Due to hard economic times, some of their projects had to be withheld. Hopefully, in the near future a part-time position will be added to the CVB staff. They have not added a position to their current 4-member staff in 22 years which consists of a director, a person who handles the visitors' information center and administration, sales manager and service manager. However, they do not have an individual to really focus on communication--promotional material, website, visual releases and social media. They have done a decent job but could do so much better with this part-time position which would be funded from operational revenues instead of from their reserves. That is a positive, and it shows the comeback of the travel industry. Another of their projects is their interest in relocating downtown which they have tried to do for 7-8 years. One of constraints is that money would come from reserves and once those reserves are used they would not likely be replenished at their present level. They are interested in a purchase option instead of a lease option because when the money is gone, it is gone. Also, the building for an office facility would be purchased by the City of Greenville and leased by PGCVA similar to the Chamber of Commerce that is leasing for \$1.00 a year. Included in the proposed budget out of reserves is \$850,000 for an office facility, and they are working closely with Carl Rees.

Ms. Vargas stated that the other issue is a rebranding because CVB has had the same brand for probably about 7-8 years. They feel it is time to be more aggressive and positive, to really have a new look and put CVB out there and to be more competitive. They are in the process of working with the City and have funds included in the budget to advertise and allow for a part-time position probably for a grad student(s) for managing the process. At the April meeting, Council approved the memorandum of understanding where the City Council would help guide the process but would not be involved with every step that they take.

Ms. Vargas concluded stating that in addition, out of their budget there is 3 cents of occupancy tax and 1/3 of that goes to the Convention Center, which is operated by a private company. During fiscal year 2012-2013, that amount would be \$262,668 and during fiscal year 2013-2014, it would be \$279,066. There is a division although they work cooperatively and it helps to promote our City as a convention destination.

Mayor Pro-Tem Glover thanked Ms. Vargas and Dr. Fridgen and all of the other members of the Pitt-Greenville Convention and Visitors Authority for their service. She stated that they are hard working dedicated people, and she has certainly enjoyed and will continue to enjoy serving with them.

Sheppard Memorial Library

Dr. Vivian Mott, Vice-Chair of the Sheppard Memorial Library Board, thanked the Mayor and City Council for the support that the Board of Trustees and Staff have enjoyed receiving from the City of Greenville for many years. Dr. Mott spoke briefly about the merits of the Library system stating that they are proud of the accomplishments of the Library and the successful year that they had. A few highlights around that success would include

- More than 500,000 patron visits
- Borrowing of at least 500,000 materials
- Use of computers 200,000 times
- 50,000 people who used the meeting room
or attended Library programs

Dr. Mott stated that the demand of the Library is increasing along with the operation of it. Less local funding from both the City of Greenville and Pitt County has not hampered its operation thus far and that is largely because of the Staff and Mr. Needham. They still provided services to people who need them, maintained operating hours, operated smarter on less money and have even been innovative about it. They are beginning to provide nook e-readers which a lot of patrons love and enjoy. There is the provision of e-books from popular fiction and that will be revealed to the public later in the Spring. The staff is wonderful and in addition to the dedicated staff, they have a cavalry of 40 or more volunteers who are also dedicated to the public and provide the services that are needed.

Dr. Mott concluded stating that the Friends of the Library raise approximately \$30,000 from the annual book sale. The money is used to provide more children services and to help match grants for supporting programs such as the Black History Bowl and the Quiz Bowl. As citizens of the City and County, we are getting far more for our investment of tax dollars for the Library than you would ordinarily be aware of. The Library is running very

lean and that is being done through the careful attention of its Staff, Board of Trustees, and Director. Any further cuts are going to put them at risk, at risk of not only having to cut operating hours, but to reduce services and to provide fewer children’s programs and fewer computer systems for people to update their resumes, practice their computer skills and to apply for jobs. It also puts them at risk unfortunately of losing some critical State Aid because they have to maintain a certain level of funding from the City in order to be eligible for that aid. They have met the budget challenges and have continued to operate smarter and leaner and still be more innovative with that. She asked the City Council to be mindful of the absolutely critical role that the public library plays to the citizens not only for our education future but for our economic future as well as the quality of life for all of our children. Dr. Mott stated that Mr. Needham will present the Sheppard Memorial Library 2012-2013 Budget and 2013-2014 Financial Plans. Both have been approved and endorsed by the Board of Trustees.

Mr. Greg Needham, Director of Libraries, stated that they basically had a 2.5% local funding cut this year which was begun by the County’s cutting. There was a challenge of maintaining as best as they could the traditional funding ratio of 1/3 County and 2/3 City. They gave money back to the City. They really did make it work and now they are at the point of having more serious challenges with further cuts.

Mr. Needham explained PowerPoint Slide #1 stating that the first column of numbers is the

	2011-2012 Amended Budget	2012-2013 SML Board Approved	2012-2013 City/County 5% Reduction
REVENUES			
City of Greenville	\$1,087,366	\$1,130,006	\$1,032,998
County of Pitt	\$543,683	\$538,689	\$516,499
County: Bethel/W'ville	\$5,733	\$5,733	\$5,446
Town of Bethel	\$27,984	\$28,824	\$28,824
Town of Winterville	\$139,437	\$143,620	\$143,620
State Aid	\$192,156	\$192,156	\$170,081
Federal Grants	\$35,692	\$55,692	\$55,692
Interest Income	\$5,000	\$1,000	\$1,000
Library Generated	\$150,762	\$145,251	\$160,909
Capital Expense	\$75,480	\$0	\$0
Fund Balance	\$91,712	\$83,765	\$45,065
TOTAL	\$2,355,005	\$2,324,736	\$2,160,134

actual amended budget showing funding that was given back to the City and County during the year. The second column of numbers is the 2012-2013 Sheppard Memorial Library Board of Trustees request for funding that was approved by them in March 2012. Those are large numbers because in January and February, the direction from the County was to prepare for a 2% County reduction. Also, the directions from City Staff were hope for revenue neutral and build in 2% for market adjustment and 1.5% for the merit pool. Knowing that the County was going to cut 2%, they built that in and, according to consultation with City staff, they built in 2/3 of the market merit increase out of City funding and took the 1/3 out of the Library's Fund Balance. Now they know that is an impossible budget but in March that was the best information that they had. The third column is based on the County's indication that there might be an additional 2.5% reduction this year or it might be 5%, which depends largely on whether the County Commissioners adopt the revenue neutral budget. If it is adopted that would be the 2.5%, and 5% if they do not adopt the revenue neutral budget. This also puts City funding at the 2/3 and that is a 5% City reduction. As a reminder, they gave back 2% to the County this year and 2% back to the City. The County was cutting all of their departments and all of the external agencies they fund at 2% so they were doing the same. The 2% cut or funding that they gave back to the City was when the City departments were not being cut. If they get to the end of this process and the City departments are being cut 5%, he would like the City Council to take into consideration that the Library has already been cut 2.5%. After they receive direction from the City Council, they will go back to the Sheppard Memorial Library Board for possible approval of an interim budget until they know what their revenue sources are after the adoption of budgets by the City, County, Town of Bethel, and the Town of Winterville. Again, the second column shows that they will keep all of the operating hours and all of their positions. The next column reduces and places them in a position where they would have to reduce operating hours, staffing, materials, etc.

Mr. Needham stated that in the third column, the County does provide extra funding beyond the 1/3 and 2/3 formula. The County provides some extra funding for Bethel and Winterville libraries which is the \$5,733. The Towns of Winterville and Bethel do provide the operating cost to them for providing library services at those towns. The State Aid funding of \$192,156 is their full State Aid amount and the 5% reduction line is \$170,081. Unfortunately, they would be below their maintenance of efforts requirements for State funding. They have to maintain their State funding. Their new local government funding is at least the average of the most recent three years of total local government funding. If they drop below that they would lose their percentage of State funding. Regarding Federal Grants, they have one this year and they are applying for two next year for more computers and books. They just implemented a grant for new computers at the Carver Library and next year computers would be placed at Winterville and East Branch libraries if the two Federal Grants are awarded. Interest Income would be less because the rates are dropping. Library Generated Income Fines and Fees donations are anticipated to be less this year and

in the new fiscal year unless they raise the fines and fees. Capital Expense this year was replacing the out of warranty roof at the Main Library. They have put in their Capital Improvement Projects (CIP) request for security cameras at Carver, East and the Main libraries. Also, there is a 1960 elevator at the Main Library that needs major work and would be a CIP request as well. In the Fund Balance, this year they budgeted \$91,712. Actually, they only are going to be spending \$20,000 of that Fund Balance and it was budgeted because they had a lot of grand plans for savings in this year's budget and did not know if they would all be realized. They will not be spending all of the Fund Balance this year. The \$83,765 actually would be spent next year if it is the 5% reduction, they really would spend the \$45,065 next year.

Mr. Needham summarized the Expenditure Budget stating that Personnel is the top expenditure. The 5% cut is significantly less and Operations is less than this year. Housing Authority money is just passed through federal funding for the Moyewood Resource Room where children receive help with their homework and everything else in Moyewood. Capital Expense does not show yet, and Federal Grants is for computers and books.

Mr. Needham stated there is a funding gap when the amended 2011-2012 Budget is compared to the 2012-2013 Budget with a 5% City/County reduction and the resulting loss in State Aid. The City of Greenville's loss with a 5% cut would be \$54,368; the County loss would be \$27,184, Bethel and Winterville loss would be \$287; and a State Aid loss would be \$22,242. The total revenue shortfall would be \$103,914 plus if Greenville Utilities Commission and the City of Greenville implement a 2.5% market adjustment, they would receive the same compensation which would be \$25,242 of increased cost unless their employees would be cut out. That makes the total gap \$129,156. They cannot cut out the book budget to make that happen and would have to do other things to still be able to provide Library services to the citizens.

Mr. Needham stated that this year the Library loss was a total of \$43,500. They still provide all of their operating hours. They still have all of their Staff and 2 frozen full-time positions out of 17 positions. The Library had to achieve savings throughout the budget in 2011-2012, but they did so without reducing service. They can bridge the new 2012-2013 gap only with measures that will negatively impact Staff and service to the public including:

1. Increase Library Generated Revenues = raise fines/fees
2. Reduce Personnel and Operating Expenditures:
 - Reduce operating hours system-wide
 - Reduce Staff a minimum of 3 FTE's
 - Buy fewer Books, AV Materials, & Periodicals
 - Reduce computer replacements, supplies, etc.

Council Member Joyner asked what dollar amount from the City is being requested.

Mr. Needham responded that if the City gave them back the \$29,000 that was reverted this year that is a little better than half the City's damage and at a 5% reduction. That is a whole position's worth of funding.

Council Member Blackburn asked how far are they from being back up at their full State funding in terms of the local funding that they have.

Mr. Needham responded that at the 5% gap it is \$99,000. The problem is that needs to be stable and should not be a bailout this year and the next year they cannot do the same thing. Personnel costs just increased because of health, retirement, and market adjustment costs.

Council Member Blackburn asked does the budget that they prepared include 2.5% or 5% or both.

Mr. Needham responded that the middle was with an actual decrease of 2.5% but 5% seems more likely.

Mayor Thomas asked have they tried to share this ratio with the City and County and stated that they are handicapped waiting for the County to do that.

Mr. Needham stated that they recently completed a review of 40 years of City and County funding of Sheppard Memorial Library. Mostly, the City gave significantly more not so much percentage-wise but compared to the shortfall and the City gave above the ratio. The review is the historical picture and it goes back to 1969. The goal has been to stick with the working model of the 1/3 and 2/3 formula and for the last decade they have been doing so. There is precedent for deviating from the formula. Sometimes the County gave more later. The Library is implementing more self-service as time goes forward.

Council Member Joyner stated he is a strong believer in the Library and the City Council should consider giving the \$29,000 back and not cut the Library twice and he will be an advocate of that in the City's budget. Last year there was a similar message about funding. He asked how can they get out of the dire straits, what can be done to change it, and what is the long range strategy.

Mr. Needham responded that there are a number of events that might happen such as the State might increase funding. They are 13% down from the normal State funding. It seems to resonate with the new power structure in the General Assembly that libraries really

matter in recovering the economies and getting people back to work. The Library has continued to decrease costs and economize.

Council Member Joyner stated that they have done an excellent job with that.

Mr. Needham stated that as they have senior staff retiring, there are plans to restructure the personnel part of the budget to take the burden off of Staffing costs. Also, they will be applying for a \$100,000 grant for fiscal year 2013-2014 which would allow them to take the RFID technology to all their locations not just at the Main Library. The picture is of a reduced need for staffing over time even in the face of growth. Giving the Library back the \$29,000 and easing some of the cut this year would help them to get further in those implementations.

Council Member Joyner asked what type of fundraising are they doing for the Library, what was the total amount of fundraising last year, and how can the City Council help.

Mr. Needham responded that the \$30,000 raised by the Friends of the Library goes back into the Library budget. The Friends Endowment was set up before the economy crash and people were donating but now it is worth about what it was then because it is in the market. BB&T is hosting an event for the Library on May 24, 2012 with experts on charitable giving which would focus on the Library to help people understand how to contribute to the endowment or set up a charitable trust, the different ways of getting tax shelter and donating to the Library. They are expanding their outreach to the community and fundraising. As the market recovers, the Friends of Endowment would grow and part of that could be used to expand the book budget and other things.

Mayor Pro-Tem Glover stated that over the years the Board, Mr. Needham and his Staff have really worked hard at keeping their budget at the minimum and providing excellent services. The Library Staff has probably worked double jobs and she commended them for that. The City should do as much as possible to help because libraries are a very essential part of the City. Libraries help the underserved communities by allowing them to have programs in their communities that they would not normally have. Libraries are important for the entire City. She asked Mr. Needham to provide the City Council with ways that the City can help with the Library. She hoped that they would not stumble for an essential part for the whole community. She is very pro-library and it is very important because there are children without computers at home and they can walk to the Library to use the computers and/or read books at the Library. It is so important that with all the cuts in education that we keep our Library thriving.

Mayor Thomas reminisced about his best childhood memory of him and his brothers going to the library every week during the summer to check out books, and sometimes there

would be storytelling hours. He stated that today it is amazing that there are digital products at the Library and what they bring is so much more than books. We have to invest in our community and start with the youngest people. Recently, the City made a big investment in a golf course and other projects for long term but it starts with that seed whether it is economic development or public safety and all other items that they want as a well-rounded community. Personally, a library is always going to have an enormous priority for him. There is no question how well Mr. Needham has narrowly and efficiently run this operation and they know that he has to answer to many people.

Council Member Mercer stated that there is obviously some sentiment here to help the Library, and there is a City Council meeting scheduled for Monday. He asked Interim City Manager Moton if it is possible from a budgetary perspective and timeline for Staff to give feedback or input at that meeting. Also, he asked if there is a timeline for any decisions that they are going to make.

Interim City Manager Moton responded that Staff can certainly do it, and it is a matter of either controlling expenses that the City spends or looking at the revenue. They can add as much in the budget but at some point and time, you are making a tradeoff. The City is coming out of the recession and it is a tremendous asset to have the Library system here. The majority of the library systems in the State are County entities funded fully by the County, and 100% of Greenville residents are County residents. At some point of time, they would need a sustainable source that maybe County-wide contributes and the City can really get out of this portion or may be some other kind of funding mechanism.

Council Member Mercer stated that is the kind of perspective that he is asking for before the City Council might make any decision. He asked is the City Council in an emergency situation that they would have to make a decision tonight.

Interim City Manager Moton responded that in the short run if it is \$29,000, there is a number of levers and they would have to adjust something. Again, at the end of the day they are going to present a balanced City budget. The elements that are in the budget it is not fair right now. He feels that at the end of the day for the City Council policy wise what are the issues that you are going to be willing to lessen the level of service to some degree as an emergency to bridge the gap and what areas are the City Council willing to increase the sources of funding so that there is continuance of no loss of revenue.

Council Member Mitchell stated that it is amazing that there are cuts and the Library is trying to keep up with technology and he commended them for that. It is his understanding of Interim City Manager Moton's comments that as a City Council, they gave some directions at the May 7, 2012 meeting regarding the budget. Before adding any other additions to the budget, they would have to look at the cuts that were already made. He

asked all of the members of the City Council to keep in mind that was our direction given to the City Staff as they go through the budget process.

Interim City Manager Moton stated that to be correct.

Mr. Needham stated that whatever funding is given to the Library, they will give the City the very best library that they can. He is concerned about his dedicated employees and if they cannot keep all of them that is grim and painful.

Council Member Blackburn stated that not only with the reduction in local funding the Library dropped a tier in State funding and in addition, there has been State funding cuts. She asked is it accurate that the Library has taken a double hit from the State.

Mr. Needham responded that to be true. He stated that they had a 13% reduction at the beginning of the year. One of the things that is really hurting is in this scenario, they dropped below their benchmark because they have been qualifying fully for their State Aid. All of the libraries that do not during the year create a secondary pool of State Aid Library Funding. The libraries that fully qualify such as Sheppard Memorial Library get an extra distribution. They received an extra \$12,000 this year and as soon as they drop below there is no more extra distribution and they began to lose a percent. On top of the entire amount, they are being reduced by 13% to begin with.

Council Member Blackburn asked if the book sale does quite well.

Mr. Needham responded that the book sale does tremendously well. It started 20 years or more ago raising \$2,000. Currently, the amount raised is over \$30,000 and that is with countless hours of volunteer workforce. The 40 volunteers that Dr. Mott mentioned does not include the Friends of the Library, a whole separate organization and a small army that works all year long to sort out donations and make the book sale a success.

Council Member Blackburn asked that if a part-time person is involved with that could it perhaps pay for the position and increase and expand the revenues from the book sale. For instance, there is \$30,000 now and with a little seed money that could actually become a revenue generator.

Mr. Needman responded that the book sale has grown every year practically. He does not know whether the book sale plateaued, how big the book sale can grow, or if more resources are put into the book sale, would it give a better return.

Council Member Blackburn stated that currently, the book sale is one weekend each year. It is amazing that there is a mint demand for books. She reminisced about her childhood

visits to the Library stating that the people in a library really make it so useful and meaningful. She hopes that as they look at automation, staffing needs, and changes that people still can be essential to what a library does and that is so important.

Mr. Needham stated that the numbers show that the libraries are full of people from all of the communities. They are using everything that they can to provide them services.

Mayor Pro-Tem Glover stated sometimes money is left over from the HUD program and asked if that money can be used for the Library.

Mr. Merrill Flood, Director of Community Development, responded that Staff would investigate that because they have never used CDBG funding in the past for the Library and would need to ask questions. That would be a new endeavor and Staff would be glad to investigate.

Pitt-Greenville Airport Authority – Postponed Due to Absence of Executive Director Jerry Vickers

RESOLUTIONS AUTHORIZING THE CONVEYANCE OF CITY-OWNED PROPERTY LOCATED AT 600 FORD STREET AND 414 CADILLAC STREET TO STREETS TO HOMES, INC. – ADOPTED

Motion was made by Council Member Joyner and seconded by Council Member Mitchell to adopt the resolutions authorizing conveyance of 600 Ford Street, tax parcel #07126, and 414 Cadillac Street, tax parcel #07277, to Streets to Homes, Inc. to develop two affordable rental homes for eligible low to moderate income families. Motion carried unanimously. (Resolution Nos. 025-12 and 026-12)

AUTHORIZATION TO SELL CITY-OWNED PROPERTY AT 804 FLEMING STREET – APPROVED

Motion was made by Council Member Joyner and seconded by Council Member Blackburn to authorize the sale of 804 Fleming Street, being all of Pitt County Tax Parcel Number 22140, to Mr. Adrian Barnhill for \$2,550. Motion carried unanimously.

CITY OF GREENVILLE STRATEGIC ECONOMIC PLAN AND ANNUAL WORK PLAN - ADOPTED

Motion was made by Council Member Joyner and seconded by Mayor Pro-Tem Glover to adopt the Strategic Economic Plan along with the Economic Development Annual Work Plan for the 2012-2013 fiscal year. Motion carried unanimously.

DISCUSSION OF THE PARTF GRANT FOR THE DREAM PARK - APPROVED

Mayor Pro-Tem Glover stated that she heard the PARTF grant funding for the Dream Park that the City was looking forward to receiving was not approved and asked Mr. Gary Fenton, Recreation and Parks Director, to give the City Council an update on that.

Mr. Fenton explained that the City was one of 60 applicants considered for Parks and Recreation Trust Fund (PARTF) funding, the first round of funding was announced this past week, and the City was not among the 15 applicants selected to receive a grant. The whole process is a little different this year in that 10 of the grants were cash on the line which is money that has already come into the PARTF fund. Five more were offered as money that they anticipate coming into the first quarter of this year, and those five projects will be funded as soon as money comes in. If the first project of the 5 is for \$100,000, as soon as there is \$100,000 in the PARTF fund, that project would be allowed to move forward. The City was #15 in terms of the points that our application generated and having a high number of points is very important to be selected for a grant. However, there are a lot of different issues that have to be addressed. One is the scoring system (the points) and another is geographic distribution (how many grants have been given in a city or town's particular county over the past few years and how many are given across the State). If there were 15 given out the first quarter, the grants were scattered throughout the State. Compliance with prior grant agreements is another issue. The City of Greenville has received 5 PARTF grants, and there are maybe 12 or 13 in Pitt County including Pitt County itself. Grifton, Ayden, Grimesland, Winterville, and Pitt County have all had PARTF grants. When Greenville receives a PARTF grant, usually the other cities and the County do not receive a grant but once in awhile, there are two given in a single year. Usually if the Town of Winterville receives a \$500,000 PARTF grant, the City of Greenville will not receive one for that particular year. Greenville's last PARTF grant was received in 2010 for the Drew Steele Center, and it is still open. That is not necessarily in the City's favor. However, there have been many grants awarded to communities that still have an open grant. The Drew Steele Center grant will be closed out sometime this summer.

Mr. Fenton stated that the second round of funding will have an estimated \$1 million to give out. About 5 years ago, PARTF had approximately \$16 million designated for local funding; two years ago they had \$8 million; and this year there is \$4 million available for

PARTF funding. Obviously, it is getting more competitive and there is less money to be distributed. There are several other grants and they are not all 50/50 and one was the local money that was put in it was about 3 or 4 times what the PARTF grant was asking for. They like that especially when municipalities are not asking for the full 50% but that would not stop the City from getting the full 50% if that is what is being asked.

Mr. Fenton concluded stating that on July 12 or 13, Staff will receive a response about whether the City will receive funding in the next round. The response is not far away but the downside is if PARTF awarded 10 more grants out of the original 60, PARTF would have 45 to work with. If PARTF awarded 10 more grants out of the 45, and if the City was in the priority as #7 or #8, it might take a while to get our funding. If the City is #1 or #2, we might receive the money very quickly after the July announcement. PARTF will let us know about receiving the grant but will not tell us to move forward with the project until the money is in the Parks and Recreation Trust Fund delaying the project even further. It is worth waiting for the \$250,000 which could be used for a needed project such as in South Greenville or somewhere else where there is a need for renovations in our city. If the City Council decides to move forward now, he feels that it is important to inform the PARTF people that we have identified additional money and would like to withdraw our request in hopes for a future PARTF grant. As long as the PARTF program stays intact, he can see them continuing to apply maybe every other year for funding. PARTF is a great program, only a few states have anything like it, and even though it is diminished, they are very fortunate that it is still intact.

Mayor Thomas asked about the probability of the City receiving this funding.

Mr. Fenton stated that he was encouraged when he heard that the City of Greenville was #15, but they funded 15 grants so obviously, they do not take necessarily the first 15.

Mayor Thomas asked if they have 15 on points is there a way to amend the submittal and enhance our opportunities.

Mr. Fenton responded not at this stage, and they would have to allow all of the grants to do that. It can be amended in next year's grant proposal. The PARTF grant that the City received for Drew Steele Center required 3 applications over 2 years.

Mayor Thomas asked what is Staff recommending.

Mr. Fenton responded that it might be worth waiting until July 12, and at that point Staff will probably receive a prediction from PARTF. If the City received the grant, Staff would find out how long it would take before the City receives the money and to get the authority

to move forward. If the City builds that without the authority, the City would not receive a match for the Dream Park playground, park shelter, etc.

Council Member Smith asked was there feedback that led him to believe that the City had a chance of possibly receiving the grant.

Mr. Fenton responded that each State has a regional consultant who represents all the counties in his particular district. He spent a lot of time talking with the consultant, even to the point of asking him if the Dream Park was funded in July and they wanted to move forward before the actual authority was given to the City, could they meet with PARTF and work out an agreement that would allow them to move forward. The consultant stated that would be a possibility. They could talk to some of the authority members who live in the vicinity and ask them to give guidance. If they love our project maybe they will speak more for it. Mr. Boyd Lee, former Recreation and Parks Director, is a member of the PARTF Authority, but if you live in a particular county, you excuse yourself from any voting or speaking about it.

Mayor Thomas asked if he has spoken with Mr. Lee.

Mr. Fenton responded that he has not spoken to him and stated that Mr. Lee is not allowed to speak to him about it, and they have to be totally out of the local politics regarding that.

Mayor Pro-Tem Glover stated that it has been 44 years, the same age of her oldest son, and her children did not have a park and the kids before and after them have not had a park. She made a motion which was seconded by Council Member Smith to commence construction on the Dream Park using the allocated \$250,000 for undesignated park funds along with funding up to \$534,900 from the undesignated funds for the Dream Park project that were approved by the City Council at the February 20, 2012 City Council meeting.

Council Member Blackburn asked if it is possible but not codified that they can go ahead and start on the project. There is lot of anticipation and excitement about this project. She asked is it accurate that the project cannot start until after July if they waited for the second round of the PARTF grants.

Mr. Fenton stated that to be correct. If the City is going to consider PARTF money, they cannot start on the project now. Even in July if the grant is approved, the paperwork would be signed and then PARTF gives the City the authority to move forward. If there is no money at that point or not enough money to cover our grant or any other ones that are higher priority that were selected, they would have to wait. When the money comes in, they will call or send a letter to Staff stating that they have the \$250,000 and give the

authority for the City to move forward. The money coming from them will be given out in July.

Council Member Blackburn stated to put everything in context, the City Council approved allocating a certain amount of money and there is another allocation of money ready to go locally. Council Member Blackburn asked if they wait for the PARTF funding in July, it could be until August or the Fall until the funding is available. They do not know how long the delay could be even if the City received the PARTF grant.

Mr. Fenton stated that to be correct.

Council Member Joyner asked if there was a presentation scheduled for Friday.

Mr. Fenton responded that there was no presentation as such, however, a meeting was held on Friday. Staff was not at that particular meeting.

Council Member Joyner asked why they were not there.

Mr. Fenton responded that Staff was not notified via email or fax about it. The July meeting is either going to be held on July 12 or July 13.

Council Member Joyner asked did they attend a presentation when the City received the PARTF grant for the Drew Steele Center.

Mr. Fenton responded that to be incorrect and stated that in fact it was suggested that they should not attend. The public meetings are open to applicants and anybody else. The only person who is allowed to speak is the regional consultant and he can only speak if he is asked a question. They can go and wait while the PARTF people vote then go to lunch and come back and announce the successful recipients.

Council Member Mitchell asked if they attended the last presentation for the Drew Steele Center Project and if they attended the first time when the grant was denied.

Mr. Fenton responded that since he has been employed with the City, the only application that was made was for the Drew Steele Center, and he attended the first two years of those meetings. He is unaware if anyone attended before that. The City has received 5 PARTF grants since 1999.

Council Member Smith asked if the City was #15 and if they looked at how many people could possibly get this grant.

Mr. Fenton stated that to be correct and there are 45 applications that were not funded in round one.

Council Member Smith stated that the City was #15 and there were 14 applicants in front of the City of Greenville. She observed that the likelihood of the City getting the grant in the round two is probably slim. Mr. Fenton has high hopes and one of his favorite sayings is everybody would like to have a park in their neighborhood and he wished that there was enough money to do all of that. However, realistically they cannot do that because of the funds that they have. She is looking at being realistic about the number of applicants for the grant and 45 of the projects did not get funded. She is certain that Mr. Fenton has knowledge about a history or pattern of how those grants are given out or when there is a higher possibility of those grants being given out. For example, when Drew Steele Center funding was denied, she is sure that the points were higher than 15 which would allow them to go back and hear what they have to say and learn or do differently. She asked if there is a high probability that the City may not receive that funding for the Dream Park.

Mr. Fenton responded that it is tough to say. Being #15 is better than being #30 and that is on the City's side, but again PARTF constantly reminds them that scoring is not everything. If it was everything, the City would have received the grant because they gave about 15 out.

Mayor Thomas stated that is the confusing part and receiving the points is one of multi-criteria. They could have been #3 or #5 in the other criteria.

Mr. Fenton responded that is correct and stated that there might have been an applicant that was #5, average, and did not receive the grant.

Council Member Mercer asked for clarification that the City was #15 according to the points. That was #15 out of the original 60 and 15 were funded. They are unaware of where they are with points out of the 45.

Mr. Fenton responded that to be correct and stated that they are aware because #5 might not have received the grant and they are above the City in the 45.

Council Member Mercer stated that the motion is for them to start tomorrow to spend a quarter of a million dollars of taxpayers' money on a part of the Park, and they have already allocated a half million to this. The motion is to spend a quarter of a half million on the Park which they conceivably have some significant chance of receiving a State grant for which they will hear about in 2 months and 3 days. He will be voting in opposition on this motion.

Council Member Mitchell stated that for clarification, the motion on the floor is to allocate an additional \$250,000 for a park in an underserved and underutilized area. There has been discussion of this park nearly 4 years and given the allocations to the park programs that he has seen, just by being on the City Council, there has been matching funds for greenways and other activities. This is a small investment that would reap benefits such as economic development and other great things for our community. He hopes that the other Council Members will join him in fighting vigorously for this park as they do for other park entities such as the golf course and greenways located throughout the City. It would send a great message to our community that we all stand as one and believe that every part of the community deserves access to recreational activities.

Council Member Blackburn stated that at the start of their original discussion, she had mixed feelings since it was a big investment. She has spent a lot of time talking with people and talking to Mr. Fenton. To hear the excitement and the hopes that have been associated with this neighborhood park that it is going to be really something that can be so invigorating to this neighborhood. But not only to this neighborhood, this park can be a model for our community of how to bring people together from all parts of the City. Rather than just being a neighborhood park, the Dream Park has the possibility of being a park for our entire city. This park is going to have everything from the spray playground to all the other aspects of it. Since they first began to discuss this as a council, she began to realize that this is not a small project financially and not in its scope and not in its ambition. Mayor Pro-Tem Glover has spoken passionately about Dream Park and there is a sense of real sentiment from the community, neighborhood, and people who have watched this basically vacant lot year after year sit there empty. It would bring hope to that neighborhood and to our entire City of what we can do in terms of parks. Therefore, even though she feels it would be nice to receive the PARTF grant, sometimes the excitement and hopes regarding this park are such that it merits our moving ahead with it as soon as possible. She is voting in favor of this motion.

Mayor Pro-Tem Glover stated anything that is done for parks and recreation any place in Greenville benefits the entire City. In the underserved community, there are those of us who are taxpayers and have been taxpayers for many years. As her fellow Council Members remind them that these are taxpayer's dollars, the citizens in the Park area are taxpayers as well. Discussion of this project has gone on for too long. The children in West Greenville were not privileged of having a park in their underserved community. It is time that they look at other areas and invest money into our City. It does not matter how many grants and how much money they get, when a request relates to the underserved communities they do not have the same enthusiasm as they do for other areas of the City. She has been on the City Council for 13 years because she will fight for her community. Further, this is not personal. If you are elected to do a job and cannot do it, you should vacate the seat.

Council Member Joyner spoke in support of the Dream Park stating that he has talked to people who follow these PARTF grants, and he feels that the City does not have a chance of getting this money at all. In the future when they apply for one of these grants, it is up to us to find out when the presentations are going to be held. It is his understanding that when you apply you get a letter indicating all of the dates and events. They should show excitement for these grants and carry a group of people from Greenville in a bus to the meetings because citizens have been waiting for the Dream Park. He has attended two or three meetings around the City regarding the Dream Park and people were excited about this project. Earlier this year, the City Council approved the funding that was needed and agreed to wait until May for whether the City would receive the grant. To give them better success at this, he would like to know the next time that they pursue funding from PARTF.

Council Member Mercer stated that most of the comments or arguments that have been given are in favor of this motion and have been about support for the Dream Park. Clearly, he is voting in opposition to this motion but he is not voting in opposition of Dream Park. He is voting in opposition of spending a quarter of \$1 million of taxpayers' money when within two months and three days, the City Council will know whether the State is going to approve the funding for the project. His vote is one of opposition to extending the expenditure of this money now and not an opposition vote for Dream Park which is a separate question.

Council Member Mitchell stated that honestly, his two kids enjoy the Sarah Vaughn Park, Paramore Park, and Boyd Lee Park but never once have he and his wife suggested on a weekend that they would like to go to the parks in West Greenville. He does not know why. However, considering the proposed Dream Park amenities including the spray playground, he would be asking his wife to take their children there on the weekends. Citizens from all walks of life would be attracted to the amenities of this park and it is a way to draw them into the West Greenville area. The spray playground is something that no other park of the City has and money has been set aside for that purpose. It has been too long to wait. While he would like to be optimistic that the City will receive grant funding for this park, there is a huge disparity with the State as far as the amount of money given to the PARTF Committee. Also, they are competing with a lot of cities and towns. This is a very small investment to make to probably try to help transform our community to more of a destination area. When more citizens start going over there, he feels that there is going to be an opportunity for private development to help clean up the area. That is one of the reasons why he is supporting the Dream Park.

Mayor Pro-Tem Glover stated that in West Greenville, the Eppes Recreation Center gym is used for basketball more than any gym in this city. It is used for tournaments, there are other activities as well as events that go on there, and the gym is used by all walks of life

that love to play basketball. Also, at the Guy Smith Stadium she can hear the crowds and kids playing and having a good time. That draws people of all ethnic groups, and people are not afraid to bring their children on Sunday afternoon or during the week to practice and play baseball in West Greenville. Money was allocated for the walking trail which is going through West Greenville, but the people of West Greenville do not know anything about it. Of course, more money will be allocated for the walking trail. Personally, she does not know where they are going to connect the trail because on Colonial Avenue, which is the last street next to the river, the houses are almost falling in the river and the riverbank is deteriorating. A grant was received and the City Council approved adding more money and more money will be needed for the connection from the existing location to the West campus over by the new Veterans Administration Hospital. To actually put aside for something for 44 years and to not do it really disturbs her. This is the opportunity tonight for the City Council to make this dream happen for children, people who worked hard toward getting a park, the Homeless Shelter, and West Greenville.

Interim City Manager Moton complimented the Recreation and Parks Staff including Gary Fenton and Lamarco Morrison for coming together to help finish and design the image for the Dream Park. These dedicated professionals put their heart and soul into it and it was a lot of work. If the money is made available to them, they will have a first class park that the City Council can be proud of. If they are given the money, they will make their very best effort to make this park be as successful as any other park in the City.

Mayor Thomas stated that they will definitely expect no less.

There being no further discussion, the original motion made by Mayor Pro-Tem Glover and seconded by Council Member Smith to commence construction on the Dream Park using the allocated \$250,000 for undesignated park funds along with funding up to \$534,900 from the undesignated funds for the Dream Park project that were approved by the City Council at the February 20, 2012 City Council meeting passed by a 5:1 Vote with Mayor Pro-Tem Glover and Council Members Smith, Blackburn, Joyner and Mitchell voting in favor of the motion and Council Member Mercer voting in opposition.

COMMENTS BY MAYOR AND CITY COUNCIL

Council Member Smith first announced that May 6-May 12 is Public Service Recognition Week and said hopefully, everybody has been recognized during this week. If anybody in Public Service has not been recognized, please make sure that they are thanked for doing their job. Secondly, she congratulated the Greenville Regional Drug Task Force which consists of the Pitt County Sheriff Department, State Bureau of Investigation, Farmville

Police Department and Greenville Police Department, along with the U.S. Drug Enforcement Administration, Lenoir County Sheriff's Office and the Kinston Department of Public Safety. They are responsible for concluding a criminal investigation that lasted about four months on a drug cartel transporting methamphetamine and they made several arrests. She recognized their excellent job of working together with that collaboration, applauded them for their hard work and asked that they continue to do what they are doing. Thirdly, Council Member Smith made comments about Council Member Blackburn competing with her in the race scheduled for this weekend. Lastly, she wished Happy Mother's Day to all of the mothers.

Council Member Mercer said he does his best to encourage citizens to participate in the Citizens' Academy. He has never taken the course but as part of being elected to the City Council, he has participated in a similar orientation. A city such as Greenville is an amazing entity in terms of how it is operated, how it runs, and how complicated it is. Almost every citizen that he recommended has been happy and amazed at this process. It informs the citizens of our wonderful democratic system that he is totally devoted to and is very aware that it is ideal. He is very discouraged and pessimistic when citizens are not knowledgeable and participating. On the flip side of that, he is extraordinarily confident, hopeful and excited when citizens are knowledgeable and participating in their democratic system. He was proud to see the graduates of the Citizens' Academy this evening because he feels that this will add to the wonderful texture of our city. Council Member Mercer congratulated Staff for putting on this program and making it available to citizens.

Council Member Blackburn made comments about her and Council Member Smith competing in a past run and the one scheduled for Saturday, May 12, 2012. She announced that the 5K flat out run starts beginning at the Town Common on June 30, 2012 and asked City Council Members to join her as well. Council Member Blackburn also announced that the Pitt County Agricultural Center's plant sale is scheduled for May 19, 2012, at 9:00 a.m. until 12:00 Noon at 403 Government Circle.

Council Member Mitchell thanked Mr. Fenton for his leadership and the Recreation and Parks Department Staff for their hard work. He said that during presentations at meetings, the City Council Members do ask Staff tough questions. However, they do not want Mr. Fenton to ever leave the meetings feeling that the City Council is unappreciative of the work done by the Recreation and Parks Department. This department is first class, Mr. Fenton has done a remarkable job, and he hopes that they will see a first class Dream Park.

Mayor Pro-Tem Glover thanked the Staff of the Recreation and Parks Department for their work and for having discussion of plans and meetings in the community regarding the Dream Park. Additionally, she thanked them for all of the recreational facilities and parks in the City that all County and City citizens have the right to use. It is important that all of

Greenville is treated equally and not to gain inequalities that they have not had before. She recognized the Dream Park Committee that worked together and fought for Dream Park. Staff has designed a park that they can be proud of. Mayor Pro-Tem Glover further said that in memory of Ms. Loretta Pruitt, Ms. Pruitt was a fighter for all citizens of West Greenville especially for the children and elderly. She was concerned about their safety, happiness and that they have the quality of life that all other children have in the City. Even though her children grew up and left Greenville, Ms. Pruitt worked hard giving her time and energy for the betterment of West Greenville. Her memory will never leave our community. Mayor Pro-Tem Glover concluded her comments wishing Happy Mother's Day to all the mothers.

Mayor Thomas said that people have been waiting a decade for the Dream Park. The bottom line is that the Park is here now so they need to embrace it and make it the best possible park for the entire community. They should be excited about celebrating because the Dream Park will be good for everybody. It has been a pleasure and a good education process following Mr. Fenton in all community meetings not only for that particular item but for many that they do that deserves commendation. The employees of the Recreation and Parks Department do a great job of reaching out to the community and obtaining the community's input. Mayor Thomas further said that the Business North Carolina magazine sells Greenville. There was a panel several months ago that was looking at what parts of North Carolina are finally starting to catch fire and get back on course in terms of the economy. The City of Greenville is one of the communities that the panel has chosen to focus on. We could not be more excited about having ourselves featured in this periodical not just in North Carolina but across the country. That is going to result in business opportunities for the City. Anytime they can sell Greenville on that type of platform and scale, it is a good thing for the City and this opportunity will have return on investments.

CITY MANAGER'S REPORT

Interim City Manager Moton said that Gary Fenton and Lamarco Morrison have a dream that would recognize "Rough and Ready", which was a group of minority volunteer firefighters. They have historical photos of an old fire tower and will try to get the resources to preserve and make the fire tower into a monument honoring "Rough and Ready". That is the kind of Staff that is in that department and that is their vision. Greenville has a rich history and somewhat have done well in preserving it, but there are other opportunities. Hopefully, when people come to Greenville, every part of the City will have something of noteworthiness to recognize and they will spend more time in our city.

Interim City Manager Moton reminded City Council that the next Budget Committee Meeting is scheduled for May 15, 2012, 2:00 p.m. - 3:30 p.m., in Third Floor Conference Room 337 at City Hall. He asked City Council to consider cancelling the May 21, 2012 regular City Council meeting and instead to consider scheduling a Joint Greenville Utilities Commission/City Council meeting. The joint meeting will be held at 6:00 p.m., in the Greenville Utilities Commission Board Room. Also, the Budget Work Session will be held on May 21, 2012 at 7:00 p.m., in the Third Floor Conference Room at the Municipal Building. An item for appointments to boards and commissions will be added to the agenda.

Motion was made by Council Member Blackburn and seconded by Council Member Smith to approve cancelling the regular City Council meeting scheduled for May 21, 2012 and to schedule a Joint Greenville Utilities Commission/City Council meeting at 6:00 p.m. in the Greenville Utilities Commission Board Room and a Budget Work Session at 7:00 p.m., in the Third Floor Conference Room at the Municipal Building with an item relating to appointments to boards and commissions being on the agenda. Motion carried unanimously.

Interim City Manager Moton announced that Governor Beverly Perdue would be visiting Greenville on Friday, May 11, 2012 at 9:15 a.m., at the Sadie Saulter Educational Center. He thanked the City Council Members who had given him their appointments to the Intermodal Transportation Center Stakeholders Steering Committee and asked the other City Council Members to do it on Friday, May 11 or at their earliest convenience because they are eager to get started. Also, Interim City Manager Moton reminded the City Council that May 20-26, 2012 is National Public Works Administration Week. During that week, the City would like to applaud and recognize the work of Scott Godefroy, Interim Public Works Director, Delbert Bryant, Sanitation Superintendent, and all of the other employees of the Public Works Department.

ADJOURNMENT

Motion was made by Council Member Joyner and seconded by Council Member Blackburn to adjourn the meeting. Motion carried unanimously. Mayor Thomas declared the meeting adjourned at 8:14 p.m.

Respectfully Submitted



Polly Jones
Deputy City Clerk



PROPOSED MINUTES
SPECIAL MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
TUESDAY, JUNE 5, 2012

Having been properly advertised, a special meeting of the Greenville City Council was held on Tuesday, June 5, 2012 at 9:15 am in the Hilton Boardroom, 207 SW Greenville Boulevard, with Mayor Allen M. Thomas presiding. The meeting was called to order.

Those Present:

Mayor Allen M. Thomas, Mayor Pro-Tem Rose H. Glover, Council Member Kandie Smith, Council Member Marion Blackburn, Council Member Calvin R. Mercer, Council Member Max R. Joyner, Jr. and Council Member Dennis J. Mitchell

Those Absent:

None

Also Present:

City Attorney David A. Holec, Human Resources Director Gerry Case and City Manager Search Consultant Bob Slavin

APPROVAL OF THE AGENDA

Council Member Joyner moved to approve the agenda. Council Member Mitchell seconded the motion, which passed by unanimous vote.

City Attorney Dave Holec advised that the City Council should proceed with holding a closed session for the interviews of candidates for the City Manager's position.

CLOSED SESSION

Mayor Pro-Tem Glover moved to enter closed session in accordance with G.S. §143-318.11(a)(6) for the purpose of considering the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee. Council Member Mitchell seconded the motion, which passed by unanimous vote. Mayor Thomas declared the City Council in closed session at 9:20 am.



Upon conclusion of closed session discussion, motion was made by Council Member Mitchell and seconded by Council Member Mercer to return to open session. Motion was approved unanimously, and Mayor Thomas returned the City Council to open session at 5:50 pm.

ADJOURNMENT

Council Member Mitchell then moved to adjourn the meeting, seconded by Council Member Mercer. There being no discussion, the motion to adjourn passed by unanimous vote and Mayor Thomas adjourned the meeting at 5:52 pm.

Respectfully submitted,

Carol L. Barwick, CMC
City Clerk



PROPOSED MINUTES
SPECIAL MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
TUESDAY, JUNE 26, 2012

Having been properly advertised, a special meeting of the Greenville City Council was held on Tuesday, June 26, 2012 in the Council Chambers located on the third floor of City Hall, with Mayor Allen M. Thomas presiding. Mayor Thomas called the meeting to order at 4:02 p.m.

Those Present:

Mayor Allen M. Thomas, Mayor Pro-Tem Rose H. Glover, Council Member Kandie D. Smith, Council Member Marion Blackburn, Council Member Calvin R. Mercer, Council Member Max R. Joyner, Jr. and Council Member Dennis J. Mitchell

Those Absent:

None

Also Present:

Interim City Manager Thomas M. Moton, Jr., City Attorney David A. Holec, City Clerk Carol L. Barwick, and Deputy City Clerk Polly Jones

APPROVAL OF THE AGENDA

Motion made by Council Member Blackburn and seconded by Council Member Joyner to approve the agenda with the addition of a closed session. Motion carried unanimously.

CLOSED SESSION

Motion was made by Council Member Blackburn and seconded by Council Member Joyner to go into closed session for the purpose of considering the qualifications, competence, performance, character, fitness, conditions of appointment or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; and to establish or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the amount of compensation or other material terms of an employment contract or proposed employment contract. Motion carried unanimously. Mayor Thomas declared the City Council in closed session at 4:05 p.m.

Upon conclusion of closed session discussion, motion was made by Council Member Blackburn and seconded by Council Member Smith to return to open session. Motion carried unanimously, and Mayor Thomas returned the City Council to open session at 4:09 p.m.



NEW BUSINESS

CONSIDERATION OF THE APPOINTMENT OF CITY MANAGER AND OF THE MEMORANDUM OF AGREEMENT WITH THE CITY MANAGER - APPROVED

City Attorney David A. Holec stated that an extensive national search for a city manager was conducted by Slavin Management Consultants, a firm specializing in government executive searches. The City Council conducted interviews with the finalists for the city manager position on June 5. All of the finalists were well qualified individuals who most closely met the criteria established for the position by City Council. The City Council selected a preferred candidate and a memorandum of agreement has been prepared based upon City Council's directions. The person selected for the city manager position is Barbara W. Lipscomb. Ms. Lipscomb is an ICMA (International City/County Management Association) credentialed manager with 30 years of progressively responsible experience in municipal administration. Most recently, she served as City Manager for Casselberry, Florida and prior to that as Interim City Manager of Gainesville, Florida.

City Attorney Holec concluded stating that the memorandum of agreement contains the terms and conditions of Ms. Lipscomb's employment. It generally conforms to the memorandum of agreement which the City had with retired City Manager Wayne Bowers. It provides that Ms. Lipscomb is employed as City Manager and is to perform the functions and duties of the City Manager as set forth in the General Statutes, City Charter and other legally permissible duties and functions as assigned by City Council. The effective date of employment will be August 13, 2012 with an initial base salary of \$160,000. The agreement establishes benefits which are to be received such as vacation and sick leave, retirement, automobile, and moving and relocation expenses reimbursement. It provides and complies with the North Carolina law in that she will serve at the pleasure of City Council. There is a provision for a severance payment if terminated from employment when the termination is not for cause as defined by the agreement. It requires, in compliance with the City Charter, that she reside within the corporate limits of the City, and it also provides for an annual establishment of goals and objectives and an annual performance review. It does contain other provisions related to the terms and conditions of service as City Manager.

Motion was made by Mayor Pro-Tem Glover and seconded by Council Member Blackburn to appoint Barbara W. Lipscomb as City Manager of the City of Greenville effective August 13, 2012 with the salary of \$160,000, and to approve the memorandum of agreement with Barbara W. Lipscomb. Motion carried unanimously.

Mayor Thomas stated that the appointment of Ms. Barbara W. Lipscomb as the City Manager of the City of Greenville has been approved.



ADJOURNMENT

Council Member Joyner moved to adjourn the meeting, seconded by Council Member Mercer. There being no discussion, the motion to adjourn passed by unanimous vote and Mayor Thomas adjourned the meeting at 4:18 p.m.

Respectfully submitted,

A handwritten signature in cursive script that reads "Polly Jones".

Polly Jones
Deputy City Clerk



City of Greenville, North Carolina

Meeting Date: 8/6/2012
Time: 6:00 PM

Title of Item: Letter authorizing Amtrak to use the Greenville Area Transit (GREAT) transfer point on Reade Street as a stop for Amtrak's Eastern NC Thruway Service

Explanation: Amtrak will soon begin operating a motor coach service connecting Eastern NC with the Amtrak rail service in Wilson, NC. The motor coach will travel from Morehead City to Wilson and stop in Greenville twice a day, once on its way to Wilson and once on its return trip from Wilson. It will provide a motor coach connection to and from Amtrak's Palmetto service, which connects Savannah, GA, to New York, NY.

Representatives of the City and Amtrak met on June 26, 2012, and reached an agreement that the best location for Amtrak's Thruway Service bus stop is the GREAT transfer point on Reade Street. A sign will need to be installed designating the specific area for this use. A few other signs designating the short-term parking area on the opposite side of the street will also be needed. Otherwise, this location is ready for the Thruway Service and proceeding requires only that Amtrak be provided with a corresponding letter of authorization.

Fiscal Note: The Public Works Department will install signage for the Thruway Service which will be provided by Amtrak. No other costs will be incurred.

Recommendation: Approve the attached letter authorizing Amtrak to use the GREAT transfer point on Reade Street as a stop for Amtrak's Eastern NC Thruway Service.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Amtrak Letter from Mayor](#)

PO Box 7207
Greenville, NC 27835
www.greenvillenc.gov



Telephone: (252) 329-4419
Fax: (252) 329-4435
Email: amthomas@greenvillenc.gov

ALLEN M. THOMAS
MAYOR
CITY OF GREENVILLE

August 6, 2012

Dennis M. Lyons
Product Development Officer
National Railroad Passenger Corporation
600 Persimmon Avenue, Building #6
Sanford, FL 32771

Re: Greenville, NC – Amtrak Thruway Service

Dear Mr. Lyons:

The City of Greenville, North Carolina, hereby authorizes the use of the Greenville Area Transit (GREAT) transfer point on Reade Street as a stop for Amtrak's Eastern NC Thruway Service. This location may be used to pick up and drop off passengers traveling to and from the Amtrak station in Wilson, NC. The passengers will have use of the amenities that are provided at this location. Short-term parking is also available at this location.

We understand that Amtrak will provide a sign identifying this location as a Thruway Service stop, and that the City will install this sign. Please coordinate this work and the operational details of the Eastern NC Thruway Service at the GREAT transfer point with Mr. Stephen A. Mancuso, City of Greenville Transit Manager, at 252-329-4047.

Please let me know if you need any additional information. We look forward to the Eastern NC Thruway Service being a big success.

Sincerely,

Allen M. Thomas
Mayor

cc: Thomas M. Moton, Jr., Interim City Manager
Scott P. M. Godefroy, P.E., Interim Public Works Director
Ken Jackson, Operations Manager
Stepher Mancuso, Transit Manager



City of Greenville, North Carolina

Meeting Date: 8/6/2012
Time: 6:00 PM

Title of Item: Resolution accepting dedication of rights-of-way and easements for Gateway West - Portion of Gateway Drive and Lot 10

Explanation: In accordance with the City's Subdivision regulations, right-of-ways and easements have been dedicated for Gateway West - Portion of Gateway Drive and Lot 10 (Map Book 73 at Page 17). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plat showing the rights-of-way and easements is also attached.

Fiscal Note: Funds for the maintenance of these rights-of-way and easements are included within the fiscal year 2012-2013 budget.

Recommendation: Adopt the attached resolution accepting dedication of rights-of-way and easements for Gateway West - Portion of Gateway Drive and Lot 10.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

- [Gateway West](#)
- [August 2012 Right of Way Resolution 931699](#)

RESOLUTION NO.

A RESOLUTION ACCEPTING DEDICATION TO THE PUBLIC OF
RIGHTS-OF-WAY AND EASEMENTS ON SUBDIVISION PLATS

WHEREAS, G.S. 160A-374 authorizes any City Council to accept by resolution any dedication made to the public of land or facilities for streets, parks, public utility lines, or other public purposes, when the lands or facilities are located within its subdivision-regulation jurisdiction; and

WHEREAS, the Subdivision Review Board of the City of Greenville has acted to approve the final plats named in this resolution, or the plats or maps that predate the Subdivision Review Process; and

WHEREAS, the final plats named in this resolution contain dedication to the public of lands or facilities for streets, parks, public utility lines, or other public purposes; and

WHEREAS, the Greenville City Council finds that it is in the best interest of the public health, safety, and general welfare of the citizens of the City of Greenville to accept the offered dedication on the plats named in this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina:

Section 1. The City of Greenville accepts the dedication made to the public of lands or facilities for streets, parks, public utility lines, or other public purposes offered by, shown on, or implied in the following approved subdivision plats:

Gateway West – Portion of Gateway Drive & Lot 10

Map Book 73 Page 17

Section 2. Acceptance of dedication of lands or facilities shall not place on the City any duty to open, operate, repair, or maintain any street, utility line, or other land or facility except as provided by the ordinances, regulations or specific acts of the City, or as provided by the laws of the State of North Carolina.

Section 3. Acceptance of the dedications named in this resolution shall be effective upon adoption of this resolution.

Adopted the 6^h day of August, 2012.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

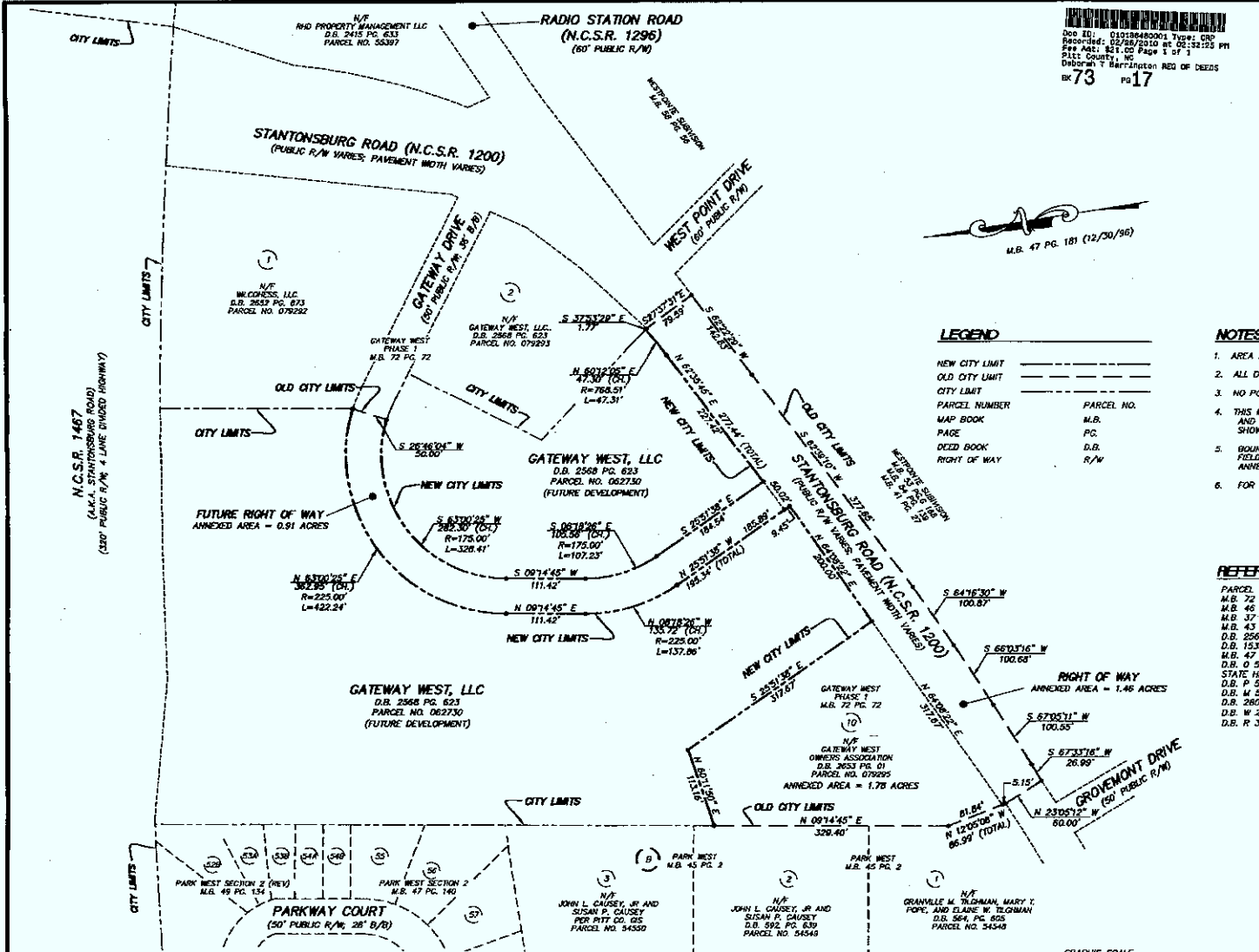
NORTH CAROLINA
PITT COUNTY

I, _____, Notary Public for said County and State, certify that Carol L. Barwick personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument was signed in its name by its Mayor, sealed with the corporate seal, and attested by herself as its City Clerk.

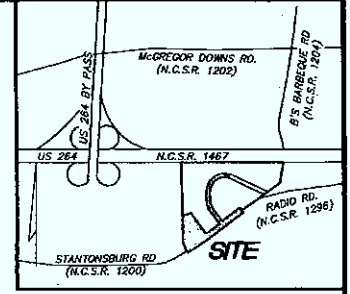
WITNESS my hand and official seal this the 6th day of August, 2012.

Notary Public

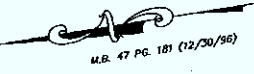
My Commission Expires:



Doc ID: 015960001 Type: CRP
 Recorded: 02/28/2010 at 05:18:25 PM
 Fee Amt: \$11.00 Page 1 of 1
 Pitt County, NC
 Deborah T. Hartman REG OF DEEDS
 BK 73 PG 17



Vicinity Map
 1" = 1000'



LEGEND

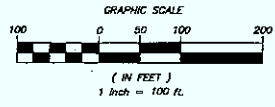
NEW CITY LIMIT	-----	PARCEL NO.	-----
OLD CITY LIMIT	-----	M.B.	-----
CITY LIMIT	-----	PG.	-----
MAP BOOK	-----	D.B.	-----
PAGE	-----	R/W	-----
DEED BOOK	-----		
RIGHT OF WAY	-----		

NOTES

1. AREA DETERMINED BY COORDINATES.
2. ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS.
3. NO POINT SET AT ANY CORNER UNLESS OTHERWISE NOTED.
4. THIS MAP WAS PREPARED FOR ANNEXATION PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY OF THE PROPERTIES SHOWN HEREON.
5. BOUNDARY INFORMATION FOR GATEWAY WEST IS BASED ON FIELD SURVEY. ALL OTHER INFORMATION TAKEN FROM ANNEXATION MAPS REFERENCED HEREON.
6. FOR CLARITY EASEMENTS HAVE NOT BEEN SHOWN.

REFERENCES

- PARCEL NO. 062730
- M.B. 72 PG. 72
- M.B. 46 PG. 53
- M.B. 37 PG. 18
- M.B. 43 PG. 85
- D.B. 2568 PG. 623
- D.B. 1530, PG. 448
- M.B. 47 PG. 181
- D.B. 0 52 PG. 81
- STATE HIGHWAY BK. 1, PG. 31A, 31 F, 32 I
- D.B. P 51 PG. 529
- D.B. M 53, PG. 700
- D.B. 280 PG. 764
- D.B. W 25 PG. 359 (CANNOT DETERMINE LOCATION)
- D.B. R 31 PG. 551 (CANNOT DETERMINE LOCATION)



ANNEXATION MAP
GATEWAY WEST
 PORTION OF GATEWAY DRIVE AND LOT 10
 ARTHUR TOWNSHIP, PITT COUNTY, NORTH CAROLINA

OWNER **GATEWAY WEST, LLC**
 ADDRESS P.O. BOX 30930
 GREENVILLE, NC 27833
 PHONE (252) 355-7757

	SURVEYED MO	APPROVED DT
	DRAWN AS	DATE
	CHECKED CH	SCALE
		"=100'

MAP NO.	PLATS RECORDED	BOOK	PAGE
	ANNEXATION MAP FOR GATEWAY WEST PHASE 1	71	182
	ANNEXATION MAP FOR WEST POINT SUBDIVISION	37	16
	ANNEXATION MAP FOR PARK WEST SUBDIVISION	43	85

RECORDED IN MAP BOOK _____ PAGE _____

MAP SHOWING AREA ANNEXED BY
THE CITY OF GREENVILLE, N.C.

6-30-2010 10-14 4.15 ACRES
 EFFECTIVE DATE ORDINANCE NO. AREA

ARTHUR TOWNSHIP, PITT COUNTY, N.C.

SIGNED
 PROFESSIONAL LAND SURVEYOR
 REGISTRATION NUMBER L-4262



City of Greenville, North Carolina

Meeting Date: 8/6/2012
Time: 6:00 PM

Title of Item: Resolution authorizing the disposition of two surplus K-9 inserts (vehicle kennels) to the Town of Ayden

Explanation: These items are surplus items created specifically for use in the Crown Victoria police vehicle. These items will no longer be utilized by the Greenville Police Department and have been requested for use by the Ayden Police Department.

Fiscal Note: \$1.00 in revenue will be received from the Town of Ayden.

Recommendation: Approve the attached resolution authorizing disposition of the specified surplus items to the Town of Ayden.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[Resolution for Surplus K 9 Kennels 931037](#)

[K 9 Insert Pictures for Resolution 931613](#)

RESOLUTION NO. _____-12
RESOLUTION DECLARING CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING
ITS DISPOSITION TO THE TOWN OF AYDEN

WHEREAS, the Greenville Police Department has determined that certain property is surplus to the needs of the City of Greenville;

WHEREAS, the Town of Ayden can put this property to use; and

WHEREAS, North Carolina General Statute 160A-274 permits City Council to authorize the disposition, upon such terms and conditions it deems wise, with or without consideration, of real or personal property to another governmental unit;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the hereinafter described property is declared as surplus to the needs of the City of Greenville and that said property shall be conveyed to the Town of Ayden for one dollar (\$1.00), said property being described as follows:

Two Crown Victoria K-9 Inserts

This the 6th day of August, 2012.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk







City of Greenville, North Carolina

Meeting Date: 8/6/2012
Time: 6:00 PM

Title of Item: Award of a pre-event contract for debris management and removal services in the event of a natural disaster

Explanation: Natural disasters such as hurricanes and tornadoes can cause large quantities of debris that municipalities must properly dispose of during the recovery process. Small-scale disasters can be handled with City assets or City assets with outside assistance under a municipal agreement. Larger disasters require contract support to remove the quantity of debris generated by the event. This support can be obtained through contracting actions before or after the event. The main advantage of pre-event contracts is that they provide commitments for early response from the contractor(s). Contracting after the event does not usually provide as early a response as can be obtained from the contractor selected for the pre-event contract. Additionally, the Federal Emergency Management Agency (FEMA) recommends municipalities obtaining pre-event contracts.

This pre-event contract (attached) does not include a retainer fee, and the contractor is not authorized to commence work until after a notice to proceed is issued by the City.

Public Works issued a request for proposals (RFP) for a pre-event contract and advertised the RFP in *The Daily Reflector*, the *News and Observer* and the *Greater Diversity*. Thirteen contractors submitted proposals. The proposals were reviewed utilizing the following five criteria: experience, technical capabilities, equipment, price, and references.

The contractor selected as best qualified was CrowderGulf, LLC of Theodore, Alabama. As part of the selection process, staff reviewed contractors' plans for utilizing local sub-contractors. CrowderGulf, LLC plans include utilizing local subcontractors to the highest extent practical in their debris removal efforts.

Fiscal Note: The only costs associated with this pre-event contract, until activated, are staff time to prepare and review the contract. The cost for actual services rendered

under the contract should be reimbursed by FEMA should a disaster declaration be made.

Recommendation: City Council award a pre-event debris management and removal service contract to CrowderGulf, LLC of Theodore, Alabama.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Debris Mangement and Removal Services Draft Contract](#)

Agreement
Between City of Greenville, NC
and Crowder Gulf, LLC of
Theodore, Alabama
For
Debris Management and Removal
Services

This is an Agreement effective as of August 10, 2012 between the City of Greenville, North Carolina (City) and Crowder Gulf, LLC (Contractor). City's project, of which Contractor's services under this Agreement are a part, is generally identified as follows:

Debris Management and Removal Services

Contractors' services under the Agreement are generally identified as follows:

Once issued a notice to proceed, the contractor will assist the City with removing debris from the City after a disaster and properly disposing of the debris.

City and Contractor further agree as follows:

I. PRE-EVENT AGREEMENT FOR DEBRIS MANAGEMENT AND REMOVAL SERVICES

A. SCOPE

The Contractor is to perform the work as defined in the Request for Proposal and amendments, if any. The Request for Proposal is hereby incorporated by reference herein and made a part thereof as fully as if herein set forth. Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the work.

B. ORDER OF PRECEDENCE

For the resolution and interpretation of any inconsistencies in this Agreement and/or the documents attached hereto and included herein by this reference, the precedence of these documents shall be given the following order:

1. This Agreement with any Attachments, including Addendum(s) and Amendment(s) hereto;
2. If applicable, negotiated Amendments or clarification to the Contractor's Proposal which have been incorporated by reference to the final Agreement;
3. City Request for Proposal
4. Contractor's Proposal

C. TERM OF AGREEMENT

The period of this Agreement shall be for twelve (12) months, beginning on August 10, 2012, and ending on August 9, 2013. This Agreement shall be extended for two (2) additional one (1) year periods unless either the City or the Contractor notifies the other in writing no less than ninety (90) days prior to the Agreement end date that the Agreement will not be extended beyond the term of the contract.

II. COMPENSATION

The Contractor agrees to provide services and materials as specified in its proposal to the City at the cost specified in said proposal and amendments, if any. The proposal and any amendments thereto incorporated by reference herein and made a part hereof as if fully herein set forth.

III. PAYMENT

All invoices received by the City are payable within thirty (30) days from receipt, provided they have first been approved by the City and the City has accepted the work. However, payment may be delayed up to ninety (90) days due to the State and FEMA reporting and reimbursement processes, when applicable.

All invoices shall be directed to:

Department of Public Works
City of Greenville
PO Box 7207
Greenville, NC 27835

IV. GENERAL TERMS AND CONDITIONS

A. Termination

The City may terminate the Agreement at any time upon any of the following grounds:

1. Failure by the City to appropriate funds in the budget to pay the Contractor for the requested services.
2. The Contractor fails to perform any of the services required in the Agreement.
3. For the convenience of the City, in the City's discretion for any reason whatsoever. In the event that the Agreement is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the Agreement is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor's sole and exclusive remedy is to be compensated for services rendered up to the date of termination calculated on a per diem basis using a 365-day calendar year.
4. Force majeure
5. Upon expiration of the one year term of the Agreement, unless extended in accordance with the terms and conditions of the Agreement.

B. Performance Requirements and Services

1. The services to be provided by the Contractor for the City include those which are necessary for the removal of excess green waste and/or bulk refuse from City streets, right-of-ways, public parks and public places, including, but not limited to personal/private property, and debris placed on or in these public sites as approved by the City to be removed by the Contractor.
2. Debris to be removed by the Contractor will be designated by a City official, inspector or other personnel approved by the City.

3. The method(s) utilized for debris removal under this Agreement are to be determined by the Contractor and approved by the City. The Contractor shall be entitled to employ heavy equipment, trucks, loaders, saws, and personnel necessary to accomplish the objective of the City. The work to be performed under this Agreement shall consist of the Contractor clearing and removing any and all eligible debris for the City by a process including: 1) examination of debris to be hauled; 2) cutting, clearing, stacking, sorting, or moving debris to facilitate loading; 3) loading and hauling debris to location(s) approved by the City. The City may instruct the Contractor to grind or recycle the City's excess green waste materials.
4. The contractor shall perform work so as not to interfere with the normal operations of the City, State or Federal functions and/or violate existing regulations of these or other regulatory agencies.

C. Indemnification and Insurance

1. Indemnity

Contractor indemnify, defend, hold harmless and reimburse the City, its agents and employees from and against any and all losses, liabilities, expenses, and all claims for damage of any nature whatsoever relating to or arising out of any action or failure to act by respondent, its subcontractors, officer, agents, and employees of any of the obligations under the contract. Losses, liabilities, expenses, and claims for damages shall include, but are not limited to civil and criminal fines and penalties, loss of use and/or services, bodily injury, death, personal injury, or damage to real or personal property, defense costs, legal fees, and costs and attorney's fees for any appeal.

Contractor will promptly notify the City of any Civil Criminal Actions filed against the Contractor or of any notice of violation from any Federal or State Agency, or of any claim as soon as practical as relates to the services provided. The City, upon receipt of such notice shall have the right, at its election, to defend any and all actions or suits or join in defense.

2. Insurance Requirements

The Contractor, at its own expense, shall keep in force and at all times maintain during this Agreement:

- a) An Owner's and Contractors Protective Liability Policy issued in the name of the City, in an amount of no less than \$2,000,000.00 per occurrence limit for bodily injury, personal injury, and property damage, with an aggregate liability not less than \$2,000,000.00. (Coverage shall be at least as broad as provided for in the most current version of the insurance services office form applicable to such policy);
- b) A separate General Liability Policy naming the Contractor or other person who will be performing the activity as insured and also naming the City as an additional insured in an amount not less than \$1,000,000.00 per occurrence and property damage and products completed operations. (Coverage shall be at least as broad as provided for in the most current version of the insurance services office form applicable to such policy); and
- c) An Excess Liability Policy naming the Contractor or other person who will be performing the activity as insured and also naming the City as an additional insured in

the amount not less than \$10,000,000.00 for bodily injury, personal injury, property damage, and products completed operations.

d) Workers' Compensation Coverage

Full and complete Worker's Compensation Coverage, as required by the State of North Carolina, shall be required.

e) Insurance Certificates

The Contractor shall provide the City with Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the City. Said Commercial General Liability policy shall provide that the City be an additional named insured.

f) The City shall be notified in writing of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

g) All insurance policies shall be issued by responsible companies who are acceptable to the City and licensed and authorized to do business under the laws of North Carolina.

D. Correction of Work

The Contractor shall promptly correct all work rejected by the City as failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected work. Rejected work shall consist of that work which is deemed ineligible by the City's representative.

E. Right to Audit Records

The City, State, and/or FEMA shall be entitled to audit the books and records of the Contractor or of any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement.

F. Time is of the Essence

The parties agree that time is of the essence in the completion of the work called for under this Agreement.

The Contractor agrees that all work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

V. **M/WBE**

The City of Greenville has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. Firms submitting a proposal are attesting that they also shall take affirmative action to insure equality of opportunity in all aspects of employment, and to utilize M/WBE suppliers of materials and labor when available.

VI. SPECIAL PROVISIONS

- A. The Contractor must have a representative present in the City's office or Emergency Operations Center within thirty-six (36) hours of Notification to Proceed and be able to mobilize equipment and personnel to the designated location within forty-eight (48) hours of Notice to Proceed. If necessary, the Contractor may need to pre-stage in the region if there is sufficient indication of a likely event.
- B. Emergency road clearing on highway rights-of-way (ROW) shall be performed on a time and material basis only as authorized by the City and up to seventy (70) hours or other limits allowed by Federal requirement as applicable. However, experience has shown the First Responders completed the initial cut through. Work conducted on the ROW shall be limited to the point where fallen vegetation and other debris enter the ROW. No equipment or personnel may operate beyond the ROW unless specifically approved by the City.
- C. Contractors shall utilize or sub-contract with local contractors to perform the work to the greatest extent possible.
- D. The Contractor shall provide one day of Debris Management training per year to the City staff during the month of April, as arranged by the Public Works Department. The Contractor shall also assist the City with updates and improvements to the City's Debris Management Plan annually to ensure full compliance with current FEMA regulations.
- E. The Contractor shall provide all necessary security and oversight for all operations.
- F. The Contractor shall provide sufficient traffic control and warning devices for conducting work on streets and highways.
- G. The anticipated Contractor work hours are sun up to sun down, seven days per week unless otherwise approved by the City.
- H. The Contractor shall hire and supervise any needed hazardous materials specialists and handle the disposal of all hazardous substances in accordance with all laws and regulations.
- I. The Contractor shall operate within the requirements of the Occupational Safety and Health Act, and all other applicable federal and state laws, rules, and regulations.
- J. The City shall accept the serialized copy of the Contractor's debris load ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The ticketing system will also be used in the event of additional debris transfer station(s). These tickets shall be used as the basis of electronic generated billing and/or report(s). They should include the following: (load tickets shall be turned in weekly)

Date

Preprinted Number

Hauler's Name

Truck Number

Truck capacity in cubic yards

Load percentage full, as assigned by Debris Monitors

Load amount in billable cubic yards
Debris classification as burnable, non-burnable, mixed other
Point of origin for debris collected and time loaded
Dumpsite location and time dumped

- K. The City will identify one or more Temporary Debris Storage Sites. All site work on these sites must be approved by the City. The Contractor will prepare a site management plan in advance for these sites to include:
- Access to site
 - Site management, to include point-of-contact, organizational chart, etc.
 - Site preparation, clearing, erosion control, and grading
 - Traffic control procedures
 - Site safety
 - Site security
 - Site layout/Segregation of debris
 - Hazardous waste material plan
 - Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower (if required)
 - Location of incineration operations, grinding operation (if required). Note: All incineration and grinding operations shall be in accordance with Appendix H, Public Assistance Debris Management guide, FEMA 325 dated April 1999 or latest edition, and with North Carolina Division of Solid Waste and Air Quality Control.
 - Location of existing structures or sensitive areas requiring protection
 - Environmental mitigation plan, including consideration for smoke, dust, noise, traffic, buffer zones, storm water runoff
 - All necessary licenses, permits, and fees for the same are the responsibility of the Contractor.
- L. The Contractor may be requested to construct an inspection tower at each debris storage site as required by the City. The tower shall be constructed using pressure treated wood or metal scaffolding. The floor elevation of the tower shall be 10-feet above the existing ground elevation. The floor area shall be a minimum 8' x 8', constructed of 2" x 8" joists, 16" O.C. with ¾" plywood supported by a minimum of four 6" x 6" posts. A 4-foot high wall constructed of 2" x 4" studs and ½" plywood shall protect the perimeter of the floor area. The floor area shall be covered by a roof. The roof shall provide a minimum of 6'-6" of headroom below the support beams. Steps with a handrail shall provide access to the tower. Tower shall be built in accordance with North Carolina Building Code requirements. This tower will be utilized by the City of Greenville or a private load monitoring company.
- M. The Contractor shall be responsible for reporting to the City and cleaning up all spills caused by the Contractor's operation at no additional cost to the City or any other governmental entity. Immediate containment action shall be taken as necessary to minimize the effect of any spill or leak. Cleanup shall be in accordance with applicable federal, state, and local laws and regulations.

Spills shall be reported to the City Public Works Department immediately following discovery. A written follow-up shall be submitted to the City Manager within seven (7) days after the initial report. The written report shall be in narrative form and as a minimum shall include the following:

- Description of the material spilled
- Determination as to whether or not the amount spilled is EPA/state reportable
- When and whom it was reported
- Exact time and location of spill
- Receiving streams or waters
- Cause of incident and equipment and personnel involved
- Injuries or property damage
- Duration of discharge
- Containment procedures initiated
- Summary of all communication the Contractor had in regards to the spill
- Description of spill and cleanup procedures

VII. MISCELLANEOUS PROVISIONS

- A. Assignment of this Agreement shall not be made without advance written consent of the City.
- B. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- C. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the City or his designee.
- D. The Contractor is to procure all permits, licenses, and certificates, or any such laws, ordinances, rules and regulations, for proper execution and completion of the Work under this Agreement.
- E. This Agreement is deemed to be under and shall be governed by, and construed according to the laws of the State of North Carolina and the ordinances of the City of Greenville.
- F. Any litigation arising out of this Agreement shall be heard in Pitt County.
- G. The undersigned hereby certifies that this agreement is made without prior understanding, agreement or connection with any corporation, firm, or person who submitted bids for the Work covered by this Agreement and is in all respects fair and with collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.
- H. This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first written above

CITY OF GREENVILLE

CONTRACTOR

By: _____

By: _____

Printed Name: Allen M. Thomas

Printed Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

Unless otherwise stated, all official correspondence and contact shall be addressed to:

For the City

For the Contractor

Public Works Department
Attention: Scott P. M. Godefroy
Interim Director of Public Works
1500 Beatty Street
Greenville, NC 27834

Mr. John Ramsey
President
CrowderGulf, LLC
5435 Business Parkway
Theodore, Alabama 36582

APPROVED AS TO FORM:

David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION:

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

Bernita W. Demery, CPA, Director of Financial Services

Account Number: _____

Project Code (if applicable) _____



Fee Schedule

CrowderGulf 2012 Pricing for Greenville, NC

FEE SCHEDULE		
1.	Vegetative storm debris picked up at the designated work zone, hauled to and dumped at a Temporary Debris Storage and Reduction Site (TDSRS)	
	Mileage Radius 0-15 Miles	\$ 7.30 /cu. yd.
	16-30 Miles	\$ 8.00 /cu. yd.
	31-60 Miles	\$ 9.00 /cu. yd.
	61-90 Miles	\$ 11.00 /cu. yd.
	91-120 Miles	\$ 12.00 /cu. yd.
2.	Construction and Demolition debris hauled to and dumped at a City approved disposal site or landfill	
	Mileage Radius 0-20 Miles	\$ 7.50 /cu. yd.
	21-40 Miles	\$ 8.50 /cu. yd.
	41-70 Miles	\$ 11.00 /cu. yd.
	71-100 Miles	\$ 13.00 /cu. yd.
	101-140 Miles	\$ 15.00 /cu. yd.
3.	Validated load hauled tickets from the TDSRS for final processed vegetative debris at a City approved recycling facility.	
	Mileage Radius 0-20 Miles	\$ 4.00 /cu. yd.
	21-40 Miles	\$ 5.00 /cu. yd.
	41-70 Miles	\$ 6.00 /cu. yd.
	71-100 Miles	\$ 7.00 /cu. yd.
	101-140 Miles	\$ 8.00 /cu. yd.
4.	Tipping fees/disposal costs for Green Waste shall be paid by the CONTRACTOR and actual incurred cost shall be invoiced to the City for reimbursement	
5.	Management, Processing and Loading of all eligible debris and/or residue at the TDSRS including locating, leasing (if required), preparing and layout of site, management, maintenance, and operation of the TDSRS; the receiving, sorting, segregation, processing and reduction of vegetative debris (chipping or grinding or burning as directed by the City); furnishing materials, supplies, labor, tools, and equipment necessary to perform services; maintenance of internal roadways, providing traffic control, dust control, erosion control, inspection tower(s), lighting, hazardous/toxic waste (HTW) containment areas, fire protection, all required permits, environmental monitoring, and safety measures; loading reduced/stored debris and initiating load tickets for final disposition; and Closure and remediation of the TDSRS	\$ 4.80 /cu. yd.
6.	Pick up and dispose of hazardous materials	\$ 8.00 /lb.
7.	Dead Animal Collection, Transportation & Disposal	\$ 0.50 /lb.

8.	<u>Hazard trees</u> - Trees will be evaluated by the City and be designated to be cut down and hauled to the TDSRS for reduction. Trees will be measured 3' above the ground	
	6"-12" Diameter	\$ 40.00 /tree
	13"-24" Diameter	\$ 100.00 /tree
	25"-48" Diameter	\$ 250.00 /tree
	>48" Diameter	\$ 350.00 /tree
9.	Stumps up to 24" in diameter (requires City approval)	\$ 90.00 /ea
	Stumps over 24" in diameter (requires City approval)	\$ 200.00 /ea.
10.	<u>Hangers</u> - Hangers will be considered any hanging/damaged remaining in the tree(s) above the ROW of 2" or greater diameter. The Contractor, at the direction of the City, will remove hangers for a unit price per hanger	
	2"-4" Hanger	\$ 35.00 /hanger
	5"-12" Hanger	\$ 40.00 /hanger
	>12" Hanger	\$ 40.00 /hanger
11.	<u>Private Property Demolition and Debris Removal</u> - The CONTRACTOR shall operate beyond the public Right-of Way (ROW) only as identified and directed by the City. Operations beyond the ROW on private property shall be only as necessary to abate imminent and significant threats to the public health and safety of the community and shall include but is not limited to, the demolition of structures and the removal and relocation of the debris to the public ROW	\$ 1.70 per sq. ft.
12.	Tipping fees/disposal for C&D debris shall be paid by the City	
13.	<u>Fallen Trees</u> - The CONTRACTOR shall cut a fallen tree, which extends onto the ROW from private property, at the point where it enters the ROW. Vegetative debris will be placed on the ROW for collection as addressed under item #1. (a.)	Price Included
14.	<u>Fill Dirt</u> - As identified and directed by the City, the CONTRACTOR shall place compatible fill dirt in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety.	\$ 12.00 /cu. yd.
15.	<u>White Goods</u> - The CONTRACTOR shall recycle all eligible white goods in accordance with all federal, state and local rules, regulations, and laws	\$ 30.00 /unit
16.	<u>Freon Recovery</u> - The CONTRACTOR SHALL REMOVE AND RECOVER Freon from any white goods, such as refrigerators, freezers or air conditioners, at the TDSRS or final disposition site in accordance with all federal, state, and local rules, regulations, and laws	\$ 30.00
17.	<u>Training and Assistance</u> - Sessions shall be for all key City personnel and assistance in all disaster debris recovery planning efforts as requested	Price Included

18.	<u>Preliminary Damage Assessment</u> - Determining the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, distinguishing between pre-disaster damage and disaster - generated damage, documenting eligible costs and describing the physical and financial impact of the disaster	Price Included
19.	<u>Mobilization and Demobilization</u> - All arrangements necessary to mobilize and demobilize the CONTRACTOR'S labor force and machinery needed to perform the Scope of Services contained herein shall be made by the CONTRACTOR	Price Included
20.	<u>Management Fee for Landfill Site Disposal Operation</u> - All arrangements and equipment necessary to mobilize, manage, and demobilize monitoring operations at an existing permitted disposal site as required	\$ 1.00 cu./yd.
21.	<u>Temporary Storage of Documents</u> - The CONTRACTOR shall provide storage of daily or disaster-related documents and reports for protection during the disaster event	Price Included
22.	<u>Debris Planning Efforts</u> - The CONTRACTOR shall assist in all disaster debris recovery planning efforts as requested by the City. These planning efforts shall include, but are not limited to, development of a <i>debris management</i> plan, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.	Price Included
23.	<u>Closure and Remediation of the TDSRS</u> - The CONTRACTOR shall remove all CONTRACTOR equipment and temporary structures and shall dispose of all residual debris from the TDSRS at an approved final disposition site. The CONTRACTOR is responsible for the reclamation and remediation of the TDSRS site to its original state prior to use by the CONTRACTOR.	Price Included
24.	<u>Reporting and Documentation</u> - The CONTRACTOR shall provide and submit to the City all reports and documents as may be necessary to adequately document the <u>Debris Recovery Services</u> in accordance with FEMA/NC requirements.	Price Included

HOURLY FEE SCHEDULE

<i>All equipment rates below include operator fuel, and maintenance costs</i>	
Personnel/Equipment	Hourly Rate
30 Ton Crane	\$ 150.00
Stump Grinder	\$ 85.00
50' Bucket Truck	\$ 135.00
Track-Hoes John Deere 690 Equivalent	\$ 110.00
John Deere 544 or Equivalent	\$ 110.00
Service Trucks	\$ 55.00
Tractor with Box Blade	\$ 50.00
5-14 Cubic Yard Dump Truck	\$ 45.00
15-24 Cubic Yard Dump Truck	\$ 63.00
25-34 Cubic Yard Dump Truck	\$ 67.00
35-44 Cubic Yard Dump Truck	\$ 72.00
45-54 Cubic Yard Dump Truck	\$ 82.00
55-64 Cubic Yard Dump Truck	\$ 90.00
65-74 Cubic Yard Dump Truck	\$ 100.00
75+ Cubic Yard Dump Truck	\$ 110.00
850 HP or Equivalent Tree Grinder	\$ 500.00
Water Truck (2000 gal.)	\$ 60.00
Rubber Tire Backhoe	\$ 65.00
Motor Grader	\$ 95.00
Climber with Gear	\$ 90.00
Superintendent with Truck	\$ 54.00
Foreman with Truck	\$ 48.00
Operator with Chainsaw	\$ 32.00
Traffic Control Personnel	\$ 28.00
Laborer	\$ 28.00

Personnel/Equipment	Hourly Rate
Field Project Foreman	\$ 40.00
Administrative Assistant	\$ 35.00
Clerical	\$ 30.00
Pickup Truck	\$ 16.00
Pickup Truck, Extended Cab	\$ 20.00
Pickup Truck 4x4	\$ 30.00
Pickup Truck 1 Ton	\$ 30.00
Mechanized Broom	\$ 50.00
Trackhoe, 490 or Equivalent	\$ 110.00
Bulldozer, D4 or Equivalent	\$ 60.00
12 Ton Lowboy	\$ 25.00
50 Ton Lowboy	\$ 90.00

Skidsteer	\$	60.00
Rubber Tire Excavator	\$	120.00
Other (please specify)	\$	



REQUEST FOR PROPOSAL

FOR

DEBRIS MANAGEMENT AND REMOVAL SERVICES

For additional information:

Scott P. M. Godefroy P. E., Interim Director of Public Works
1500 Beatty Street
Greenville, NC 27834
(252) 329-4522

REQUEST FOR PROPOSALS FOR DEBRIS MANAGEMENT AND REMOVAL SERVICES

I. INTRODUCTION

The City of Greenville is requesting proposals from experienced disaster management and emergency firms for a Debris Management and Removal Services in the event a disaster would occur. As set forth by FEMA, each community should be prepared in advanced for such an occurrence.

Acceptance by the City of Greenville of any submittal to this Request of Proposal for Debris Management and Removal Service shall not constitute or warrant a contract. The City of Greenville is not responsible for the cost associated with preparing a proposal and/or participating in an interview.

All payments under the contract resulting from this Request for Proposal (RFP) shall be made only for services requested and approved by the City. No work effort will begin without written authorization (Notice to Proceed) from the City. No retainer shall be paid in order to keep the contract in effect.

II. GENERAL REQUIREMENT

- A. Submit one (1) original and five (5) copies of the response to this Request for Proposals.
- B. Proposers are to include all applicable requested information and are encouraged to include any additional information they wish to have considered.

III. SCOPE

City of Greenville, hereinafter called "City", in order to deal with a major storm, disaster, or other event, will receive professional service proposals for a pre-event contract for Debris Management and Removal Services. The City will accept proposals from qualified contractors with experience in disaster and debris removal services and the preparation, response, recovery, and mitigation phases of any emergency situation or disaster.

Proposers should thoroughly review the City's geography prior to submitting their proposal. The Public Works Department will, with adequate notice, meet with any prospective contractor on these issues prior to the deadline and encourages site visits. There are no landfills available for use in the City of Greenville. The City will utilize Pitt County's inert landfill located on Highway 33 owned by E.R. Lewis Construction Co., Inc. unless otherwise directed. In the event of a disaster, the City of Greenville will encourage recycling materials as a best practice.

Proposers shall include in their proposal any other typical costs or items they may be aware of, which is not included in this Request for Proposals but may be necessary during a disaster removal operation.

Proposers should be as self sufficient as possible. Restaurants and lodging establishments are limited. Fueling stations are also of limited number and may be affected by storms creating the need for a contract under this RFP. Electrical outages in portions of the City following substantial event could exceed seven (7) days.

The City intends to have a committee evaluation process which may include interviewing 2-3 potential contractors.

IV. EVALUATION CRITERIA

<u>Submittal:</u>	<u>Weight in Evaluation</u>
Experience: A narrative describing experience and qualifications in similar contracting situations, with supporting data to include jobs completed and references complete with contact information.	20%
Technical Capabilities: A narrative describing your firm’s approach to planning City staff training, City staff augmentation, project management, technical support for reimbursement procedures, and assistance in developing public information regarding efforts.	20%
Equipment: A listing of equipment owned by your firm and dedicated to debris removal and recovery services. Please do not list rented or leased equipment or equipment owned by others (including subcontractors). If rented or leased equipment is listed, please provide a copy of the lease contract as proof of availability.	20%
Reasonableness of Price: Completed Fee Schedule attached.	20%
References: A list of all current contracts and also debris management experience (Work History) in the State of North Carolina for the past ten years. Please include customer contact information. You may include limited out of state information.	20%

Proposals shall include the information listed above, specific acknowledgements, and comments on the notes and provisions on standard 8 ½ x 11 size pages.

Proposer shall submit one (1) original and five (5) copies of their response to this RFP in a sealed carton clearly marked "City of Greenville-Debris Management RFP". All submittals shall be received by the City no later than 4:00P.M on Thursday, May 31, 2012. All proposals shall be submitted to the City of Greenville Public Works Department, 1500 Beatty Street, Greenville, NC 27834. Any responses not received by the appointed date and correct location, will be rejected. Proposals faxed or e-mailed will be rejected.

V. SAMPLE PRE-EVENT AGREEMENT FOR DEBRIS REMOVAL AND REMOVAL SERVICES

A. SCOPE

The Contractor is to perform the work as defined in the Request for Proposal and amendments, if any. The Request for Proposal is hereby incorporated by reference herein and made a part thereof as fully as if herein set forth. Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the work.

B. ORDER OF PRECEDENCE

For the resolution and interpretation of any inconsistencies in this Agreement and/or the documents attached hereto and included herein by this reference, the precedence of these documents shall be given the following order:

1. This Agreement with any Attachments, including Addendum(s) and Amendment(s) hereto;
2. If applicable, negotiated Amendments or clarification to the Contractor's Proposal which have been incorporated by reference to the final Agreement;
3. City Request for Proposal
4. Contractor's Proposal

C. TERM OF AGREEMENT

The period of this Agreement shall be for twelve (12) months, beginning approximately August 10, 2012, and ending on approximately August 9, 2013. This Agreement shall be extended for two (2) additional one (1) year periods unless either the City or the Contractor notifies the other in writing no less than ninety (90) days prior to the end date of this Agreement that this Agreement will not be extended beyond the end date of this Agreement.

VI. COMPENSATION

The Contractor agrees to provide services and materials as specified in its proposal to the City at the cost specified in said proposal and amendments, if any. The proposal and any amendments thereto incorporated by reference herein and made a part hereof as if fully herein set forth.

VII. PAYMENT

All invoices received by the City are payable within THIRTY (30) days from receipt, provided they have first been approved by the City and the City has accepted the work. However, payment may be delayed up to Ninety (90) days due to the State and FEMA reporting and reimbursement processes, when applicable.

All invoices shall be directed to:

Department of Public Works
City of Greenville
PO Box 7207
Greenville, NC 27835

VIII. GENERAL TERMS AND CONDITIONS

A. Termination

The City may terminate this Agreement at any time upon any of the following grounds:

1. Failure by the City to appropriate funds in the budget to pay the Contractor for the requested services.
2. The Contractor fails to perform any of the services required in this Agreement.
3. For the convenience of the City, in the City's discretion for any reason whatsoever. In the event that this Agreement is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If this Agreement is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor's sole and exclusive remedy is to be compensated for services rendered up to the date of termination calculated on a per diem basis using a 365-day calendar year.
4. Force majeure

Upon expiration of the one year term of this Agreement or subsequent term of this Agreement, this Agreement is terminated unless extended in accordance with the terms and conditions of this Agreement.

B. Performance Requirements and Services

1. The services to be provided by the Contractor for the City include those which are necessary for the removal of excess green waste and/or bulk refuse from City streets, right-of-ways, public parks and public places, including, but not limited to personal/private property, and debris placed on or in these public sites as approved by the City to be removed by the Contractor.
2. Debris to be removed by the Contractor will be designated by a City official, inspector or other personnel approved by the City.
3. The method(s) utilized for debris removal under this Agreement are to be determined by the Contractor and approved by the City. The Contractor shall be entitled to employ heavy equipment, trucks, loaders, saws, and personnel necessary to accomplish the objective of the City. The work to be performed under this Agreement shall consist of the Contractor clearing and removing any and all eligible debris for the City by a process including: 1) examination of debris to be hauled; 2) cutting, clearing, stacking,

- sorting, or moving debris to facilitate loading; 3) loading and hauling debris to locations(s) approved by the City. The City may instruct the Contractor to grind or recycle the City's excess green waste materials.
4. The Contractor shall perform work so as not to interfere with the normal operations of the City, State or Federal functions and/or violate existing regulations of these or other regulatory agencies.

C. Indemnification and Insurance

1. Indemnity

Contractor shall agree to indemnify, defend, hold harmless and reimburse the City, its agents and employees from and against any and all losses, liabilities, expenses, and all claims for damage of any nature whatsoever relating to or arising out of any action or failure to act by respondent, its subcontractors, officer, agents, and employees of any of the obligations under this Agreement. Losses, liabilities, expenses, and claims for damages shall include, but are not limited to civil and criminal fines and penalties, loss of use and/or services, bodily injury, death, personal injury, or damage to real or personal property, defense costs, legal fees, and costs and attorney's fees for any appeal.

Contractor will agree to promptly notify the City of any Civil or Criminal Actions filed against the Contractor or of any notice of violation from any Federal or State Agency, or of any claim as soon as practical as relates to the services provided. The City, upon receipt of such notice shall have the right, at its election, to defend any and all actions or suits or join in defense.

2. Insurance Requirements

The Contractor, at its own expense, shall keep in force and at all times maintain during this Agreement:

- a) An Owner's and Contractors Protective Liability Policy issued in the name of the City, in an amount of no less than \$2,000,000.00 per occurrence limit for bodily injury, personal injury, and property damage, with an aggregate liability not less than \$2,000,000.00. (Coverage shall be at least as broad as provided for in the most current version of the insurance services office form applicable to such policy);
- b) A separate General Liability Policy naming the Contractor or other person who will be performing the activity as insured and also naming the City as an additional insured in an amount not less than \$1,000,000.00 per occurrence and property damage and products completed operations. (Coverage shall be at least as broad as provided for in the most current version of the insurance services office form applicable to such policy); and
- c) An Excess Liability Policy naming the Contractor or other person who will be performing the activity as insured and also naming the City as an additional insured in the amount not less than \$10,000,000.00 for bodily injury, personal injury, property damage, and products completed operations.

d) Workers' Compensation Coverage

Full and complete Workers' Compensation Coverage, as required by the State of North Carolina, shall be required.

e) Insurance Certificates

The Contractor shall provide the City with Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the City. Said Commercial General Liability policy shall provide that the City be an additional named insured.

f) The City shall be notified in writing of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

g) All insurance policies shall be issued by responsible companies who are acceptable to the City and licensed and authorized to do business under the laws of North Carolina.

D. Correction of Work

The Contractor shall promptly correct all work rejected by the City as failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected work. Rejected work shall consist of that work which is deemed ineligible by the City's representative.

E. Right to Audit Records

The City, State, and/or FEMA shall be entitled to audit the books and records of the Contractor or of any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement.

F. Time is of the Essence

The parties agree that time is of the essence in the completion of the work called for under this Agreement.

The Contractor agrees that all work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

IX. M/WBE

The City of Greenville has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. Firms submitting a proposal are attesting that they also shall take affirmative action to insure equality of opportunity in all aspects of employment, and to utilize M/WBE suppliers of materials and labor when available.

X. SPECIAL PROVISIONS

A. The Contractor must have a representative present in the City's office or Emergency Operations Center within thirty-six (36) hours of Notification to Proceed and be able to mobilize equipment and personnel to the designated location within forty-eight (48) hours of Notice to Proceed. If necessary, the Contractor may need to pre-stage in the region if there is sufficient indication of a likely event.

- B. Emergency road clearing on highway right-of-ways (ROW) shall be performed on a time and material basis only as authorized by the City and up to seventy (70) hours or other limits allowed by Federal requirement as applicable. However, experience has shown the First Responders completed the initial cut through. Work conducted on the ROW shall be limited to the point where fallen vegetation and other debris enter the ROW. No equipment or personnel may operate beyond the ROW unless specifically approved by the City.
- C. Contractors shall utilize or sub-contract with local contractors to perform the work to the greatest extent possible.
- D. The Contractor shall provide one day of Debris Management training per year to the City staff during the month of April, as arranged by the Public Works Department. The Contractor shall also assist the City with updates and improvements to the City's Debris Management Plan annually to ensure full compliance with current FEMA regulations.
- E. The Contractor shall provide all necessary security and oversight for all operations.
- F. The Contractor shall provide sufficient traffic control and warning devices for conducting work on streets and highways.
- G. The anticipated Contractor work hours are sun up to sun down, seven days per week unless otherwise approved by the City.
- H. The Contractor shall hire and supervise any needed hazardous materials specialists and handle the disposal of all hazardous substances in accordance with all laws and regulations.
- I. The Contractor shall operate within the requirements of the Occupational Safety and Health Act, and all other applicable federal and state laws, rules, and regulations.
- J. The City shall accept the serialized copy of the Contractor's debris load ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The ticketing system will also be used in the event of additional debris transfer station(s). These tickets shall be used as the basis of electronic generated billing and/or report(s). They should include the following: (load tickets shall be turned in weekly)

Date

Preprinted Number

Hauler's Name

Truck Number

Truck capacity in cubic yards

Load percentage full, as assigned by Debris Monitors

Load amount in billable cubic yards

Debris classification as burnable, non-burnable, mixed other

Point of origin for debris collected and time loaded

Dumpsite location and time dumped

- K. The City will identify one or more Temporary Debris Storage Sites. All site work on these sites must be approved by the City. The Contractor will prepare a site management plan in advance for these sites to include:
- Access to site
 - Site management, to include point-of-contact, organizational chart, etc.
 - Site preparation, clearing, erosion control, and grading
 - Traffic control procedures
 - Site safety
 - Site security
 - Site layout/Segregation of debris
 - Hazardous waste material plan
 - Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower (if required)
 - Location of incineration operations, grinding operation (if required). Note: All incineration and grinding operations shall be in accordance with Appendix H, Public Assistance Debris Management guide, FEMA 325 dated April 1999 or latest edition, and with North Carolina Division of Solid Waste and Air Quality Control.
 - Location of existing structures or sensitive areas requiring protection
 - Environmental mitigation plan, including consideration for smoke, dust, noise, traffic, buffer zones, storm water runoff
 - All necessary licenses, permits, and fees for the same are the responsibility of the Contractor.
- L. The Contractor may be requested to construct an inspection tower at each debris storage site as required by the City. The tower shall be constructed using pressure treated wood or metal scaffolding. The floor elevation of the tower shall be 10-feet above the existing ground elevation. The floor area shall be a minimum 8' x 8', constructed of 2" x 8" joists, 16" O.C. with ¾" plywood supported by a minimum of four 6" x 6" posts. A 4-foot high wall constructed of 2" x 4" studs and ½" plywood shall protect the perimeter of the floor area. The floor area shall be covered by a roof. The roof shall provide a minimum of 6'-6" of headroom below the support beams. Steps with a handrail shall provide access to the tower. Tower shall be built in accordance with North Carolina Building Code requirements. This tower will be utilized by the City of Greenville or a private load monitoring company.
- M. The Contractor shall be responsible for reporting to the City and cleaning up all spills caused by the Contractor's operation at no additional cost to the City or any other governmental entity. Immediate containment action shall be taken as necessary to minimize the effect of any spill or leak. Cleanup shall be in accordance with applicable federal, state, and local laws and regulations.

Spills shall be reported to the City Public Works Department immediately following discovery. A written follow-up shall be submitted to the City Manager within seven (7) days after the initial report. The written report shall be in narrative form and as a minimum shall include the following:

- Description of the material spilled
- Determination as to whether or not the amount spilled is EPA/state reportable
- When and whom it was reported
- Exact time and location of spill
- Receiving streams or waters
- Cause of incident and equipment and personnel involved
- Injuries or property damage
- Duration of discharge
- Containment procedures initiated
- Summary of all communication the Contractor had in regards to the spill
- Description of spill and cleanup procedures

XI. MISCELLANEOUS PROVISIONS

- A. Assignment of this Agreement shall not be made without advance written consent of the City.
- B. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- C. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the City or his designee.
- D. The Contractor is to procure all permits, licenses, and certificates, or any such laws, ordinances, rules and regulations, for proper execution and completion of the Work under this Agreement.
- E. This Agreement is deemed to be under and shall be governed by, and construed according to the laws of the State of North Carolina and the ordinances of the City of Greenville.
- F. Any litigation arising out of this Agreement shall be heard in Pitt County.
- G. The undersigned hereby certifies that this Agreement is made without prior understanding, agreement or connection with any corporation, firm, or person who submitted bids for the Work covered by this Agreement and is in all respects fair and with collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.
- H. This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- I. Unless otherwise stated, all official correspondence and contact shall be addressed to:

For the City

Public Works Department
Attention: Scott P.M. Godefroy, P.E.
1500 Beatty Street
Greenville, NC 27834

For the Contractor

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first written above

CITY OF GREENVILLE

CONTRACTOR

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

BY: _____
David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION:

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

BY: _____
Bernita W. Demery, CPA, Director of Financial Services

Account Number _____

Project Code (if applicable) _____

<u>FEE SCHEDULE</u>		
1.	Vegetative storm debris picked up at the designated work zone, hauled to and dumped at a Temporary Debris Storage and Reduction Site (TDSRS)	
	Mileage Radius 0-15 Miles	\$ /cu. yd.
	16-30 Miles	\$ /cu. yd.
	31-60 Miles	\$ /cu. yd.
	61-90 Miles	\$ /cu. yd.
	91-120 Miles	\$ /cu. yd.
2.	Construction and Demolition debris hauled to and dumped at a City approved disposal site or landfill	
	Mileage Radius 0-20 Miles	\$ /cu. yd.
	21-40 Miles	\$ /cu. yd.
	41-70 Miles	\$ /cu. yd.
	71-100 Miles	\$ /cu. yd.
	101-140 Miles	\$ /cu. yd.
3.	Validated load hauled tickets from the TDSRS for final processed vegetative debris at a City approved recycling facility.	
	Mileage Radius 0-20 Miles	\$ /cu. yd.
	21-40 Miles	\$ /cu. yd.
	41-70 Miles	\$ /cu. yd.
	71-100 Miles	\$ /cu. yd.
	101-140 Miles	\$ /cu. yd.
4.	Tipping fees/disposal costs for Green Waste shall be paid by the CONTRACTOR and actual incurred cost shall be invoiced to the City for reimbursement	
5.	Management, Processing and Loading of all eligible debris and/or residue at the TDSRS including locating, leasing (if required), preparing and layout of site, management, maintenance, and operation of the TDSRS; the receiving, sorting, segregation, processing and reduction of vegetative debris (chipping or grinding or burning as directed by the City); furnishing materials, supplies, labor, tools, and equipment necessary to perform services; maintenance of internal roadways, providing traffic control, dust control, erosion control, inspection tower(s), lighting, hazardous/toxic waste (HTW) containment areas, fire protection, all required permits, environmental monitoring, and safety measures; loading reduced/stored debris and initiating load tickets for final disposition; and Closure and remediation of the TDSRS	\$ /cu. yd.
6.	Pick up and dispose of hazardous materials	\$ /lb.
7.	Dead Animal Collection, Transportation & Disposal	\$ /lb.

8.	<u>Hazard trees</u> - Trees will be evaluated by the City and be designated to be cut down and hauled to the TDSRS for reduction. Trees will be measured 3' above the ground	
	6"-12" Diameter	\$ /tree
	13"-24" Diameter	\$ /tree
	25"-48" Diameter	\$ /tree
	>48" Diameter	\$ /tree
9.	Stumps up to 24" in diameter (requires City approval)	\$ /ea
	Stumps over 24" in diameter (requires City approval)	\$ /ea.
10.	<u>Hangers</u> - Hangers will be considered any hanging/damaged remaining in the tree(s) above the ROW of 2" or greater diameter. The Contractor, at the direction of the City, will remove hangers for a unit price per hanger	
	2"-4" Hanger	\$ /hanger
	5"-12" Hanger	\$ /hanger
	>12" Hanger	\$ /hanger
11.	<u>Private Property Demolition and Debris Removal</u> - The CONTRACTOR shall operate beyond the public Right-of Way (ROW) only as identified and directed by the City. Operations beyond the ROW on private property shall be only as necessary to abate imminent and significant threats to the public health and safety of the community and shall include but is not limited to, the demolition of structures and the removal and relocation of the debris to the public ROW	\$ per sq. ft.
12.	Tipping fees/disposal for C&D debris shall be paid by the City	
13.	<u>Fallen Trees</u> - The CONTRACTOR shall cut a fallen tree, which extends onto the ROW from private property, at the point where it enters the ROW. Vegetative debris will be placed on the ROW for collection as addressed under item #1. (a.)	Price Included
14.	<u>Fill Dirt</u> - As identified and directed by the City, the CONTRACTOR shall place compatible fill dirt in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety.	\$ /cu. yd.
15.	<u>White Goods</u> - The CONTRACTOR shall recycle all eligible white goods in accordance with all federal, state and local rules, regulations, and laws	\$ /unit
16.	<u>Freon Recovery</u> - The CONTRACTOR SHALL REMOVE AND RECOVER Freon from any white goods, such as refrigerators, freezers or air conditioners, at the TDSRS or final disposition site in accordance with all federal, state, and local rules, regulations, and laws	\$
17.	<u>Training and Assistance</u> - Sessions shall be for all key City personnel and assistance in all disaster debris recovery planning efforts as requested	Price Included

18.	<u>Preliminary Damage Assessment</u> - Determining the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, distinguishing between pre-disaster damage and disaster - generated damage, documenting eligible costs and describing the physical and financial impact of the disaster	Price Included
19.	<u>Mobilization and Demobilization</u> - All arrangements necessary to mobilize and demobilize the CONTRACTOR'S labor force and machinery needed to perform the Scope of Services contained herein shall be made by the CONTRACTOR	Price Included
20.	<u>Management Fee for Landfill Site Disposal Operation-</u> All arrangements and equipment necessary to mobilize, manage, and demobilize monitoring operations at an existing permitted disposal site as required	\$ cu./yd.
21.	<u>Temporary Storage of Documents</u> - The CONTRACTOR shall provide storage of daily or disaster-related documents and reports for protection during the disaster event	Price Included
22.	<u>Debris Planning Efforts</u> - The CONTRACTOR shall assist in all disaster debris recovery planning efforts as requested by the City. These planning efforts shall include, but are not limited to, development of a <i>debris management</i> plan, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance <u>following</u> a disaster event.	Price Included
23.	<u>Closure and Remediation of the TDSRS</u> - The CONTRACTOR shall remove all CONTRACTOR equipment and temporary structures and shall dispose of all residual debris from the TDSRS at an approved final disposition site. The CONTRACTOR is responsible for the reclamation and remediation of the TDSRS site to its original state prior to use by the CONTRACTOR.	Price Included
24.	<u>Reporting and Documentation</u> - The CONTRACTOR shall provide and submit to the City all reports and documents as may be necessary to <u>adequately</u> document the <u>Debris Recovery Services</u> in accordance with FEMA/NC requirements.	Price Included

HOURLY FEE SCHEDULE

All equipment rates below include operator fuel, and maintenance costs

Personnel/Equipment	Hourly Rate
30 Ton Crane	\$
Stump Grinder	\$
50' Bucket Truck	\$
Track-Hoes John Deere 690 Equivalent	\$
John Deere 544 or Equivalent	\$
Service Trucks	\$
Tractor with Box Blade	\$
5-14 Cubic Yard Dump Truck	\$
15-24 Cubic Yard Dump Truck	\$
25-34 Cubic Yard Dump Truck	\$
35-44 Cubic Yard Dump Truck	\$
45-54 Cubic Yard Dump Truck	\$
55-64 Cubic Yard Dump Truck	\$
65-74 Cubic Yard Dump Truck	\$
75+ Cubic Yard Dump Truck	\$
850 HP or Equivalent Tree Grinder	\$
Water Truck (2000 gal.)	\$
Rubber Tire Backhoe	\$
Motor Grader	\$
Climber with Gear	\$
Superintendent with Truck	\$
Foreman with Truck	\$
Operator with Chainsaw	\$
Traffic Control Personnel	\$
Laborer	\$

Personnel/Equipment	Hourly Rate
Field Project Foreman	\$
Administrative Assistant	\$
Clerical	\$
Pickup Truck	\$
Pickup Truck, Extended Cab	\$
Pickup Truck 4x4	\$
Pickup Truck 1 Ton	\$
Mechanized Broom	\$
Trackhoe, 490 or Equivalent	\$
Bulldozer, D4 or Equivalent	\$
12 Ton Lowboy	\$
50 Ton Lowboy	\$

Item # 5

Skidsteer	\$
Rubber Tire Excavator	\$
Other (please specify)	\$

XII. GENERAL INFORMATION AND INSTRUCTIONS

A. Procurement Process

The RFP is not a bid. The City is not obligated to enter into contract on the basis of any proposal submitted in response to this request. The City reserves the right, in its sole discretion, to reject all submissions, reissue as subsequent RFP, terminate, restructure or amend this procurement process at anytime. The City may contact any or all proposers' after receiving their proposal to seek clarification or to schedule presentations by the proposer. The final selection and contract negotiation rests solely with the City.

B. The City will rank all responses and may at its discretion request presentations from any or all vendors as needed. No interpretation shall be binding unless in writing from the City of Greenville.

C. The City, at its discretion, may hold a pre-submittal meeting at a site and date, location and time to be determined.

D. Rejection of Proposals

Any proposals that do not conform to the essential requirements of the RFP shall be rejected. The City reserves the right to waive informalities and minor irregularities in submittals and reserves the sole right to determine what constitutes informalities and minor irregularities. The City reserves the right to reject any or all proposals and waive minor irregularities in the evaluation procedures. The City reserves the right to negotiate modifications to proposals that it deems acceptable.



City of Greenville, North Carolina

Meeting Date: 8/6/2012
Time: 6:00 PM

Title of Item: Memorandum of agreement with the North Carolina Department of Transportation for the emergency removal of debris during a state of disaster

Explanation: During states of disaster such as hurricanes or tornadoes, large quantities of debris may require removal from the rights-of-way of public roads and streets. A recent example of the amounts of debris that can be generated by such a disaster was Hurricane Irene that struck Greenville in August 2011.

Debris clean-up along the rights-of-way within the city is presently handled by Public Works for City-maintained streets and by the North Carolina Department of Transportation (NCDOT) for all State-maintained roads. While NCDOT completed this clean-up task during the Hurricane Irene recovery period, the work was completed over a longer period of time than the City-maintained streets due to the fact that NCDOT focuses on their high-priority routes and then moves down to the secondary routes. Most of the State-maintained routes within the city are secondary routes. Residents served by the City's Sanitation services were concerned about the delay in vegetative debris pick-up at their residences located along NCDOT-maintained roads. Explanation that the City could not be reimbursed by the Federal Emergency Management Administration (FEMA) due to not having jurisdiction for debris collection along these roads often was not understood by city residents.

Staff recommends that the City of Greenville enter into a memorandum of agreement with NCDOT (attachment). This agreement will allow the City to have the option during any future declared disasters to ask NCDOT to issue a notice to proceed (attachment) to transfer the responsibility for debris clean-up along certain NCDOT-maintained roads/streets within the city. The City has the option to request all or a portion of the State routes to be cleared. The City will continue to not be able to remove debris along roads designated as Federal Highway Administration (FHWA) roads within Greenville during the first pass until October 1, 2012. According to an NCDOT manager, after October 1, 2012, these roads will be treated the same as other NCDOT roads. A listing of FHWA roads and non-FHWA NCDOT roads within Greenville is attached for your

information. Other cities and counties in our area that have established debris agreements with NCDOT include Kinston, Rocky Mount, Wilson, Winterville, Pitt County, Martin County, and Beaufort County.

Approving this memorandum of agreement will allow the City to provide a consistent service for city residents, speed up the recovery process, and allow for efficient routing of internal and contract collection crews. Historically, FEMA, during a declared disaster, provides 75% reimbursement and the State of North Carolina provides 25% reimbursement for costs associated with contract clean-up of debris. City of Greenville internal workforce (force account labor) is reimbursed the same percentages by each entity for the overtime only costs associated with the debris clean-up. Staff's intent is to clean up NCDOT routes utilizing the City's debris contractor.

Fiscal Note:

The only costs associated with this memorandum of agreement, until activated, is the staff time in preparation and review of this contract. The cost for actual services rendered under this agreement should be reimbursed by FEMA and the State.

Recommendation:

Approve the memorandum of agreement with NCDOT for emergency removal of debris during a state of disaster or imminent threat of disaster and/or state of emergency.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

- [Debris Agreement with NCDOT 923258](#)
 - [NCDOT Secondary Roads for MOA Debris Removal 932313](#)
 - [NCDOT ELIGIBLE ROADS 926588](#)
 - [NCDOT Release 932168](#)
-

MEMORANDUM OF AGREEMENT

between the

North Carolina Department of Transportation

and the

City of Greenville, N.C.

This Memorandum of Agreement (hereinafter, "Agreement") is made on the last date entered below between the North Carolina Department of Transportation (hereinafter, "NCDOT") and the City of Greenville, N. C. (hereinafter, "City") (collectively referred to hereinafter as "the Parties") for the emergency removal of debris during a State of Disaster or Imminent Threat of Disaster and/or a State of Emergency declared pursuant to Chapters 14 and 166A of the North Carolina General Statutes.

WHEREAS, during a declared State of Disaster or Imminent Threat of Disaster which implements the North Carolina Emergency Operations Plan (hereinafter, "NCEOP"), NCDOT may be called upon to perform certain functions, including the removal of debris from the right of way of public roads and streets, pursuant to the NCEOP; and

WHEREAS, City has requested that it be allowed the opportunity and responsibility to perform certain of those NCDOT functions as set forth in the NCEOP in order to assure that its citizens are served and protected; and

WHEREAS, the Parties have conferred as to the best methods and practices to allow the City to assume these responsibilities;

NOW THEREFORE, the Parties agree as follows:

1. For purposes of this Agreement, the following definitions shall apply:
 - A. "Secondary Roads" shall mean those roads maintained by NCDOT that are identified by a four-digit SR number.
 - B. The term "Eligible Storm Debris" shall be such debris as shall be eligible for reimbursement by the North Carolina Department of Crime Control and Public Safety, Division of Emergency Management (hereinafter, "DEM") or the Federal Emergency Management Agency (hereinafter, "FEMA") during a particular State of Disaster, Imminent Threat of Disaster or State of Emergency.
 - C. "FHWA Routes" shall mean those routes for which FHWA does provide NCDOT with reimbursement, generally Interstate routes, US-designated routes, NC-designated routes, and certain secondary routes within the City eligible for FHWA reimbursement and listed on Attachment A.

- D. "Non-FHWA Routes" shall mean those routes for which FHWA does not provide reimbursement, generally rural secondary roads rights of way within the City and those urban secondary roads within the municipalities within the City. The non-FHWA routes are those routes within the City, which are not listed on Attachment A.
2. During a State of Disaster or Imminent Threat of Disaster and/or a State of Emergency declared pursuant to Chapters 14 and 166A of the North Carolina General Statutes and upon a determination by the Parties that is desirable that City be responsible for removal of debris from the right of way of State System Roads, NCDOT shall issue to City a written Notice to Proceed with debris removal.
 3. City shall remove and dispose of (1) Eligible Storm Debris on all non-FHWA routes and (2) Eligible Storm Debris on FHWA routes. In so doing, City shall comply with all FEMA and DEM requirements regarding storm removal and disposal including landfill quantity calculations and site disposal costs.
 4. City shall apply directly to DEM and/or FEMA for reimbursement in accordance with the rules, regulations and procedures of those agencies. Any reimbursement must be governed by the rules, regulations and procedures of those agencies, and NCDOT shall not be responsible for any portion of reimbursement to City.
 5. City is responsible for complying with all NCDOT rules and regulations including, but not limited to, safety, insurance, and traffic control in accordance with the Manual on Uniform Traffic Control Devices, and City shall hold NCDOT harmless in all matters arising from or related to this Agreement. Further, City shall be responsible for all damage or injury to persons or to private property occurring as a result of the debris removal activities pursuant to this Agreement, and City shall hold NCDOT harmless in all matters arising therefrom.
 6. City shall be responsible for repair of any damages to the state maintained right of way, which may be caused by debris removal operations undertaken pursuant to this Agreement. All repairs shall be made to the satisfaction of the Division Engineer of the Highway Division in which City is located, and the Division Engineer's judgment in this regard shall be final.
 7. City shall remove all Eligible Storm Debris even if such removal requires multiple passes on a particular route and shall continue until the mutually agreed upon completion date. All work pursuant to this Agreement shall be done to the satisfaction of the Division Engineer of the Highway Division in which City is located, and the Division Engineer's judgment in this regard shall be final.
 8. All work pursuant to this Agreement shall be completed by a date mutually agreed to by DEM, FEMA, NCDOT and City.
 9. This Agreement may be terminated by either party upon submission of a thirty-day advance written notice of termination. No notice of termination shall be effective for debris removal pursuant to any Notice to Proceed already issued by NCDOT.
 10. This Agreement may be amended at any time by mutual agreement of both parties as evidenced by a written Supplemental Memorandum of Agreement approved and signed by both parties.
 11. To provide consistent and effective communication between the Parties, each party shall appoint a Principal Representative to serve as its central point of

contact responsible for coordinating and implementing this Agreement. The Principal Representative of the NCDOT shall be Chief Engineer Operations or his designee. The Principal Representative of the City shall be the City Manager or his designee.

This Agreement shall be effective on the date of the last signature below.

IN WITNESS WHEREOF, the Parties have each executed this Agreement, this the ____ day of _____, 20__.

DEPARTMENT OF TRANSPORTATION

WITNESS: _____
Print Name)

BY: _____

TERRY R. GIBSON, PE

STATE HIGHWAY ADMINISTRATOR

CITY OF GREENVILLE, N. C.

BY: _____

Allen M. Thomas

(Print Name)

MAYOR

TITLE

DATE: _____

Attachment A

DIVISION 2
SECONDARY ROADS ELIGIBLE FOR FHWA EMERGENCY RELIEF FUNDS
PARTIALLY OR FULLY WITHIN THE CITY OF GREENVILLE

SR 1200	STANTONSBURG ROAD
SR 1203	ALLEN ROAD
SR 1530	MUMFORD ROAD
SR 1531	GREENE STREET
SR 1598	10 TH STREET
SR 1700	OLD TAR ROAD
SR 1703	14 TH STREET
SR 1708	FIRETOWER ROAD
SR 1725	COUNTY HOME ROAD
SR1726	PORTERTOWN ROAD (COUNTY HOME TO 33)

NOTE: THESE ROADS ARE NOT ELIGIBLE TO BE RELEASED BY NCDOT TO THE CITY OF GREENVILLE PRIOR TO OCTOBER 1, 2012. AFTER OCTOBER 1, 2012, THESE ROADS CAN BE RELEASED FOR CITY VEGETATIVE DEBRIS PICK-UP.

**NCDOT ROADS WITHIN THE CITY OF GREENVILLE
ELIGIBLE FOR RELEASE FOR DEBRIS CLEAN-UP AFTER A STORM**

STREET

GREENVILLE BOULEVARD

MEMORIAL DRIVE

CHARLES BOULEVARD FROM 14TH TO FIRETOWER ROAD

HIGHWAY 33 FROM GREENVILLE BOULEVARD TO PORTERTOWN ROAD

ALBEMARLE AVENUE

W. 5TH STREET FROM ALBEMARLE AVENUE TO B'S BBQ ROAD

W. H. SMITH BOULEVARD

DICKINSON AVENUE FROM READE STREET TO CITY LIMITS

N. PITT STREET FROM GREENE TO FIRST STREET

W. BELVOIR ROAD FROM MEMORIAL TO DEAD END

BELL'S CHAPEL ROAD

OLD FIRETOWER ROAD FROM COUNTY HOME TO BELL'S CHAPEL

COREY ROAD

MCGREGOR DOWNS ROAD

WILLIAMS ROAD

THOMAS LANGSTON ROAD

EVANS STREET

NOTE:

Only the portion of the road within the City Limits will be included for vegetative debris pick-up by the City (Only FEMA eligible vegetative debris will be picked up)



City of Greenville, North Carolina

Meeting Date: 8/6/2012
Time: 6:00 PM

Title of Item: Reimbursement resolution for financing Greenville Utilities Commission's heavy equipment and vehicle purchases with installment purchase loan

Explanation: The FY 2012-2013 budget adopted by the GUC Board of Commissioners approved the purchase of vehicles and heavy equipment necessary to maintain the service level GUC provides to its customers. An installment loan is expected to be obtained in the Spring of 2013 to finance these purchases. The reimbursement resolution amount of \$880,300 is the total installment purchase financing approved in the 2012-13 budget and will enable GUC to purchase the vehicles and equipment at various times and obtain financing at a later date.

At the July 19, 2012, regular meeting, the GUC Board approved the reimbursement resolution, and similar action by City Council is recommended.

Fiscal Note: No cost to the City.

Recommendation: Adopt the attached reimbursement resolution.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[Resolution - Heavy Equipment](#)

RESOLUTION NO. 12-__

**RESOLUTION DECLARING THE INTENTION OF THE
CITY COUNCIL OF THE CITY OF GREENVILLE
TO REIMBURSE THE CITY FROM THE PROCEEDS
OF ONE OR MORE TAX EXEMPT FINANCINGS FOR CERTAIN
EXPENDITURES MADE AND TO BE MADE IN CONNECTION WITH THE
ACQUISITION AND CONSTRUCTION OF CERTAIN CAPITAL IMPROVEMENTS**

WHEREAS, the City of Greenville, North Carolina (the "City") has paid, beginning, July 19, 2012, which date is no more than 60 days prior to the date hereof, certain expenditures in connection with the acquisition and construction of certain improvements (the "Improvements") more fully described in Exhibit A attached hereto, consisting of improvements to its electric, gas, sanitary sewer and water systems (collectively, the "System"); and

WHEREAS, the City Council of the City (the "City Council") has determined that those moneys previously advanced no more than 60 days prior to the date hereof to pay such expenditures in connection with the acquisition and construction of the Improvements (the "Expenditures") are available only on a temporary period and that it is necessary to reimburse the City for the Expenditures from the proceeds of one or more tax exempt financings (the "Tax-Exempt Financing");

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL as follows:

Section 1. The City Council hereby declares its intent to reimburse the City from the proceeds of the Tax-Exempt Financing for the Expenditures made on and after July 19, 2012, which date is no more than 60 days prior to the date hereof. The City Council reasonably expects on the date hereof that it will reimburse the City for the Expenditures from the proceeds of a like amount of the Tax-Exempt Financing.

Section 2. Each Expenditure was or will be either (a) of a type chargeable to a capital account under general federal income tax principles (determined as of the date of the Expenditures), (b) the cost of issuance with respect to the Tax-Exempt Financing, (c) a non-recurring item that is not customarily payable from current revenues of the System, or (d) a grant to a party that is not related to or an agent of the City so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the City.

Section 3. The principal amount of the Tax-Exempt Financing estimated to be issued to reimburse the City for Expenditures for the Improvements is estimated to be not more than \$880,300.00.

Section 4. The City will make a reimbursement allocation, which is a written allocation by the City that evidences the City's use of proceeds of the Tax-Exempt Financing to reimburse an Expenditure no later than 18 months after the later of the date on which such Expenditure is paid or the Improvements are placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The City recognizes that

exceptions are available for certain "preliminary expenditures," costs of issuance, certain de minimis amounts, (expenditures by "small issuers" based on the year of issuance and not the year of expenditure), and expenditures for construction projects of at least 5 years.

Section 5. The resolution shall take effect immediately upon its passage.

Adopted this the ____ day of _____, 2012.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

EXHIBIT A

THE IMPROVEMENTS

The Improvements referenced in the resolution include, but are not limited to, all operating and capital expenditures associated with the purchase of:

(1) 2 Ton Knuckle Boom	\$200,000.00
(1) 2 Ton Line Truck	\$220,000.00
(1) 4x4 Crew Pickup	\$29,100.00
(1) Plow/Backhoe	\$110,000.00
(1) Mini Track Digger Derrick	\$150,000.00
(1) New Mini Track Bucket	\$140,000.00
(1) Tam and Grab for Excavator	<u>\$9,000.00</u>

Equipment Total	\$858,100
Estimated closing costs	<u>22,200</u>
Total	<u>880,300</u>



City of Greenville, North Carolina

Meeting Date: 8/6/2012
Time: 6:00 PM

Title of Item: Series resolution for Greenville Utilities Commission's Water Treatment Plant Raw Water Pump Station Improvements - WCP 99

Explanation: WCP 99 was originally established to install two additional 30-inch intake pipes with multiple screens in the Tar River that connected to the Water Treatment Plant to increase the reliability of GUC's surface water supply. The budget for this project was established at \$3,400,257.

Due to severe erosion that occurred after the installation of the intake pipes, the scope of the project was expanded to ensure the protection of the raw water intakes, protect the existing channel alignment, and stabilize the riverbank with armored, articulated matting. In December 2011, the GUC Board adopted a resolution accepting the State Revolving Loan Fund (SRF) program offer of \$1,442,000 as a funding source for this portion of the project, thereby increasing the budget to \$4,844,577. The attached series resolution authorizes GUC to incur additional debt up to the amount of \$1,442,000 for the Water Treatment Plant Raw Water Pump Station Improvements through the SRF program and also authorizes the General Manager to execute the promissory note and complete performance of the terms, covenants, provisions and agreements therein.

By utilizing the SRF program for this project, GUC obtains a favorable financing interest rate of 2.01% over a 20 year period.


At the July 19, 2012, regular meeting, the GUC Board approved the series resolution and recommended similar action by the City Council.

Fiscal Note: No cost to the City.

Recommendation: Adopt the attached resolution.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Resolution - WCP 99](#)

A regular meeting of the City Council of the City of Greenville, North Carolina was held in the City Council Chamber at the City Hall in Greenville, North Carolina, the regular place of meeting, on August __, 2012 at 6:00 P.M.

Present: Mayor Allen M. Thomas, presiding, and Council members

Absent: _____

* * * * *

Mayor Thomas introduced the following resolution, a copy of which had been provided to each Councilmember and which was read by its title:

RESOLUTION NO. __ -

SERIES RESOLUTION AUTHORIZING THE INCURRENCE OF ADDITIONAL INDEBTEDNESS EVIDENCED BY A STATE REVOLVING LOAN FUND PROGRAM NOTE OF UP TO \$1,442,000 PURSUANT TO THE PROVISIONS OF SECTION 216 OF THE BOND ORDER ADOPTED BY THE CITY COUNCIL ON AUGUST 11, 1994, AMENDED AND RESTATED AS OF APRIL 13, 2000.

WHEREAS, the City of Greenville, North Carolina (the "City"), a municipal corporation in Pitt County, North Carolina, owns certain public utility or public service enterprise facilities comprising an electric system, a natural gas system, a sanitary sewer system and a water system, within and without the corporate limits of the City (collectively, the "Combined Enterprise System"), and

WHEREAS, in accordance with Chapter 861 of the 1992 Session Laws of North Carolina, the Greenville Utilities Commission (the "Commission") has been created for the proper management of the public utilities of the City, within and without the corporate limits of the City, with responsibility for the entire supervision and control of the management, operation, maintenance, improvement and extension of the public utilities of the City, including the Combined Enterprise System; and

WHEREAS, the Federal Clean Water Act Amendments of 1987, the Federal Safe Drinking Water Act Amendments of 1996 and the North Carolina Water Infrastructure Act of 2005 authorize the making of loans and grants to aid eligible units of government in financing

the cost of construction of wastewater treatment works, wastewater collection systems, and water supply systems; and

WHEREAS, the City Council of the City (the “City Council”) adopted, on August 11, 1994, a bond order, which, among other things, authorizes and secures Greenville Utilities Commission Combined Enterprise System Revenue Bonds of the City, which order was amended and restated as of April 13, 2000 (the “Order”); and

WHEREAS, Section 216 of the Order authorizes the incurrence or assumption of Additional Indebtedness (as defined in the Order) for any lawful purpose of the City related to the ownership or operation of the Combined Enterprise System (as defined in the Order); and

WHEREAS, the Commission and the City Council have determined that it is necessary to acquire, construct and pay for a portion of the cost of certain additional improvements to the Combined Enterprise System, which improvements are described in Appendix A attached hereto and constitute Additional Improvements; and

WHEREAS, the Commission and the City Council have determined to finance a portion of the cost of paying for such Additional Improvements by incurring Additional Indebtedness evidenced by another State Revolving Loan Fund Program Note referred to herein as the “Series 2012A Promissory Note”; and

WHEREAS, the City Council has received information to the effect that the City will be able to satisfy the requirements of Section 216 of the Order with respect to the Series 2012A Promissory Note; and

WHEREAS, pursuant to Section 216 of the Order, the Series 2012A Promissory Note is to have such terms and provisions as may be provided by a series resolution to be adopted by the City Council prior to the incurrence of said Additional Indebtedness; and

WHEREAS, the Commission has adopted a resolution to the effect that it approves the provisions of this resolution and recommends to the City Council that the City Council adopt this series resolution authorizing and setting forth the terms and provisions of the Series 2012A Promissory Note;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA DOES HEREBY DETERMINE AND RESOLVE, as follows:

Section 1. Definitions. Capitalized words and terms used in this series resolution (this “Resolution”) and not otherwise defined herein shall have the meanings given to them in the Order.

Section 2. Authorization of the Series 2012A Promissory Note. (A) The Series 2012A Promissory Note. Pursuant to the Enabling Act and Section 216 of the Order, the City Council hereby authorizes the incurrence of Additional Indebtedness evidenced by a State Revolving Fund Program Note (as defined in the Order) designated “Greenville Utilities Commission Combined Enterprise System State Revolving Loan Fund Program Note, Series 2012A” (the “Series 2012A Promissory Note”) in a principal amount of up to \$1,442,000 for the purpose of

providing funds, together with any other available funds, for (1) paying, or reimbursing the Commission and the City for paying, a portion of the Cost of the Additional Improvements described in Appendix A hereto and (2) paying expenses incidental and necessary or convenient thereto.

(B) Note Provisions. The Series 2012A Promissory Note shall be executed on such date, be effective as of such date, shall bear interest at the rate, shall be repaid, subject to prepayment, in the amounts and on the dates, all as hereinafter provided.

(C) Interest Payment Dates. Interest on the Series 2012A Promissory Note shall begin to accrue on the unpaid principal balance thereof from the original estimated completion date for said Additional Improvements as established by the General Manager of the Commission or any officer of the Commission authorized by the General Manager of the Commission (an "Authorized Officer of the Commission") and shall be payable semi-annually on or before each May 1 and each November 1 until the principal balance of the Series 2012A Promissory Note is paid or prepaid in accordance with its terms. The first interest payment shall be due not earlier than six (6) months nor later than twelve (12) months after the date of completion of said Additional Improvements as certified by the Department of Environmental and Natural Resources – Division of Water Quality ("DENR").

(D) Principal Payment Dates. Principal on the Series 2012A Promissory Note shall be payable annually on or before each May 1, all as set forth in the Series 2012A Promissory Note. The first principal payment shall be due not earlier than six (6) months after the date of completion of said Additional Improvements as certified by the DENR.

(E) Prepayment of the Series 2012A Promissory Note. The Series 2012A Promissory Note shall be pre-payable in accordance with its terms.

Section 3. Delegation and Standards. The City Council hereby delegates to any Authorized Officer of the Commission, subject to the limitations contained herein, the power to determine and carry out the following with respect to the Series 2012A Promissory Note:

(A) Principal Amount. To determine the aggregate principal amount of the Series 2012A Promissory Note, such principal amount, up to \$1,442,000, to be sufficient for the purposes described in Section 2(A) of this Resolution;

(B) Interest Rates. To determine the interest rate on the Series 2012A Promissory Note, which interest rate shall not exceed the lesser of four percent (4%) per annum and one-half (1/2) the prevailing national market rate as derived from the Bond Buyer's 20-Bond Index in accordance with North Carolina G.S. 159G-40(b) for the applicable priority review period;

(C) Repayment of Series 2012A Promissory Note. To determine a schedule for the payment of the principal amount of the Series 2012A Promissory Note, such principal payment schedule not to extend more than twenty (20) years after the first principal payment date as established in Section 2(D) of this Resolution;

(D) Execution Date and Effective Date. To determine the date of execution of the Series 2012A Promissory Note and the effective date of the Series 2012A Promissory Note;

(E) Other Provisions. To determine any other provisions deemed advisable and not in conflict with the provisions of this Resolution or the Order.

Section 4. Series Certificate. The General Manager of the Commission or an Authorized Officer of the Commission shall execute a certificate or certificates evidencing determinations or other actions taken pursuant to the authority granted in this Resolution, and any such certificate or certificates shall be conclusive evidence of the action taken.

Section 5. Form of the Series 2012A Promissory Note. The Series 2012A Promissory Note shall be substantially in the form attached hereto as Appendix B, with such variations, omissions and insertions as are required or permitted by this Resolution or the Order:

Section 6. Method of Payment of the Series 2012A Promissory Note. All principal and interest on the Series 2012A Promissory Note which is payable and is punctually paid or duly provided for shall be made payable by the Commission to DENR on or before each principal and interest payment date.

Section 7. Application of Proceeds of the Series 2012A Promissory Note. Moneys received by the City or the Commission pursuant to the Series 2012A Promissory Note shall be deposited to the credit of the Greenville Utilities Commission Capital Projects Fund in the Sewer Enterprise Fund.

Section 8. Application of Certain Revenues. In accordance with the provisions of Section 507 of the Order and after making the payments required by paragraphs (a) - (e) thereof, the Commission shall withdraw from the Operating Checking Account moneys held for the credit of the Appropriate Operating Funds in such amounts as shall be necessary for the purpose of making principal and interest payments on the Series 2012A Promissory Note to DENR.

Section 9. LGC Approval of the Series 2012A Promissory Note; Execution of the Promissory Note. The City Council recognizes that the North Carolina Local Government Commission (the "LGC") has approved the incurrence of Additional Indebtedness evidenced by the Series 2012A Promissory Note in accordance with the terms and provisions of this Resolution. Based upon the LGC approval of the incurrence of such Additional Indebtedness evidenced by the Series 2012A Promissory Note as hereinabove requested, the form of the Series 2012A Promissory Note presented to the City Council for its consideration is hereby approved in all respects, and the General Manager of the Commission or an Authorized Officer of the Commission are hereby authorized to signify such approval by the execution of the Series 2012A Promissory Note in substantially the form presented, taking into account among other items any changes made pursuant to the delegation set forth in Section 3 of this Resolution, such execution to be conclusive evidence of the approval thereof by the City.

Section 10. Authorization to City and Commission Officials. The officers, agents and employees of the City and the Commission are hereby authorized and directed to do all acts and

things required of them by the provisions of the Series 2012A Promissory Note, the Order and this Resolution for the full, punctual and complete performance of the terms, covenants, provisions and agreements therein.

Section 11. Effective Date. This Resolution shall take effect immediately upon its adoption.

Adopted this the _____ day of August, 2012.

Allen M. Thomas
Mayor

[SEAL]

ATTEST:

Carol L. Barwick
City Clerk

APPENDIX A

THE ADDITIONAL IMPROVEMENTS

The Additional Improvements referenced in the resolution to which this is Appendix A include but are not limited to expenditures to ensure the protection of the raw water intakes, protect the existing channel alignment and stabilize the riverbank with armored, articulated matting for project WCP-99, Water Treatment Plant Raw Water Station Improvements Project.

North Carolina Drinking Water State Revolving Fund

Project No. DWSRF 1074
Schedule B

PROMISSORY NOTE

For value received, the Greenville Utilities Commission, City of Greenville, herein referred to as the "Unit," hereby promises to pay the State of North Carolina the principal sum of One Million Four Hundred Forty Two Thousand Dollars (\$1,442,000) with interest on the unpaid principal sum, from the estimated completion date for a loan made to the Unit by the Department of Environment and Natural Resources for a Water Project, herein referred to as the "Project," until said principal sum shall be paid.

Interest will accrue at the rate of 2.01 percent per annum on the unpaid principal sum from the Drinking Water State Revolving Fund. The first interest payment is due not earlier than six months nor later than twelve months after the certified completion of the Project by The Department of Environment and Natural Resources - Division of Environmental Health. All interest payments will be made semiannually, payable on or before May 1 and November 1. (see attached maturity schedule).

The principal sum shall be repaid in not more than 20 annual installments on May 1, the first principal payment is due not earlier than six months after completion of the Project.

The Unit may be required by the North Carolina Department of Environment and Natural Resources to prepay this note in whole and any further commitment of funds may be withdrawn if the Unit fails to: (i) adopt on or before completion of Project, place into effect, and agree to maintain until the principal sum is paid, a schedule of fees, charges, and other available funds, that will adequately provide for proper operation, maintenance, and administration of the project and for repayment of all principal of and interest on loans; (ii) arrange for necessary financing of the Project within one year of the date of acceptance of a revolving loan; (iii) award a contract for construction of the Project within one year of the date of acceptance of a revolving loan.

The principal sum will be used entirely within the intent of the Drinking Water State Revolving Fund for the purpose of acquiring, constructing and equipping the Project.

The Unit shall keep the Project continuously insured against such risks as are customarily insured against. In case of material damage to the Project, prompt notice shall be given to Department of Environment and Natural Resources. Proceeds from any insurance settlement shall either be used to reduce the unpaid principal amount or replace, repair, rebuild or restore the Project, in the discretion of the unit.

The Project will be made accessible for inspection by any duly authorized representative of the State.

This note is not secured by a pledge of the faith and credit of the State of North Carolina or of the Unit, but is payable solely from the revenues of the Project or benefited systems, or other available funds.

Payments of principal and interest on this Note shall be made directly to Department of Environment and Natural Resources. All obligations of the Unit hereunder shall terminate when all sums due and to become due pursuant to this Note have been paid. This Note shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

The Unit agrees that any other monies due to the unit of local government from the State may be withheld by the State and applied to the payment of this obligation whenever the unit fails to pay any payment of principal or interest on this note when due.

The obligation of the Unit to make payments on this Note and observe all conditions herein stated shall be absolute and unconditional. The Unit shall not suspend or discontinue any such payment on this Note for any cause including, without limitation, failure to complete the Project, failure of title to all or any part of the Project, destruction or condemnation of all or any part of the Project.

In Witness Whereof, the Greenville Utilities Commission, City of Greenville, has caused this Note to be executed as of this date _____.

By _____
Authorized Representative

ACKNOWLEDGMENT OF EXECUTION

STATE OF _____

COUNTY OF _____

This _____ day of _____, 20____, personally came before me _____ who, being by me duly sworn, says that he is the authorized representative of Greenville Utilities Commission, City of Greenville and that the said writing was signed by him, in behalf of said governmental unit by its authority duly given. And the said authorized representative acknowledged the said writing to be the act and deed of the said governmental unit.

Notary Public

My Commission Expires:

(NOTARIAL SEAL)



City of Greenville, North Carolina

Meeting Date: 8/6/2012
Time: 6:00 PM

Title of Item: Report on bids awarded

Explanation: The Director of Financial Services reports that the following bids were awarded during the month of June 2012.

Date Awarded	Description	Vendor	Amount	M/WBE Yes/No
6/13/12	(Qty) 896 - 95 Gallon & (Qty) 588 - 65 Gallon Roll Out Carts	Otto Environmental	\$69,564.68	No

Fiscal Note: Funds for this purchase were included in Budget Ordinance Amendment #11 for the 2011-2012 budget.

Recommendation: That the bid award information be reflected in the City Council minutes.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[Bid Tabulation for Roll Out Carts](#)

**PUBLIC WORKS DEPARTMENT
REQUEST FOR PURCHASE ORDER**

Date:	5-31-12	Account Nos.:	032 7073442 0501	P.O. #:	
Justification:	Build inventory to accomodate anticipated demand			Requested By: Delbert Bryant	
Department Head Approval:	<i>[Signature]</i>			Circle All that Apply	
Division Head /Supervisor Approval:	Delbert Bryant			GF	PB
Division Charged:	Sanitation	Work Order#		SW	Cap. Outlay
				CIP	Adm. to Fax
				Y	N

Vehicle Replacement Allocation

GF %	Acct #	PB %	Acct #	SW %	Acct #
Vendor:	OTTO	Vendor No.:		Contact Person:	Sam Smith
Address:	P.O. Box 11407			Fed ID #:	
City:	Birmingham	State:	AL	Fax #:	980-275-5846
Phone:	252-75-919 414-5846	ZIP:	35246	Minority Status:	

QTY	PRICE	UNIT	DESCRIPTION	ITEM #	COLOR	SIZE	TOTAL
896	\$47.50	ea	OTTO MSD-95C		green	95gal	\$ 42,560. ⁰⁰
							\$ -
							\$ -
588	\$42.61	ea	OTTO MSD 65C		green	65gal	\$ 25,054. ⁶⁸
							\$ -
			OTTO was selected over				\$ -
			Toter carts due to				\$ -
			the ease of putting				\$ -
			the carts together. Our				\$ -
			demand is expected to				\$ -
			increase during July 2012;				\$ -
			therefore, assembly time				\$ -
			is critical for services				\$ -
			and delivery.				\$ -
						SHIPPING	\$ 1,950. ⁰⁰
Price Quote		Vendor Name				SUBTOTAL	\$ -
		Attached					
						TOTAL	\$ 69,564. ⁶⁸



City of Greenville, North Carolina

Meeting Date: 8/6/2012
Time: 6:00 PM

Title of Item: Presentations by Boards and Commissions

- a. Neighborhood Advisory Board
- b. Police Community Relations Committee

Explanation: The Neighborhood Advisory Board and the Police Community Relations Committee are scheduled to make their annual presentations to City Council at the August 6, 2012 meeting.

Fiscal Note: N/A

Recommendation: Hear the presentations by the Neighborhood Advisory Board and the Police Community Relations Committee

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Attachments / click to download



City of Greenville, North Carolina

Meeting Date: 8/6/2012
Time: 6:00 PM

Title of Item: Discussion on modifying the current process by which individuals are selected to serve on the Neighborhood Advisory Board to include appointments made directly by City Council

Explanation: The City of Greenville has 22 boards or commissions. Each of these boards or commissions has all or a portion of its members appointed by City Council (either by the City Council liaison to that specific board or commission, the entire elected body, or some other prescribed method). The lone exception is the Neighborhood Advisory Board, whose membership is appointed by neighborhood liaisons selected by neighborhood associations; they are not appointed by City Council. The attached document provides information on how appointments are made to all of the boards and commissions.

As part of its 2007 City Council goals, the City Council sitting at that time directed Community Development Department staff to prepare a report on creating a City-wide neighborhood advisory commission. In February 2008, City Council received a report from Merrill Flood, Community Development Director, that summarized neighborhood boards and commissions in seven Southeastern cities, and in May 2008, City Council voted unanimously to establish the Neighborhood Advisory Board (NAB) through Ordinance No. 08-53. February 18, 2008, April 10, 2008, and May 8, 2008 City Council agenda items on this subject are attached.

The mission of the NAB is to preserve and strengthen neighborhoods in Greenville through education and information sharing; organization and advocacy; and to advise City staff and City Council. According to the ordinance establishing the entity, 10 voting members—two from each City Council district—comprise the NAB with representatives (or liaisons) from participating neighborhood associations. This structure aims to diffuse power (through representation of each association) and maintain consistent two-way communication via several channels: between liaisons and neighborhood associations, liaisons and NAB members, NAB members and City staff, and NAB members and City Council.

Liaisons. Individual neighborhood associations appoint one liaison and one alternate liaison, who serve at the pleasure of their associations; an association officer must appoint the liaisons in writing to the Neighborhood Liaison/Community Ombudsman. Liaisons represent the interests of their individual neighborhood associations; in contrast, NAB members represent all neighborhoods in their respective City Council districts.

To understand these interests, the NAB's ordinance mandates that NAB members meet with liaisons at least twice annually to receive feedback, although in practice, NAB members encourage liaisons to attend every meeting, which typically attract about 10 liaisons in addition to the NAB members.

Members. At an annual meeting, liaisons from each City Council district nominate and elect other liaisons to become NAB members, serving staggered two-year terms. From these 10 NAB members, members nominate and elect a chair and vice-chair to serve a 1-year term. NAB members, including the chair and vice-chair, are eligible for re-election upon completion of their terms.

Neighborhoods are intensely personal places to the people who reside in them, as these residents experience their unique character and their challenges on a daily basis. This consistent experiential interaction qualifies residents to provide unique perspective and insights often overlooked in larger city-level analyses or comprehensive approaches.

Attached are the following documents to help illustrate the NAB structure and how each element of the NAB performs:

- Figure 1 - NAB Appointment/Election Structure
- Figure 2 - Liaisons' Roles
- Figure 3 - NAB Members' Roles

In addition, you will find the following:

- A list of the City's boards and commissions and their appointments process
- A list of boards and commissions by type of category
- Article H of the City Code on the Neighborhood Advisory Board

Fiscal Note: No fiscal impact at this time.

Recommendation: Consider directing staff to present options, with associated ordinance amendments, for modifying the current Neighborhood Advisory Board selection process to include City Council appointments.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

- [Article H of City Code re NAB](#)
 - [2008 Agenda Item](#)
 - [NAB Interaction Diagram 932557](#)
 - [List of Boards and Commissions 932237](#)
 - [Types of Boards and Commission 932598](#)
-

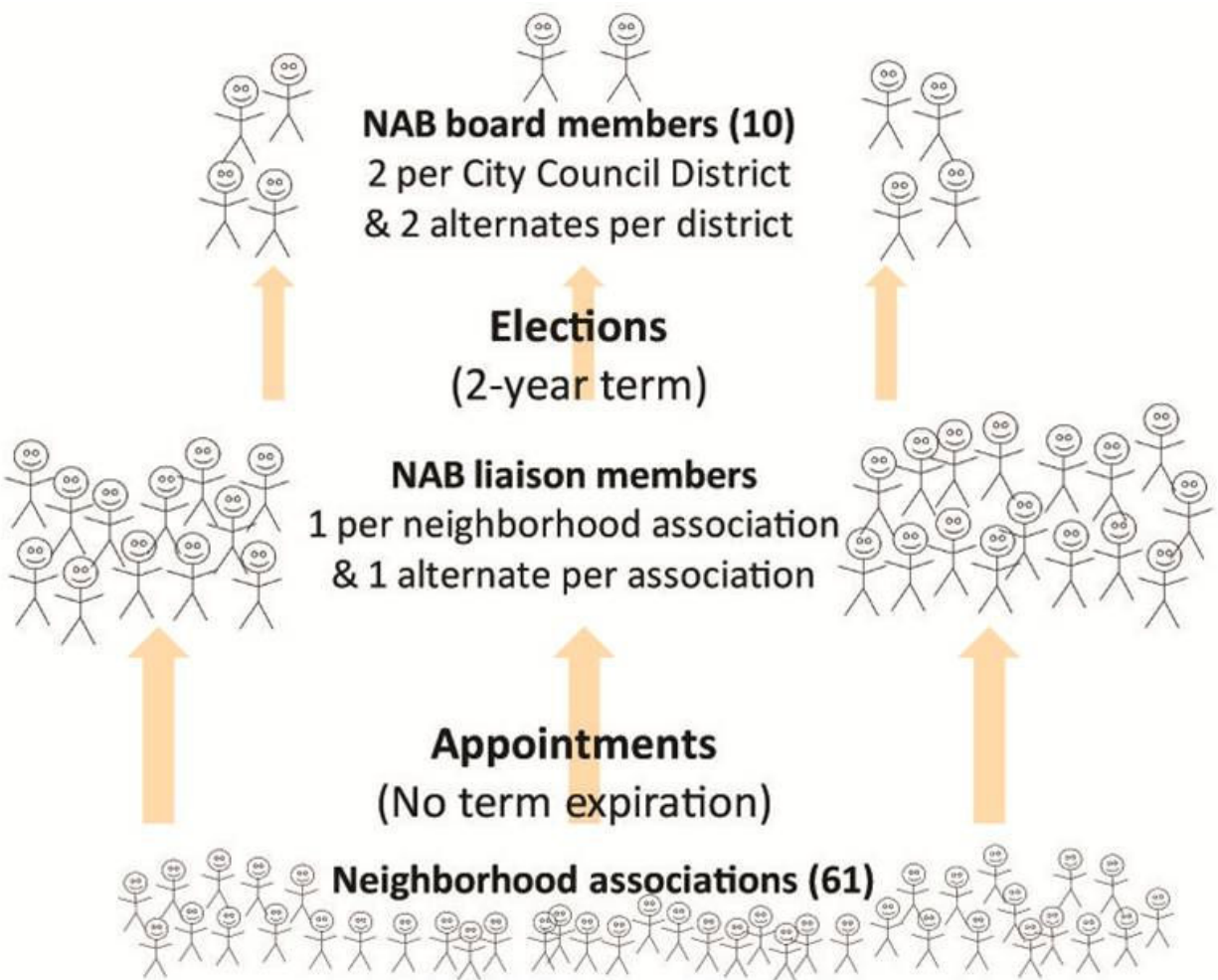
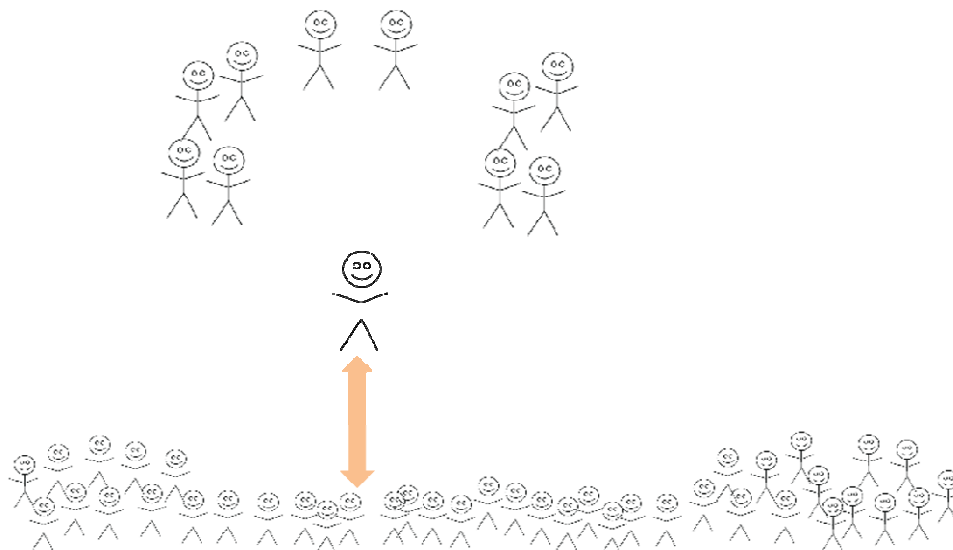


Figure 1. NAB appointment/election structure

Liaisons & alternate liaisons

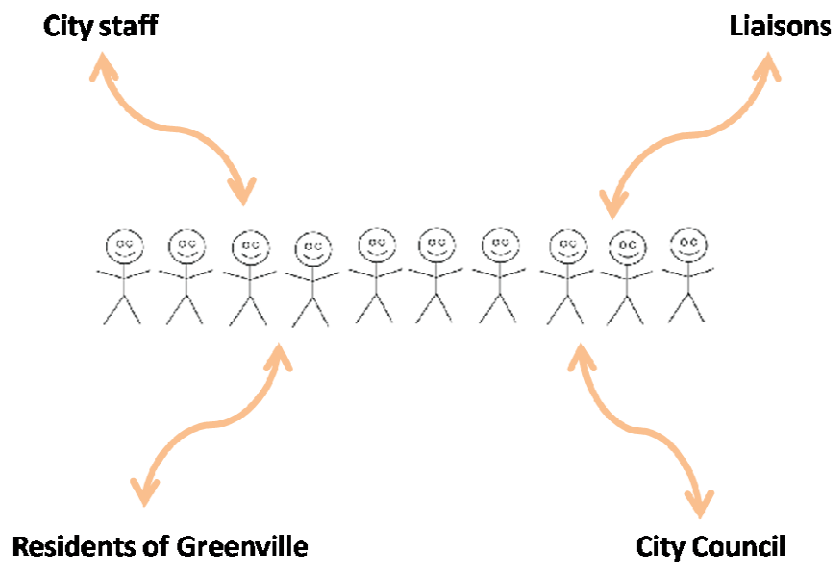
One that establishes and maintains communication for mutual understanding and cooperation.



Forward NAB agendas • NAB report at association meetings • Actively participate in NAB discussions • Ask chair to add issues to agenda • Bring up any last-minute concerns during public comment • Invite neighbors!

Figure 2. Liaisons' roles

Board members



Listen to liaisons and residents • Discern and take appropriate action • Coordinate information-sharing • Attend NAB monthly meetings • Organize citizens • Bring concerns to city staff and/or City Council.

Figure 3. NAB members' roles

City of Greenville Boards and Commissions

1. Affordable Housing Loan Committee

- 8 members of the following professions: banker, lawyer, realtor; or a member of the building profession or developer; a member of a social service organization or local housing group
 - 7 Regular & 1 Alternate appointed by their City Council Liaison

2. Board of Adjustment

- 11 members:
 - 5 Regular & 3 Alternate members are appointed by the City Council in a rotating manner outlined in the Boards & Commissions Policies
 - 2 Regular & 1 Alternate member are appointed by the County

3. Community Appearance Commission

- 11 members
 - All members appointed by their City Council Liaison

4. Environmental Advisory Commission

- 7 members of the following makeup: 1 (one) lawyer or other person with knowledge of environmental regulations and environmental safety practices; 1 (one) building contractor, land developer or someone familiar with construction techniques; 1 (one) member of a local environmental group; 1 (one) educator of the natural or physical sciences or physician; 1 (one) professional engineer; 1 (one) at-large member from the Greenville community; and 1 (one) at-large member from the Greenville community with skills and an interest in environmental health, safety, and/or medicine
 - All members appointed by their City Council Liaison

5. Firefighters Relief Fund Committee

- 5 members:
 - 2 by the City Council
 - 2 by the Firefighters
 - 1 by the Insurance Commission

6. Greenville Bicycle & Pedestrian Commission

- 12 members
 - All members appointed by their City Council Liaison

7. Greenville Utilities Commission

- 8 members

- 6 members are appointed by the City Council on a rotating basis outlined in the Boards & Commissions Policy. They must be bona fide residents of the City and one must be the City Manager
- 2 members are nominated by the Pitt County Board of Commissioners and must be bona fide residents of the County, but outside of the City limits and shall be customers of Greenville Utilities Commission

8. Historic Preservation Commission

- 10 members
 - All members appointed by City Council Liaison

9. Housing Authority

- 7 members
 - All members are appointed by the City Council; 1 by the Mayor and 6 by each of the Council members in a rotating basis outlined in the Boards & Commissions Policy

10. Human Relations Council

- 18 members
 - 15 regular members all appointed by their City Council Liaison, 1 member from East Carolina University, 1 member from Pitt Community College and 1 member from Shaw University

11. Investment Advisory Committee

- 3 members with a background in investing and money management (i.e., bankers, stock brokers, accountants, economists, etc.)
 - All members appointed by the City Council

12. Neighborhood Advisory Board

- 10 members
 - 2 members from each City Council district; each member is appointed by their respective district liaisons; district liaisons are nominated by Neighborhood Associations

13. Pitt-Greenville Airport Authority

- 8 members
 - 3 members are appointed by the City Council in a rotating basis outlined in the Boards & Commissions policy
 - 3 members are appointed by the Pitt County Board of Commissioners
 - 1 Ex Officio member of the City Council
 - 1 Ex Officio member of the Pitt County Board of Commissioners

14. Pitt-Greenville Convention & Visitors Authority

- 11 members
 - 5 members appointed by the City Council
 - 5 members nominated by the City Council and appointed by the County Commissioners
 - 1 member appointed by the Chamber of Commerce

15. Planning & Zoning Commission

- 12 members
 - 7 regular members and 2 alternate members appointed by the City Council on a rotating basis outlined in the Boards & Commissions Policy
 - 2 regular members and 1 alternate member appointed by the Pitt County Board of Commissioners

16. Police Community Relations Committee

- 9 members
 - 7 appointed by the City Council with 1 appointment from each district, 1 appointment from the At-Large member, 1 from the Mayor; 1 member shall be the Police Chief and 1 member shall be the Police Attorney

17. Public Transportation and Parking Commission

- 7 members
 - All members appointed by their City Council Liaison

18. Recreation & Parks Commission

- 9 members
 - All members are appointed by the Mayor and City Council on a rotating basis outlined in the Boards & Commissions Policy

19. Redevelopment Commission

- 7 members
 - All members are appointed by their City Council Liaison

20. Sheppard Memorial Library Board

- 9 members
 - 6 members appointed by the City Council
 - 3 members appointed by the Pitt County Board of Commissioners

21. Youth Council

- 25 members of the following makeup: High School students, grades 9 through 12 with 3 representatives from each of the Pitt County public high schools: J. H. Rose, D. H. Conley, South Central, North Pitt, Ayden-Grifton and Farmville Central; 1 representative from each of the private schools located in Pitt County: Trinity Christian School, Greenville Christian Academy, Calvary Christian Academy, and the Oakwood School; and 1 home schooled student
 - All members appointed by their City Council Liaison

22. Government Access Channel Ad Hoc Advisory Committee

- 7 members
 - All members are appointed by the City Council; 1 by the Mayor and 1 by each of the Council members
- Meets bi-annually
- City residency and being a Suddenlink cable subscriber are requirements

Types of Boards and Commissions

Autonomous Boards:

These boards are structured under general laws or local acts of the state. They are self-governing and function independently of any outside control. They report to the City Council and adhere to policies of the City Council that directly affect board responsibilities.

- Greenville Utilities Commission
- Housing Authority
- Pitt-Greenville Airport Authority
- Pitt-Greenville Convention & Visitors Authority

Quasi-Judicial Boards:

These boards make findings of fact and conclusions of law in handling appeals that affect provisions of the City Code. They are semi-judicial in that their decisions are subject to review in Superior Court.

- Board of Adjustment
- Historic Preservation Commission

Administrative Boards:

These boards carry out administrative functions and administer funds for fulfilling the objectives of an organization.

- Affordable Housing Loan Committee
- Firefighters Relief Fund
- Sheppard Memorial Library Board

Legislative Boards:

These boards enact special policies or ordinances and make decisions concerning meeting legal standards.

- Planning and Zoning Commission
- Redevelopment Commission

Policy Making & Advisory Boards:

These boards develop short-range and long-range goals and make recommendations to the City Council. They administer the Council policies within their respective areas of responsibility. In their advisory capacity, the boards act as important sources of citizen information on a variety of activities that affect the city and residents.

- Community Appearance Commission
- Environmental Advisory Commission
- Government Access Channel Ad Hoc Advisory Committee
- Greenville Bicycle & Pedestrian Commission
- Human Relations Council
- Investment Advisory Committee
- Neighborhood Advisory Board
- Police Community Relations Committee
- Public Transportation and Parking Commission
- Recreation and Parks Commission
- Youth Council

SEC. 2-3-72 RESPONSIBILITIES AND DUTIES.

The Environmental Advisory Commission shall be advisory to the City Council. It will recommend to the City Council matters of city-wide environmental concern and shall serve as technical advisors to the City Council on environmental matters. (Ord. No. 08-27, passed 3-13-2008)

SEC. 2-3-73 ORGANIZATION.

(A) The Environmental Advisory Commission shall adopt bylaws and elect officers from its membership.

(B) The Director of Public Works or designee shall serve as Executive Secretary of the Commission and shall provide technical assistance as necessary. (Ord. No. 08-27, § 1, passed 3-13-2008)

ARTICLE H. NEIGHBORHOOD ADVISORY BOARD

SEC. 2-3-81 DEFINITIONS.

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Board Member. An individual elected by the Liaison Members of the Neighborhood Advisory Board to attend meetings of the Neighborhood Advisory Board, participate in actions of the Neighborhood Advisory Board, and bring to the attention of elected officials and city staff the concerns of the neighborhood associations during the meetings of the Neighborhood Advisory Board.

(Ord. No. 09-88, § 1, passed 10-8-2009)

Liaison Member. An individual appointed by a neighborhood association to represent the association in electing Board Members to the Neighborhood Advisory Board and offering feedback to the Board Members of the Neighborhood Advisory Board.

Neighborhood. An organized residential area within the corporate limits of the City of Greenville.

Neighborhood association. An organized group of residents within a specific neighborhood within the corporate limits of the city and that operates under a formal association bylaws, holds at least two board or membership meetings a year, has elected officers, maintains records of meetings, maintains an association membership roster, and has placed on file with the Neighborhood Liaison/Ombudsman a current set of bylaws and amendments and a list of current officers. There shall be only one “neighborhood association” for each neighborhood.

(Ord. No. 08-53, passed 4-8-2008)

SEC. 2-3-82 CREATION.

There is hereby created the Neighborhood Advisory Board. (Ord. No. 08-53, passed 4-8-2008)

Boards and Commissions

2-19

SEC. 2-3-83 COMPOSITION.

(A) The Neighborhood Advisory Board shall consist of ten regular Board Members, with two regular Board Members being elected from each of the five districts from which Council Members are elected, and five alternate Board Members, with one alternate Board Member being elected from each of the five districts from which Council Members are elected.

(B) Regular Board Members of the Neighborhood Advisory Board shall serve staggered terms with each term being two years. The Neighborhood Advisory Board shall designate which initial regular Board Member from each of the five districts from which Council Members are elected shall have an initial term of one year and which initial regular Board Member from each of the five districts from which Council Members are elected shall have an initial term of two years to the end that thereafter the terms of the regular Board Members from the same district shall not expire at the same time. Alternate Board Members of the Neighborhood Advisory Board shall serve terms of two years.

(C) Each neighborhood association shall appoint a Liaison Member to the Neighborhood Advisory Board and an alternate Liaison Member to the Neighborhood Advisory Board. The Liaison Member and the alternate Liaison Member shall serve at the pleasure of the neighborhood association. The alternate Liaison Member, while attending a meeting of the Liaison Members or of the Neighborhood Advisory Board in the absence of the Liaison Member from the same neighborhood association, may serve as the Liaison Member and shall have and may exercise the powers of the Liaison Member.

(D) The Liaison Members of the Neighborhood Advisory Board shall elect, at a meeting of the Liaison Members established by the Neighborhood Advisory Board for that purpose, the regular Board Members and alternate Board Members of the Neighborhood Advisory Board. Elections shall be conducted annually. With the regular Board Members having staggered terms, one regular Board Member from each of the five districts from which Council Members are elected will be elected annually. One alternate Board Member from each of the five districts from which Council Members are elected will be elected biannually. The Liaison Members of the Neighborhood Advisory Board who represent neighborhood associations of neighborhoods located primarily within a district from which a Council Member is elected shall only be eligible to vote for Board Members for the district. The Board Members of the Neighborhood Advisory Board elected from a district from which a Council Member is elected must be a Liaison Member for a neighborhood association of a neighborhood located primarily within the district. For the purpose of determining eligibility to vote and to serve as a Board Member, a neighborhood is located primarily within the district if the majority of the residences in the neighborhood served by the neighborhood association are located within said district.

(E) Each alternate Board Member of the Neighborhood Advisory Board, while attending any meeting of the Neighborhood Advisory Board and serving in the absence of a regular Board Member, shall have and may exercise all powers and duties of a regular Board Member of the Neighborhood Advisory Board. An alternate Board Member of the Neighborhood Advisory Board may serve only for a regular Board Member of the Neighborhood Advisory Board elected from the same district.

(F) The Neighborhood Liaison/Ombudsman shall serve as an ex-officio, nonvoting member of the Neighborhood Advisory Board.

(G) The Liaison Members of the Neighborhood Advisory Board shall consist of the Liaison Members appointed by each neighborhood association. In addition to electing the Board Members of the Neighborhood Advisory Board in accordance with the provisions of subsection (D) above, the Liaison Members shall offer feedback to the Board Members of the Neighborhood Advisory Board at least twice each year at a meeting of the Neighborhood Advisory Board.

(Ord. No. 08-53, passed 4-8-2008; Ord. No. 09-88, § 2, passed 10-8-2009)

SEC. 2-3-84 MEETINGS; OFFICERS; BYLAWS; RECORDS.

The Neighborhood Advisory Board shall establish a schedule of regular monthly meetings and shall meet as necessary to accomplish its mission statement approved by City Council. At least twice each year, the Neighborhood Advisory Board shall meet with the Liaison Members of the Neighborhood Advisory Board to receive feedback from the Liaison Members. All of the meetings of the Neighborhood Advisory Board shall be public meetings. The Neighborhood Advisory Board will elect from its Board Members a Chair and a Vice-Chair. The Neighborhood Liaison/Ombudsmen or designee shall serve as Secretary. The Secretary shall keep the records of who is in attendance and minutes of the meetings, resolutions, discussions,

findings and recommendations and these records shall be public records. The Neighborhood Advisory Board shall adopt bylaws, not inconsistent with state law or this article, for the transaction of business.
(Ord. No. 08-53, passed 4-8-2008)

SEC. 2-3-85 QUORUM.

(A) In order for the Liaison Members of the Neighborhood Advisory Board to elect Board Members of the Neighborhood Advisory Board for a district, at least 60% of the Liaison Members of the neighborhood associations from that district shall be present at a meeting of the Liaison Members of the Neighborhood Advisory Board.
(Ord. No. 09-88, § 3, passed 10-8-2009)

(B) In order for the Neighborhood Advisory Board to take action, a majority of the Board Members of the Neighborhood Advisory Board shall be present.
(Ord. No. 08-53, passed 4-8-2008)

SEC. 2-3-86 DECISIONS.

All decisions of the Neighborhood Advisory Board, other than the election of Board Members and the approval of amendments to the by laws for the transaction of business of the Neighborhood Advisory Board, shall be by vote of a majority of those Board Members of the Neighborhood Advisory Board present at a meeting of the Neighborhood Advisory Board with a quorum being present. The election of Board Members of the Neighborhood Advisory Board shall be by vote of a majority of the Liaison Members of the Neighborhood Advisory Board eligible to vote for the Board Member, in accordance with the provisions of section 2-3-83(D), at a meeting of the Liaison Members of the Neighborhood Advisory Board with a quorum being present. The approval of an amendment to the by-laws for the transaction of business of the Neighborhood Advisory Board shall be by the number of votes required to approve such an amendment as stated in the by-laws for the transaction of business of the Neighborhood Advisory Board.
(Ord. No. 08-53, passed 4-8-2008; Ord. No. 09-88, § 4, passed 10-8-2009)

SEC. 2-3-87 PURPOSE.

The Neighborhood Advisory Board shall serve as a liaison between the neighborhoods and the City of Greenville. The Neighborhood Advisory Board shall develop its mission statement and submit it for approval to City Council with any amendments deemed appropriate by City Council. The mission statement may include but is not limited to the following purposes:

(A) To serve as a liaison between the neighborhoods and the City of Greenville over issues of common interest;

(B) To serve as an advocate for programs, ideas and methods to promote working relationships between the neighborhoods and with the City of Greenville;

(C) To disseminate information to the neighborhoods and the City of Greenville with regard to issues of healthy, strong and vibrant neighborhoods;

(D) To assist and promote neighborhood education efforts concerning ways to develop, revitalize and maintain healthy, strong and vibrant neighborhoods;

(E) To increase citizen participation in neighborhood revitalization and development; and

(F) To provide information to new neighborhood associations and encourage formation of new neighborhood associations.
(Ord. No. 08-53, § 1, passed 5-8-2008)



City of Greenville, North Carolina

Meeting Date: 2/18/2008
Time: 6:00 PM

Title of Item: Ordinance creating the Greenville Neighborhood Advisory Council

Explanation: Action item #3 of Objective E, Goal number 6 of the 2007 Goals of City Council, called for the development of a Neighborhood Commission. Staff has completed this item and submits the following plan for consideration by City Council.

Background

Greenville Neighborhood Advisory Council

Information was gathered from seven cities in the development of a recommendation for the Greenville Neighborhood Advisory Council. The cities consulted were Greensboro, Raleigh, Winston-Salem, and Durham, North Carolina; Hampton and Chesapeake, Virginia; and Spartanburg, South Carolina. A brief summary of the purpose of each committee from the cities surveyed is below.

1. Raleigh, North Carolina

The City of Raleigh's Neighborhood Commission is made up of representatives from geographic districts of the City rather than individual neighborhood association representatives. One representative from each district is appointed to serve on the Commission. These representatives are the liaisons between the city government and the districts. Because the city is divided into districts, there are more diverse needs and concerns versus a single neighborhood that the representative has to address. The Commission provides input to the City of Raleigh on a number of neighborhood issues. Because of the growth of the City of Raleigh, redistricting was slated to occur in January 2008. After the redistricting has occurred, Raleigh's goal is to revise its Commission so that it is based on neighborhoods rather than districts, which are much larger.

2. Winston-Salem, North Carolina

The City of Winston-Salem has a Community Services Division within the Neighborhood Services Department. Community Services staff are assigned to neighborhoods within the city. These employees are responsible for providing

assistance to neighborhoods on planning issues and neighborhood projects under consideration. They also act as liaisons between neighborhoods and specific City Departments/Divisions. The Community Services unit is also responsible for facilitating the Annual Winston-Salem Citywide Neighborhood Conference. There is not a designated neighborhood committee or commission.

3. Greensboro, North Carolina

Committees and commissions in the City of Greensboro are divided by type of board, such as Policy Making and Advisory Boards, Legislative Boards, Administrative Boards, Quasi-Judicial Boards, and Autonomous Boards. The City does not have a designated neighborhood advisory committee or commission. Neighborhood issues are addressed by the City of Greensboro staff based upon the areas that require assistance.

4. Durham, North Carolina

The City of Durham has a neighborhood committee called the Inter-Neighborhood Council. Membership on the Council is composed of neighborhood organizations within the City of Durham. The Inter-Neighborhood Council works to increase the influence of neighborhoods within the city on issues that affect them. The City of Durham's Neighborhood Improvement Services Department's Community Relations unit serves as staff to the Council, which provides services to neighborhoods and works to increase resident involvement in neighborhood improvements initiatives.

5. Hampton, Virginia

The City of Hampton has a Neighborhood Commission that is composed of 10 neighborhood representatives, 3 city representatives, 6 institutional representatives, and 2 youth representatives. The Neighborhood Commission is supported by the Neighborhood Services Division. The Commission assists with organizing and planning neighborhoods, conducting projects, and development of strategic neighborhood action plans. Members are appointed by the Hampton City Council and represent districts rather than specific neighborhoods.

6. Chesapeake, Virginia

The City of Chesapeake has a Neighborhood Services Coordination Division, which is responsible for addressing the needs of neighborhoods. This division provides guidance in accessing city services to address neighborhood needs, generates neighborhood actions on issues related to community needs, disseminates information about city services, and assists with organizing civic leagues and neighborhood associations. The City of Chesapeake does not have a designated neighborhood committee or commission. Many neighborhood issues are addressed through Civic Leagues.

7. Spartanburg, South Carolina

The City of Spartanburg established a Citizens Advisory Council to provide a mechanism where neighborhood groups, associations, neighborhood watch, tenant associations, and other groups that handle neighborhood issues could discuss issues collectively. The Citizens Advisory Council is made up of two groups: a general membership comprised of a member of each recognized neighborhood group/association; and an Executive Committee. The general

membership of the Citizens Advisory Committee meets six times per year and the Executive Committee meets two times per year. Sub-committees are established for special projects of the Council. The Council is considered as an advisory group to the Mayor and City Council.

Recommendations for the Greenville Neighborhood Advisory Council

Based upon the research and analysis performed by staff, a neighborhood council comprised of representatives of recognized neighborhood associations operating could be established by the City Council to provide advice and recommendations to City Council on neighborhood issues. In order for the neighborhood council to be successful and to allow persons to attend and participate in neighborhood meetings, quarterly neighborhood council meetings are recommended. The proposed plan listed below could be established as the Neighborhood Advisory Council's role.

City of Greenville Neighborhood Advisory Council

Mission: To provide a mechanism that allows neighborhood associations to collaborate on issues of mutual interest, provide a forum for communication with city elected officials and staff, empower neighborhoods to actively develop, revitalize and help to maintain healthy, strong and more vibrant neighborhoods.

Membership: Membership on the Neighborhood Advisory Council is open to recognized Greenville neighborhood associations' representatives. One representative from each recognized Neighborhood Association will be invited to serve on the Neighborhood Advisory Council. A recognized neighborhood association is one that 1) has adopted bylaws, 2) holds scheduled meetings (a minimum of two meetings per year), and 3) has officers as required by the association's bylaws. (Required officers for recognized neighborhood associations usually consist of a president, vice-president, secretary and treasurer).

Representation: Representation for the Greenville Neighborhood Advisory Council will be comprised of one representative from each recognized neighborhood association. The Neighborhood Advisory Council will elect a chairperson, vice-chairperson, and secretary. The role of the chairperson will be to conduct the meetings. In the event that the chairperson is unable to attend a meeting or participate, the vice-chairperson will conduct the meeting. The secretary will be responsible for recording minutes of the Neighborhood Advisory Council. The Neighborhood Advisory Council members shall elect officers annually in January of each year. The Neighborhood Liaison of the Community Development Department will serve as an Ex-Officio member of the Neighborhood Advisory Council. The Neighborhood Liaison will determine the eligibility of a neighborhood representative for membership to the council.

Focus of the Greenville Advisory Council

- Provide support and guidance to neighborhoods within the City of Greenville.
- Assist neighborhoods within the city on accessing resources/services available to neighborhoods to address issues.

- Provide information to new neighborhood associations and encourage formation of new neighborhood associations.
- Provide information to Greenville City Council on issues affecting neighborhoods.
- Increase citizens participation in neighborhood revitalization and development.
- Make recommendations to the City Council on neighborhood issues.
- Assist neighbors in developing proactive neighborhood programs, such as a community watch, and neighborhood leadership programs.
- Recommend programs for consideration by the City that will empower citizens to make their neighborhoods better places to live, work and play.
- Review and approve grant applications submitted for funding under the City of Greenville Neighborhood Grant program.

Meetings

The Neighborhood Advisory Council will meet each quarter and once a year at the invitation of the City Council to provide a report of the council's activities. The Neighborhood Liaison of the Community Development Department will provide staff support to the Neighborhood Advisory Council. The Neighborhood Advisory Council may from time to time appoint ad hoc committees necessary to conduct special studies, projects, and programs. Such committees would exist at the discretion of the Neighborhood Advisory Council. The Greenville City Council will establish attendance policies for the Neighborhood Advisory Council and make decisions on other policies needed that will govern the work of the Neighborhood Advisory Council.

Fiscal Note:

There are no known direct costs with the creation of the commission. The Neighborhood Liaison/Ombudsman position approved in the 2007-08 adopted budget will be assigned the responsibility of supporting the Neighborhood Council.

Recommendation:

Approval of the ordinance creating the Neighborhood Advisory Council.

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ORDINANCE NO. 08-_____

AN ORDINANCE AMENDING CHAPTER 3 OF TITLE 2 OF THE CITY CODE BY ADDING AN ARTICLE G WHICH ESTABLISHES A NEIGHBORHOOD ADVISORY COUNCIL

WHEREAS, the City Council has determined there is the need within the City of Greenville for the establishment of a Neighborhood Advisory Council;

WHEREAS, it has been determined that a central forum for neighborhood associations to establish common goals and avenues of mutual interest including communication channels between citizens, elected officials, and city staff is important to improving livability of the City of Greenville;.

WHEREAS, it is the desire of the elected officials and staff of the City to assist neighborhood associations in understanding the City of Greenville Code of Ordinances; and

WHEREAS, it is recognized that having an all-inclusive community involves all neighborhoods working together.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA:

Section 1: That Chapter 3 of Title 2 of the Greenville City Code be amended by adding a new G entitled "GREENVILLE NEIGHBORHOOD ADVISORY COUNCIL." This article shall read as follows:

.Article G. Greenville Neighborhood Advisory Council

Sec. 2-3-71. Definitions.

Neighborhood shall mean an organized residential area within the corporate limits of the City of Greenville.

Neighborhood association shall mean an organized group of residents within a specific neighborhood within the corporate limits of the City of Greenville and that operates under a formal association by-laws; holds regular meetings; has elected officers; maintains records of meetings; and who has placed on file with the Neighborhood Liaison/Ombudsman a current set of by-laws and amendments, list of current officers, and a current association membership roster. There shall be only one association per neighborhood.

Liaison shall mean individual appointed by a neighborhood association to represent the association on the Neighborhood Advisory Council ("advisory council") to attend meetings of the advisory council, participate in actions of the advisory council, and bring to the attention of elected officials and staff the concerns of the neighborhood association during the regular meetings of the advisory council.

Sec. 2-3-72. Composition.

Each neighborhood association as defined in this chapter shall appoint a liaison member to the

Neighborhood Advisory Council. The liaison shall serve at the pleasure of the neighborhood association. The Neighborhood Liaison/Ombudsman shall serve as an ex-officio member of the Neighborhood Advisory Council.

Sec. 2-3-73. Meetings; officers; records; notices.

The Neighborhood Advisory Council shall hold at least one (1) meeting per quarter. All of its meetings shall be open to the public. Within thirty (30) days of the first meeting, the advisory council will elect a chair, a vice-chair and a secretary. It may create other officers as it determines and shall adopt by-laws to determine responsibilities of the officers. The secretary shall keep the records of who is in attendance and minutes of the meetings, its resolutions, discussions, findings, and recommendations. Such records shall be open to the public. Notices of all regular meetings shall be published not less than seven (7) calendar days in the manner and location prescribed for other public bodies within the City of Greenville.

Sec. 2-3-74. Quorum.

For the purposes of this article, to conduct business, the Neighborhood Advisory Council shall have not less than sixty (60%) percent of the associations listed with the Neighborhood Liaison/Ombudsman.

Sec. 2-3-75. Purpose.

The Greenville Neighborhood Advisory Council as a liaison between the neighborhoods and the City of Greenville and consistent with the intent of the actions of the Advisory Council states that its purpose is:

- (a). To serve as a liaison between the neighborhoods and the City of Greenville over issues of common interest;
- (b). To serve as an advocate for programs, ideas and methods to promote working relationships between the neighborhoods and with the City of Greenville;
- (c). To disseminate information to the neighborhoods and the City of Greenville with regard to issues of healthy, strong and vibrant neighborhoods;
- (d). To assist and promote neighborhood education efforts concerning ways to develop, revitalize, and maintain healthy, strong and vibrant neighborhoods;
and
- (e). To increase citizen participation in neighborhood revitalization and development.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

Section 4. This ordinance will become effective on the ____ day of _____, 2008.

This the 18th day of February, 2008.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk



City of Greenville, North Carolina

Meeting Date: 4/10/2008
Time: 7:00 PM

Title of Item: Ordinance creating the Greenville Neighborhood Advisory Council

Explanation: Action item #3 of Objective E, Goal Number 6 of the 2007 Goals of City Council called for the development of a Neighborhood Commission. Staff submitted the following plan for consideration at the February 18, 2008 City Council meeting. The City Council took no action on the proposed ordinance and requested that staff provide additional information on the neighborhood commissions in Raleigh and Durham. The requested information was provided to the City Council on February 29, 2008. During the March 13, 2008 City Council meeting, Councilmember Spell requested that this item be added to the April City Council agenda.

Background

Greenville Neighborhood Advisory Council

Information was gathered from seven cities in the development of a recommendation for the Greenville Neighborhood Advisory Council. The cities consulted were Greensboro, Raleigh, Winston-Salem, and Durham, North Carolina; Hampton and Chesapeake, Virginia; and Spartanburg, South Carolina. A brief summary of the purpose of each committee from the cities surveyed is below.

1. Raleigh, North Carolina

The City of Raleigh's Neighborhood Commission is made up of representatives from geographic districts of the City rather than individual neighborhood association representatives. One representative from each district is appointed to serve on the Commission. These representatives are the liaisons between the city government and the districts. Because the city is divided into districts, there are more diverse needs and concerns versus a single neighborhood that the representative has to address. The Commission provides input to the City of Raleigh on a number of neighborhood issues. Because of the growth of the City of Raleigh, redistricting was slated to occur in January 2008. After the redistricting has occurred, Raleigh's goal is to revise its Commission so that it is based on neighborhoods rather than districts, which are much larger.

2. Winston-Salem, North Carolina

The City of Winston-Salem has a Community Services Division within the Neighborhood Services Department. Community Services staff are assigned to neighborhoods within the city. These employees are responsible for providing assistance to neighborhoods on planning issues and neighborhood projects under consideration. They also act as liaisons between neighborhoods and specific City Departments/Divisions. The Community Services unit is also responsible for facilitating the Annual Winston-Salem Citywide Neighborhood Conference. There is not a designated neighborhood committee or commission.

3. Greensboro, North Carolina

Committees and commissions in the City of Greensboro are divided by type of board, such as Policy Making and Advisory Boards, Legislative Boards, Administrative Boards, Quasi-Judicial Boards, and Autonomous Boards. The City does not have a designated neighborhood advisory committee or commission. Neighborhood issues are addressed by the City of Greensboro staff based upon the areas that require assistance.

4. Durham, North Carolina

The City of Durham has a neighborhood committee called the Inter-Neighborhood Council. Membership on the Council is composed of neighborhood organizations within the City of Durham. The Inter-Neighborhood Council works to increase the influence of neighborhoods within the city on issues that affect them. The City of Durham's Neighborhood Improvement Services Department's Community Relations unit serves as staff to the Council, which provides services to neighborhoods and works to increase resident involvement in neighborhood improvements initiatives.

5. Hampton, Virginia

The City of Hampton has a Neighborhood Commission that is composed of 10 neighborhood representatives, 3 city representatives, 6 institutional representatives, and 2 youth representatives. The Neighborhood Commission is supported by the Neighborhood Services Division. The Commission assists with organizing and planning neighborhoods, conducting projects, and development of strategic neighborhood action plans. Members are appointed by the Hampton City Council and represent districts rather than specific neighborhoods.

6. Chesapeake, Virginia

The City of Chesapeake has a Neighborhood Services Coordination Division, which is responsible for addressing the needs of neighborhoods. This division provides guidance in accessing city services to address neighborhood needs, generates neighborhood actions on issues related to community needs, disseminates information about city services, and assists with organizing civic leagues and neighborhood associations. The City of Chesapeake does not have a designated neighborhood committee or commission. Many neighborhood issues are addressed through civic leagues.

7. Spartanburg, South Carolina

The City of Spartanburg established a Citizens Advisory Council to provide a

mechanism where neighborhood groups, associations, neighborhood watch, tenant associations, and other groups that handle neighborhood issues could discuss issues collectively. The Citizens Advisory Council is made up of two groups: a general membership comprised of a member of each recognized neighborhood group/association; and an Executive Committee. The general membership of the Citizens Advisory Committee meets six times per year, and the Executive Committee meets two times per year. Sub-committees are established for special projects of the Council. The Council is considered as an advisory group to the Mayor and City Council.

Recommendations for the Greenville Neighborhood Advisory Council

Based upon the research and analysis performed by staff, a neighborhood council comprised of representatives of recognized neighborhood associations could be established by the City Council to provide advice and recommendations to City Council on neighborhood issues. In order for the neighborhood council to be successful and to allow persons to attend and participate in neighborhood meetings, quarterly neighborhood council meetings are recommended. The proposed plan listed below could be established as the Neighborhood Advisory Council's role.

City of Greenville Neighborhood Advisory Council

Mission: To provide a mechanism that allows neighborhood associations to collaborate on issues of mutual interest; provide a forum for communication with city elected officials and staff; empower neighborhoods to actively develop, revitalize and help to maintain healthy, strong and more vibrant neighborhoods.

Membership: Membership on the Neighborhood Advisory Council is open to recognized Greenville neighborhood associations' representatives. One representative from each recognized Neighborhood Association will be invited to serve on the Neighborhood Advisory Council. A recognized neighborhood association is one that 1) has adopted bylaws, 2) holds scheduled meetings (a minimum of two meetings per year), and 3) has officers as required by the association's bylaws. (Required officers for recognized neighborhood associations usually consist of a president, vice-president, secretary, and treasurer).

Representation: Representation for the Greenville Neighborhood Advisory Council will be comprised of one representative from each recognized neighborhood association. The Neighborhood Advisory Council will elect a chairperson, vice-chairperson, and secretary. The role of the chairperson will be to conduct the meetings. In the event that the chairperson is unable to attend a meeting or participate, the vice-chairperson will conduct the meeting. The secretary will be responsible for recording minutes of the Neighborhood Advisory Council. The Neighborhood Advisory Council members shall elect officers annually in January of each year. The Neighborhood Liaison of the Community Development Department will serve as an Ex-Officio member of the Neighborhood Advisory Council. The Neighborhood Liaison will determine the eligibility of a neighborhood representative for membership to the council.

Focus of the Greenville Advisory Council

- Provide support and guidance to neighborhoods within the city of Greenville.
- Assist neighborhoods within the city on accessing resources/services available to neighborhoods to address issues.
- Provide information to new neighborhood associations and encourage formation of new neighborhood associations.
- Provide information to Greenville City Council on issues affecting neighborhoods.
- Increase citizens participation in neighborhood revitalization and development.
- Make recommendations to the City Council on neighborhood issues.
- Assist neighbors in developing proactive neighborhood programs, such as a community watch and neighborhood leadership programs.
- Recommend programs for consideration by the City that will empower citizens to make their neighborhoods better places to live, work, and play.
- Review and approve grant applications submitted for funding under the City of Greenville Neighborhood Grant program.

Meetings

The Neighborhood Advisory Council will meet each quarter and once a year at the invitation of the City Council to provide a report of the Council's activities. The Neighborhood Liaison of the Community Development Department will provide staff support to the Neighborhood Advisory Council. The Neighborhood Advisory Council may from time to time appoint ad hoc committees necessary to conduct special studies, projects, and programs. Such committees would exist at the discretion of the Neighborhood Advisory Council. The Greenville City Council will establish attendance policies for the Neighborhood Advisory Council and make decisions on other policies needed that will govern the work of the Neighborhood Advisory Council.

Fiscal Note:

There are no known direct costs with the creation of the commission. The Neighborhood Liaison/Ombudsman position approved in the 2007-08 adopted budget will be assigned the responsibility of supporting the Neighborhood Council.

Recommendation:

City Council review and consider the proposed ordinance creating the Neighborhood Advisory Council.

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ORDINANCE NO. 08-_____

AN ORDINANCE AMENDING CHAPTER 3 OF TITLE 2 OF THE CITY CODE BY ADDING AN ARTICLE G WHICH ESTABLISHES A NEIGHBORHOOD ADVISORY COUNCIL

WHEREAS, the City Council has determined there is the need within the City of Greenville for the establishment of a Neighborhood Advisory Council;

WHEREAS, it has been determined that a central forum for neighborhood associations to establish common goals and avenues of mutual interest including communication channels between citizens, elected officials, and city staff is important to improving livability of the City of Greenville;.

WHEREAS, it is the desire of the elected officials and staff of the City to assist neighborhood associations in understanding the City of Greenville Code of Ordinances; and

WHEREAS, it is recognized that having an all-inclusive community involves all neighborhoods working together;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA:

Section 1: That Chapter 3 of Title 2 of the Greenville City Code be amended by adding a new G entitled "GREENVILLE NEIGHBORHOOD ADVISORY COUNCIL." This article shall read as follows:

.Article G. Greenville Neighborhood Advisory Council

Sec. 2-3-71. Definitions.

Neighborhood shall mean an organized residential area within the corporate limits of the City of Greenville.

Neighborhood association shall mean an organized group of residents within a specific neighborhood within the corporate limits of the City of Greenville and that operates under a formal association by-laws; holds regular meetings; has elected officers; maintains records of meetings; and has placed on file with the Neighborhood Liaison/Ombudsman a current set of by-laws and amendments, list of current officers, and a current association membership roster. There shall be only one association per neighborhood.

Liaison shall mean individual appointed by a neighborhood association to represent the association on the Neighborhood Advisory Council ("advisory council") to attend meetings of the advisory council, participate in actions of the advisory council, and bring to the attention of elected officials and staff the concerns of the neighborhood association during the regular meetings of the advisory council.

Sec. 2-3-72. Composition.

Each neighborhood association as defined in this chapter shall appoint a liaison member to the

Neighborhood Advisory Council. The liaison shall serve at the pleasure of the neighborhood association. The Neighborhood Liaison/Ombudsman shall serve as an ex-officio member of the Neighborhood Advisory Council.

Sec. 2-3-73. Meetings; officers; records; notices.

The Neighborhood Advisory Council shall hold at least one (1) meeting per quarter. All of its meetings shall be open to the public. Within thirty (30) days of the first meeting, the advisory council will elect a chair, a vice-chair, and a secretary. It may create other officers as it determines and shall adopt by-laws to determine responsibilities of the officers. The secretary shall keep the records of who is in attendance and minutes of the meetings, its resolutions, discussions, findings, and recommendations. Such records shall be open to the public. Notices of all regular meetings shall be published not less than seven (7) calendar days in the manner and location prescribed for other public bodies within the City of Greenville.

Sec. 2-3-74. Quorum.

For the purposes of this article, to conduct business, the Neighborhood Advisory Council shall have not less than sixty (60%) percent of the associations listed with the Neighborhood Liaison/Ombudsman.

Sec. 2-3-75. Purpose.

The Greenville Neighborhood Advisory Council as a liaison between the neighborhoods and the City of Greenville and consistent with the intent of the actions of the Advisory Council states that its purpose is:

- (a). To serve as a liaison between the neighborhoods and the City of Greenville over issues of common interest;
- (b). To serve as an advocate for programs, ideas and methods to promote working relationships between the neighborhoods and with the City of Greenville;
- (c). To disseminate information to the neighborhoods and the City of Greenville with regard to issues of healthy, strong and vibrant neighborhoods;
- (d). To assist and promote neighborhood education efforts concerning ways to develop, revitalize, and maintain healthy, strong and vibrant neighborhoods;
and
- (e). To increase citizen participation in neighborhood revitalization and development.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

Section 4. This ordinance will become effective on the ____ day of _____, 2008.

This the _____ day of _____, 2008.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk



City of Greenville, North Carolina

Meeting Date: 5/8/2008
Time: 7:00 PM

Title of Item: Ordinance creating the Neighborhood Advisory Board

Explanation: One of the 2007 Goals of City Council called for the development of a neighborhood commission. Staff submitted a plan for consideration at the February 18, 2008, City Council meeting. City Council took no action on the proposed ordinance and requested that staff provide additional information on the neighborhood commissions in Raleigh and Durham. The requested information was provided to City Council on February 29, 2008. During the March 13, 2008, City Council meeting, Council Member Spell requested that this item be added to the April City Council agenda. At its April 10, 2008, meeting, City Council considered the attached memo from Council Member Spell, expressed agreement with the proposal contained in the memo, and directed that an ordinance be prepared which will accomplish the proposal contained in the memo.

Attached is the requested ordinance which establishes the Neighborhood Advisory Board. Some highlights of the ordinance provisions are as follows:

- 1) The composition of the Board is ten (10) Board Members with two (2) Board Members being elected from each of the five (5) districts from which Council Members are elected.
- 2) Board Members are elected annually by the Liaison Members appointed from each neighborhood association which represents a neighborhood located primarily within the district from which a Council Member is elected. To be eligible to be elected as a Board Member for a district, the person must be a Liaison Member appointed by a neighborhood association which represents a neighborhood located primarily within the district.
- 3) The Neighborhood Advisory Board is to establish a schedule of regular monthly meetings and meet as necessary to accomplish its mission. The Board is also to meet at least twice each year with the Liaison Members appointed by the neighborhood associations.
- 4) The Neighborhood Advisory Board is to develop its mission statement and

submit it for approval to City Council with any amendments deemed appropriate by City Council.

5) The Neighborhood Liaison/Ombudsmen position will be an ex-officio, non-voting member of the Board and will serve as the secretary to the Board.

Fiscal Note:

The costs associated with the Neighborhood Advisory Board will be absorbed within the budget of the Community Development Department. An estimate of the annual expense related to the activities of the Board is \$17,137. This estimate is detailed in the attached memo from Director of Community Development Merrill Flood.

Recommendation:

Consistent with Council's previous direction, it is recommended that the attached ordinance creating the Neighborhood Advisory Board be approved.

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- [Memo from Larry Speel](#)
- [Memo From Merrill Flood](#)
- [Neighborhood Advisroy Committee Ordinance 760515](#)

ORDINANCE NO. 08-_____
AN ORDINANCE AMENDING CHAPTER 3 OF TITLE 2 OF THE CITY CODE
BY ADDING AN ARTICLE H WHICH ESTABLISHES A
NEIGHBORHOOD ADVISORY BOARD

WHEREAS, the City Council has determined there is the need within the City of Greenville for the establishment of a Neighborhood Advisory Board;

WHEREAS, it has been determined that a central forum for neighborhood associations to establish common goals and avenues of mutual interest including communication channels between citizens, elected officials, and city staff is important to improving livability of the City of Greenville;

WHEREAS, it is the desire of the elected officials and staff of the City to assist neighborhood associations in understanding the City of Greenville Code of Ordinances; and

WHEREAS, it is recognized that having an all-inclusive community involves all neighborhoods working together;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA:

Section 1: That Chapter 3 of Title 2 of the Greenville City Code be amended by adding a new Article H entitled "Neighborhood Advisory Board," said article shall read as follows:

Article H. Neighborhood Advisory Board

Sec. 2-3-81. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Board Member shall mean an individual elected by the Liaison Members of the Neighborhood Advisory Board to attend meetings of the Neighborhood Advisory Board, participate in actions of the Neighborhood Advisory Board, and bring to the attention of elected officials and city staff the concerns of the neighborhood associations during the regular meetings of the Neighborhood Advisory Board.

Neighborhood shall mean an organized residential area within the corporate limits of the City of Greenville.

Neighborhood association shall mean an organized group of residents within a specific neighborhood within the corporate limits of the City of Greenville and that operates under a formal association by-laws, holds at least two board or membership meetings a year, has elected officers, maintains records of meetings, maintains an association membership roster, and has placed on file with the Neighborhood Liaison/Ombudsman a current set of by-laws and amendments and a list of current officers. There shall be only one neighborhood association for each neighborhood.

Liaison Member shall mean an individual appointed by a neighborhood association to represent the association in electing Board Members to the Neighborhood Advisory Board and offering feedback to the Board Members of the Neighborhood Advisory Board.

Sec. 2-3-82. Creation.

There is hereby created the Neighborhood Advisory Board.

Sec. 2-3-72. Composition.

(a) The Neighborhood Advisory Board shall consist of ten (10) Board Members with two (2) Board Members being elected from each of the five (5) districts from which Council Members are elected.

(b) Each neighborhood association shall appoint a Liaison Member to the Neighborhood Advisory Board and an alternate Liaison Member to the Neighborhood Advisory Board. The Liaison Member and the alternate Liaison Member shall serve at the pleasure of the neighborhood association. The alternate Liaison Member, while attending a meeting of the Liaison Members or of the Neighborhood Advisory Board in the absence of the Liaison Member from the same neighborhood association, may serve as the Liaison Member and shall have and may exercise the powers of the Liaison Member.

(c) The Liaison Members of the Neighborhood Advisory Board shall elect at the initial meeting of the Liaison Members and annually thereafter, at a meeting of the Liaison Members established by the Neighborhood Advisory Board for that purpose, ten (10) Board Members of the Neighborhood Advisory Board with two (2) Board Members being elected from each of the five (5) districts from which Council Members are elected. The Liaison Members of the Neighborhood Advisory Board who represent neighborhood associations of neighborhoods located primarily within a district from which a Council Member is elected shall only be eligible to vote for Board Members for said district. The Board Members of the Neighborhood Advisory Board elected from a district from which a Council Member is elected must be a Liaison Member for a neighborhood association of a neighborhood located primarily within said district. For the purpose of determining eligibility to vote and to serve as a Board Member, a neighborhood is located primarily within the district if the majority of the residences in the neighborhood served by the neighborhood association are located within said district.

(d) The Neighborhood Liaison/Ombudsman shall serve as an ex-officio, non-voting member of the Neighborhood Advisory Board.

(e) The Liaison Members of the Neighborhood Advisory Board shall consist of the Liaison Members appointed by each neighborhood association. In addition to electing the Board Members of the Neighborhood Advisory Board in accordance with the provisions of subsection 2-3-72(b), the Liaison Members shall offer feedback to the Board Members of the Neighborhood Advisory Board at least twice each year at a meeting of the Neighborhood Advisory Board..

Sec. 2-3-73. Meetings; officers; by-laws; records.

The Neighborhood Advisory Board shall establish a schedule of regular monthly meetings and shall meet as necessary to accomplish its mission statement approved by City Council. At least twice each year

year, the Neighborhood Advisory Board shall meet with the Liaison Members of the Neighborhood Advisory Board to receive feedback from the Liaison Members. All of the meetings of the Neighborhood Advisory Board shall be public meetings. The Neighborhood Advisory Board will elect from its Board Members a chair and a vice-chair. The Neighborhood Liaison/Ombudsmen or designee shall serve as secretary. The secretary shall keep the records of who is in attendance and minutes of the meetings, resolutions, discussions, findings, and recommendations and these records shall be public records. The Neighborhood Advisory Board shall adopt by-laws, not inconsistent with state law or this article, for the transaction of business.

Sec. 2-3-74. Quorum.

(a) In order for the Liaison Members of the Neighborhood Advisory Board to elect Board Members of the Neighborhood Advisory Board, at least sixty (60%) percent of the Liaison Members of the neighborhood associations shall be present.

(b) In order for the Neighborhood Advisory Board to take action, a majority of the Board Members of the Neighborhood Advisory Board shall be present.

Sec. 2-3-75. Decisions.

All decisions of the Neighborhood Advisory Board other than the election of Board Members, shall be by vote of a majority of those Board Members of the Neighborhood Advisory Board present at a meeting of the Neighborhood Advisory Board with a quorum being present. The election of Board Members of the Neighborhood Advisory Board shall be by vote of a majority of the Liaison Members of the Neighborhood Advisory Board eligible to vote for the Board Member, in accordance with the provisions of subsection 2-3-72(b), at a meeting of the Liaison Members of the Neighborhood Advisory Board with a quorum being present.

Sec. 2-3-76. Purpose.

The Neighborhood Advisory Board shall serve as a liaison between the neighborhoods and the City of Greenville. The Neighborhood Advisory Board shall develop its mission statement and submit it for approval to City Council with any amendments deemed appropriate by City Council. The mission statement may include, but is not limited to, the following purposes:

- (a). To serve as a liaison between the neighborhoods and the City of Greenville over issues of common interest;
- (b). To serve as an advocate for programs, ideas and methods to promote working relationships between the neighborhoods and with the City of Greenville;
- (c). To disseminate information to the neighborhoods and the City of Greenville with regard to issues of healthy, strong and vibrant neighborhoods;
- (d). To assist and promote neighborhood education efforts concerning ways to develop, revitalize, and maintain healthy, strong and vibrant neighborhoods;

- (e). To increase citizen participation in neighborhood revitalization and development; and
- (f). To provide information to new neighborhood associations and encourage formation of new neighborhood associations.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

Section 4. This ordinance will become effective upon its adoption.

This the 8th day of May, 2008.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk

Memo

To: Mayor Dunn and City Council colleagues

From: Councilman Spell

Subject: Proposed Neighborhood Council

I'm proposing a compromise structure to the proposed Neighborhood Council. The full council would consist of one representative from each city recognized resident neighborhood association. The full council would meet initially to elect a board. The board would consist of two members from each voting district. At the first meeting neighborhood representatives would split up by voting district and elect their board members. In the event that a neighborhood is split between two voting districts the district with the larger share of homes would claim that neighborhood. For example, College Court/Coghill has a few homes in district 4, but the majority is in district 3. So the College Court/Coghill representative would vote within the district 3 group.

Once formed the board would meet monthly to discuss and collaborate on issues that affect single family neighborhoods. The full council should meet at least twice a year to offer feedback to the board. The first task would be to craft a proposed mission statement and submit it to council for amendment and approval. I feel that at first we should not be overly specific with this group's mission in order to encourage the council to develop organically and truly reflect to wishes of the residents.

I look forward to our discussion on Thursday.

COMMUNITY DEVELOPMENT

MEMO

DEPARTMENT

To: Thomas Moton, Assistant City Manager
From: Merrill Flood, Community Development Director *MF*
Date: April 22, 2008
Subject: **Estimated Neighborhood Advisory Board Expenses**

I am providing an estimate of costs associated with the Neighborhood Advisory Board as requested by Councilmember Joyner at the April 10, 2008 meeting of City Council. The costs associated with the Neighborhood Advisory Board will be absorbed within the existing budget of the Community Development Department. In the 2007-2008 fiscal year budget the Neighborhood Liaison / Ombudsman position was authorized. The Neighborhood Advisory Board will be staffed by the person in this position and it is estimated that approximately 30% of the staff member's time will be for Neighborhood Advisory Board Functions.

In consideration of anticipated activities of working directly with these functions, I have prepared an estimated budget of annual expenses related to Neighborhood Advisory Board functions.

Expenditure	Estimated Annual Expense
*Salary	\$15,387
Postage, Printing, Supplies	\$ 1,500
Travel	\$ 250
Total	\$17,137

** Salary expenses computed at 30% of annual base salary and benefits totaling \$51,292.*

Please keep in mind that this is a preliminary estimate based upon a portion (30%) of staff time and related expenses directly attributable to the proposed Neighborhood Advisory Board. Please contact me if you have additional questions or need information.

cc. David Holec, City Attorney



City of Greenville, North Carolina

Meeting Date: 8/6/2012
Time: 6:00 PM

Title of Item: Presentation on the proposed City of Greenville Lighting Standards

Explanation: The Public Works Department has been working on the development of City of Greenville Lighting Standards. An Interim Greenville Lighting Standard was adopted for use by the Public Works Department on April 15, 2011, which directly reflects the street lighting standard currently used throughout the City.

The Public Works Department addressed City Council on December 8, 2011, with an overview of draft City of Greenville Lighting Standards and to receive recommendation to move forward by developing two stakeholders groups to review the draft standards. One stakeholders group was to review the draft street lighting standards, and the other was to review the draft parking lot lighting standards.

Four meetings were held with the stakeholders groups over the past several months in order to inform, openly discuss, and make decisions on what the proposed lighting standards should envelope. Some of the topics that were discussed involved different types of light bulbs, varying fixtures, energy efficient lighting, glare control, and night-time visibility.

The street lighting stakeholders group decided that public safety should be the primary focus for lighting requirements and suggested to add a requirement for metal halide lighting to the street lighting policy because of its color rendering properties. Metal halide (MH) bulbs produce a white light compared to the orange luminance of the standard high-pressure sodium (HPS) bulbs that are used for street lighting. A metal halide bulb's white light has a higher color rendering than HPS bulbs and therefore makes it easier to identify colors.

The parking lot stakeholders group concluded that the City's proposed draft standards should be modified to be more flexible with average illumination levels, which would give an illumination range that parking lot owners would have to abide by rather than basing it on parking lot usage. Also included were conditions to reduce glare by using full-cut-off fixtures and to maintain a

maximum lighting level at the owner's property boundaries to not cause a nuisance on adjacent property.

Upon City Council's approval of the draft City of Greenville Lighting Standards, the Public Works Department intends to include this standard as part of the City of Greenville's Manual of Standard Design and Details (MSDD).

As a second step, the Public Work Department is working on additions/changes to the existing City ordinance. These additions/changes will also be reviewed by stakeholders groups and carried through the Community Development Department process for adoption prior to being brought before City Council for adoption as an ordinance change to the City Code.

A copy of staff's status report sent to the City Council in the July 25, 2012, Notes To Council packet is attached.

Fiscal Note:

There are no costs associated with developing or adopting the lighting standards. There will be additional costs incurred on the City's lighting budget due to increasing the lighting levels on the City's streets and any other modifications to the lighting policy that are adopted.

Recommendation:

Approve the City of Greenville Lighting Standards and provide that they be included in the City's Manual of Standard Design and Details (MSDD).

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Attachments / click to download

 [Draft Lighting Standards](#)

 [Memo](#)

Lighting Standards for the City of Greenville



STREET LIGHTING/ELECTRICAL

Purpose: To provide adequate lighting for all pedestrians and motorized vehicles in the city.

Definitions: See Appendix

The standards and specifications found in this chapter are for the materials and construction of street lighting within the City of Greenville.

SECTION 1 DESIGN AND CONSTRUCTION

All work performed and all materials used in connection with the installation of any public roadway lighting or appurtenances shall be in accordance with the requirements of the appropriate standards of the National Electric Manufacturers Association; Underwriters Laboratory approvals, and the American Association of the State Highway and Transportation Officials criteria, and as modified by the following:

SECTION 2 DESIGN

All lighting shall be designed in accordance with the latest requirements of the Illuminating Engineering Society of North America: "American National Standards Practice for Roadway Lighting" and the following criteria:

Street Illumination Requirements:

~~The following table provides a minimum standard of illuminance level along with a uniformity ratio (uniformity ratio ensures there isn't a large variation between bright and dark spots along the roadways and sidewalk). The goal is to minimize large variations in light levels because it is difficult for the human eye to adjust to oscillating light and dark areas, similar to turning a bedroom light on and off repeatedly and doing so as you are driving. This is a safety concern for both drivers and pedestrians.~~

~~The levels provided are average levels used by the State of Iowa and the following cities: Raleigh, NC, Lombard, IL, La Verne, CA, and Overland Park, KS~~

Street Illumination Requirements:

The following table provides a minimum design standard for illumination and uniformity ratio for all public and private streets.

*Road Classification	**Area Classification	Average Illuminance (foot-candles)	Uniformity Ratio (Average:Minimum)
Minor Thoroughfare or greater	Commercial/Industrial	1.2	3:1
	Residential	0.7	4:1
Collector	Commercial/Industrial	0.9	3:1
	Residential	0.5	4:1
Minor road or lesser	Commercial/Industrial	0.6	3:1
	Residential	0.3	6:1

* Refer to the *Greenville Manual of Standards and Design Details: Street Standards* for road classification definitions.

** Commercial/Industrial – The area of a municipality that has heavy vehicular and pedestrian traffic and heavy demand for parking during peak traffic periods or peak business hours. This includes densely developed apartment areas, hospitals, public libraries, and neighborhood recreational centers.
Residential – A residential development, or a mixture of residential and commercial establishments, characterized by few pedestrians and a low parking demand or turnover at night. This includes single family homes, townhouses, small apartments, regional parks, cemeteries, and vacant lands.

Parking Lot Illumination Levels – Private and Public Lots:

	Average Maintained Foot-candles
High Activity	3.0
Medium Activity	2.0
Low Activity	0.8

*Activity level is based upon hours of operation and volume of traffic.

~~High Activity – Heavy vehicular and pedestrian traffic through-out a 24hour cycle (i.e. 24-hour retail store/gas station)~~

~~Medium Activity – Average vehicular and pedestrian traffic that is not operating past 2 AM (i.e. restaurant/entertainment business)~~

~~Low Activity – Minimal vehicular and pedestrian traffic after dusk (i.e. office space that is vacant at night/church)~~

~~1. Parking lots shall be illuminated according to the standards listed above at all times that the parking lot is open for general use.~~

1. Parking lots shall be illuminated to a minimum of 0.2 footcandles and a maximum of 6.0 footcandles at all points throughout parking lot.

~~2. Parking lot lighting shall be provided at minimum intensity of 0.5 foot-candles at all points within the parking lot.~~

~~3.2.~~ Any lighting used to illuminate off-street parking areas shall be directed away from adjacent properties and streets in such a way as not to create a nuisance. In no case shall such lighting exceed 0.5 foot-candles at any property line which is shared by a residentially zoned property, a property which has residential uses on the first floor, or a residential street. In no case shall such lighting exceed 3.0 foot-candles at any property line.

SECTION 3 POLES

The lighting pole shall be designed in accordance with the "Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals", by the American Association of State Highway and Transportation Officials (AASHTO), latest edition. They shall meet wind load standards for NCDOT Wind Zone-2 (130 MPH).

1. All residential lighting shall be mounted on poles that are provided in the following table (Non-Standard Support Structures/Lighting). The use of wood poles is permissible upon City Engineer's approval.
2. All thoroughfare lighting shall be mounted on twenty-five (25) foot concrete poles or twenty-four (24) foot aluminum poles.
3. All private and public parking lot lighting shall be mounted on any pole that does not exceed forty (40) feet in height.
4. All poles shall be identical along an entire continuous street or throughout a subdivision with public roadways.

Non-Standard Support Structures/Lighting:

The poles provided in this table are poles that are currently installed and in stock at the Greenville Utilities Commission. If a developer would like to install a pole type different from the poles provided, they will need dual approval from the City Engineer and Greenville Utilities Commission (GUC).

GUC Stock #	Material	Description	Height	Example Model	Residential	Industrial / Commercial
207750	Aluminum	Pole, Black	24'	Valmont #190845604TEB	X	X
204010	Aluminum	Pole, Silver	30'	Valmont #27084580GT4		X
203950	Concrete	Pole, Class B/C	35'	-Stresscrete #E-350-C-PR-G-MOD -Stresscrete #E-350-B-PR-G-MOD		X
208970	Concrete	Pole, Black Octagon	25'	Stresscrete #KCH20-G-S11C/W140(20/30)	X	X
208972	Aluminum	Arm, Scroll per Acorn Drop Fixture	6'	King Luminarie #KA30-T-6 scroll arm	X	X
209980	Aluminum	Pole, Antique Green Fluted	17'	Hadco #XP-2560-17G HR Verde Green	X	X

SECTION 4 FOUNDATION

Aluminum or Steel Pole Foundation Location Requirements:

Pole locations in general should be kept as far away from the roadways as possible and shall be located behind existing barrier or guard rails where possible, or shall have foundations built into barrier or retaining wall where feasible.

Minimum pole setback requirements from back of curb or edge of traveled pavement to the face of the pole shall be as follows:

Typical areas where barrier curb is used is in dense urban areas or on bridges

Pole Type	Behind Barrier Curb	Without Barrier Curb
Frangible	2 Ft.	12 Ft.
Non-Frangible	6 Ft.	17 Ft.

Decorative Ornamental Pole Direct Buried Location Requirements:

Direct bury poles shall be located two (2) feet behind the adjacent curb.

SECTION 5 LUMINAIRES

All luminaires shall have Type II distribution optics unless otherwise approved, conforming to the patterns specified in 2.3.2.1 of the American Standard Practice for Roadway Lighting. Such luminaires shall have medium distribution as specified in 2.2.2 and semi-cutoff as specified in 2.4.2 of the American Standard Practice for Roadway Lighting. The specific luminaires to be used in a particular location will be determined by the City.

1. Standard ~~street~~ light fixtures shall meet the following requirements: ~~This establishes a boundary of bulb brightness used in residential areas to keep brighter bulbs from becoming a public nuisance.~~
 - a. All fixtures on residential streets shall be ~~either~~ 8,500 to 14,000 lumen lamps.
 - b. All fixtures along thoroughfares shall be 23,000 to 45,000 lumen lamps. The 14,000 to 23,000 lumen fixtures shall be placed along thoroughfares in residential areas when spillover from the 45,000 lumen fixtures would be excessive.
 - c. All fixtures used for parking lot lighting shall be 8,500 to 45,000 lumen lamps.
 - ~~d. All fixtures in downtown area shall be metal halide. The extents of the downtown area are to be determined by the City Engineer but can be~~

identified as the area encompassed by Reade Circle. Metal halide bulbs produce a whiter light which is aesthetically more pleasing. These are bulbs used in flood lights and professional sporting events.

d.e. All fixtures on public and private streets shall be semi-cutoff with metal halide luminaires unless otherwise approved by the City Engineer and Greenville Utilities Commission.

f. Dark Sky fixtures may be required by the City Engineer in areas where light pollution is an issue. Dark Sky fixtures are also known as full cut off fixtures which protect light from entering the atmosphere. Light pollution inhibits the human eye from seeing the stars at night.

g. Full-cut-off fixtures may be required by the City Engineer in areas such as public parks where light pollution may be a concern.

e.h. All parking lot lighting fixtures must be full-cutoff fixtures unless alternatives are approved by the City Engineer and by Greenville Utilities Commission.

GUC Stock #	Wattage	Description	Color	Lumens	Type	Input Volt.	Bulb Type	PE Volts	Dist.	Cutoff	Included Acc.
206570	150	Decorative Lantern	Black	14,000	HPS	120	S-55	120	Type II	Medium Semi	Dec. Ladder Rest
204080	250	Cobra	Grey	23,000	HPS	120	S-50	120	Type II	Medium Semi	
205850	150	Open	None	14,000	HPS	120	S-55	120	Type III	None	Terminal Board
205770	150	Cobra	Grey	14,000	HPS	120	S-55	120	Type II	Medium Semi	
207660	400	Flood	Bronze	45,000	HPS	120	S-51	120	7H x 6V	None	Yoke Mount
204030	100	Open	None	8,500	HPS	240	S-54	120	Type V	None	24" Arm, Terminal Board
208590	400	Flood	Bronze	40,000	MH	120	M-59	120	7H x 6V	None	Yoke Mount
208600	400	Cobra	Grey	45,000	MH	120	M-59	120	Type III	Medium Semi	
208971	150	Decorative Drop Acorn	Black	14,000	HPS	120	S-55	120	Type III	Semi	

HPS - High Pressure Sodium - A sodium vapor lamp is a gas discharge lamp which uses sodium in an excited state to produce light. It produces a pink orange colored light.

MH- Metal Halide - A high-intensity discharge (HID) lamp that uses mercury and several halide additives as light-producing elements. It produces a white light.

SECTION 6 **EXTERIOR LIGHTING**

1. Exterior

Light fixtures in excess of 40 watts or 600 lumens shall use full-cutoff lenses or hoods to prevent glare or spillover onto adjacent lands and streets.

2. Canopies

No light source in a canopy structure shall extend downward farther than the lowest edge of the canopy ceiling.

3. Wall Pack Lighting

Wall packs on buildings may be used at entrances to a building to light unsafe areas. They are not intended to bring attention to the building or provide general building or site lighting. All wall pack lighting shall be fully shielded and be directed downward. They shall also be low-wattage luminaires (100 watts or less) and shall not be visible beyond the property boundaries of the building.

DRAFT

| **Sec. 9-112 Appendix: Definitions**

Candela (cd) - The unit of luminous intensity. Formerly the term "candle" was used.

Foot-candle (fc) - The illumination on a surface one square foot in area on which there is uniformly distributed a light flux of one lumen. One footcandle equals 10.76 lux.

Illuminance - The density of the luminous flux incident on a surface. It is the quotient of luminous flux by area of the surface when the latter is uniformly illuminated.

| *Lamp* - A generic term for a man-made source of light ~~and~~ which is produced either by incandescence or luminescence.

Lumen (lm) - A unit of measure of the quantity of light. One lumen is the amount of light which falls on an area of one square foot every point of which is one foot from the source of one candela (candle). A light source of one candela emits a total of 12.57 lumens.

Luminaire - A complete lighting unit consisting of a lamp or lamps together with the parts designed to distribute the light, to position and protect the lamps and to connect the lamps to the power supply.

Luminance (L) - The luminous intensity of a surface in a given direction per unit of projected area of the surface as viewed from that direction (measured in foot-lamberts).

Luminous Flux - the measure of the power of light as perceived by the human eye

Lux (lx) - The International System (SI) unit of illumination. It is defined as the amount of light on a surface of one square metre all points of which are one metre from a uniform source of one candela. One lux equals .0929 foot-candle.

Spacing - The distance between successive lighting units measured along the centerline of the roadway.

Uniformity Ratio - The ratio of the average footcandles (lux) of illumination on the pavement area to the footcandles (lux) at the point of minimum illuminance on the pavement. A uniformity ratio of 3:1 means the average footcandles (lux) value on the pavement is three times the footcandles (lux) value at the point of least illuminance on the pavement. A perfect uniformity ratio is 1:1.

MEMORANDUM

TO: Thomas M. Moton, Interim City Manager

FROM: Scott P. M. Godefroy, P.E., Interim Director of Public Works *Scott P. M. Godefroy*

DATE: July 24, 2012

SUBJECT: Update on the City of Greenville Draft Lighting Standard

At the December 8th, 2011 City Council meeting, staff made a presentation on the City of Greenville Draft Lighting Standards with guidance from Council to form two stakeholder groups for streetlights and parking lot standards.

Since that presentation, staff (Chris Kelly, Civil Engineer I and Tim Corley, Civil Engineer II) established the two stakeholder groups and has conducted four meetings to review the standards in each of the subject areas with the goal of gathering input from each of the members and gain consensus on a lighting standard encompassing both areas of lighting.

Staff has now concluded the stakeholder's meetings for the City's Draft Lighting Standards for both the street light standards as well as the parking lot standards. Discussions during the meetings included topics such as; utilizing different light bulbs, lighting glare, energy efficiency, and public safety. Public safety became the primary focus for the Draft Lighting Standards and the recommendation by the stakeholder group was to adopt the draft standard but add additional public safety measures.

The following is a table of the people and their affiliation that were in attendance at the stakeholder meetings:

1. Street Lighting Stakeholders

Laura Williamson	Environmental Advisory Committee
Kyle Brown	Greenville Utilities Commission
Ron Pledger	Dibble and Pledger, PA
Don Edmonson	Home Builders/PCEDP
Harry Stubbs	Greenville Bicycle and Pedestrian Commission
Robert Still	East Carolina University

2. Parking Lot Lighting Stakeholders

Laura Williamson	Environmental Advisory Committee
Kyle Brown	Greenville Utilities Commission
Ron Pledger	Dibble and Pledger, PA
Don Edmonson	Home Builders/PCEDP
Harry Stubbs	Greenville Bicycle and Pedestrian Commission
Robert Still	East Carolina University

Durk Tyson	Uptown Greenville
Dana Coles	Redevelopment Commission
Marvin Edmonds	Vidant Health

In addition, a police officer was asked to attend one of the meetings to field questions regarding public safety.

The street lighting stakeholders group approved of the City's draft standard but also wanted an additional condition to change the street light bulbs from high pressure sodium (HPS) to metal halide (MH). The reason for this decision is based upon the white light that metal halide (MH) bulbs produce over the orange/yellow light that high pressure sodium (HPS) produces. Metal halide bulbs have higher color rendering properties which make it easier to identify colors under the artificial light. The high pressure sodium (HPS) bulbs are the dominant form of street lighting used throughout the country for their energy efficient properties and their longer life-span.

The parking lot stakeholders group discussed topics covering lighting glare and light spillage onto adjacent properties. The City's draft standards prior to meeting with the stakeholders had a condition that all lighting should not exceed 0.5 foot-candles at the property boundaries of the parking lot. This condition would remain the same. The original draft lighting level specifications for parking lots were based upon the businesses hours of operation (i.e. if a business were open 24-hours per day they would have to have their parking lot illuminated at a higher level.). After discussions with the stakeholders and reviewing other cities' standards it was decided to change the standard to a wide range of illumination (0.5 to 4.0 average foot-candles) and remove the activity level (hours of operation) condition. This provides more flexibility to the property owner on how bright they would like to illuminate their parking lot.

As a second step the Public Work department is working on additions/changes to the existing City ordinance. These additions/changes will be also be reviewed by stakeholders groups and carried through the Planning Department process for adoption prior to being brought before council for adoption as an ordinance change into the City Code.

Staff (and possibly representatives from the stakeholders group) will be prepared to make a presentation to Council at the August 6th, 2012 meeting.

If there are any questions or requests for additional information, please contact me at 329-4525.

cc: Timothy Corley, PE, Civil Engineer II
Chris Kelly, EI, Civil Engineer I



City of Greenville, North Carolina

Meeting Date: 8/6/2012
Time: 6:00 PM

Title of Item: Budget ordinance amendment #1 to the 2012-2013 City of Greenville budget (Ordinance #12-027) and amendments to the Special Revenue Grant Fund (Ordinance #11-003), the CD-Small Business Loan Fund (Ordinance #98-75), the Center City Revitalization Fund (Ordinance #05-127), the Wayfinding Capital Project Fund (Ordinance #06-65), and the Greenways Capital Project Fund (Ordinance #12-007.02); and an ordinance establishing the Dream Park Capital Project Fund

Explanation:

1) Attached is an amendment to the 2012-2013 budget ordinance for consideration at the August 6, 2012, City Council meeting. For ease of reference, a footnote has been added to each line item of the budget ordinance amendment, which corresponds to the explanation below:

A To allocate funds granted by Pitt County to produce a map to show suitable roads for bicycle transportation. (Total Net - \$35,000).

B To appropriate grant funds to hire a State-approved consultant to update the design guidelines document that is required for a locally designated historic district. The total cost of this project is \$20,000, of which \$8,000 is the local match. (Total - \$12,000).

C To appropriate Federal Forfeiture funds that will be used for eligible activities during the year. (Total - \$30,000).

D To carry over unused Wayfinding funds that were approved during the June City Council meeting. These funds will be transferred into the Wayfinding Capital Project Fund for use. Additionally, appropriations have been set up for investment earnings that have been received but not budgeted. (Total - \$55,442).

E To carry over unused Powell Bill funds used for street and Americans with Disabilities Act improvements (Total - \$22,000).

F To appropriate and transfer funds from the General Fund and Capital Reserve

Fund to establish the capital project fund for the Dream Park. (Total - \$784,841).

G To appropriate and transfer funds approved for greenways from the General Fund to the Greenways Capital Fund Project (Total - \$68,790).

H

To appropriate Controlled Substance funds to purchase body armor for the Emergency Response Team. (Total - \$45,632).

I To appropriate grant funds from the Department of Environment and Natural Resources to construct a composting demonstration site and establish an onsite training program to meet community needs. Total funds for this project will be \$13,100, of which 20% or \$2,620 represents the local match. (Total - \$10,480).

J To appropriate grant funds to be received from the Department of Public Safety to provide equipment, training, and exercise needs to protect against terrorism and other catastrophic events. (Total - \$30,000).

K To appropriate and transfer funds into the Housing Fund to subsidize the personnel costs of a Planner I. These funds have already been appropriated and approved within the Housing Fund for fiscal year 2012-2013. (Total - \$71,029).

L To appropriate grant funds to be received for an ElectriCities downtown project. This downtown project will enhance the 4th Street parking lot across from the Jefferson building. The total cost for this project is \$15,000, of which 50% is a local match. (Total - \$7,500).

M To appropriate the Bond Administration Cost funding received in order to adjust budget balances within the Center City Revitalization Fund. (Total - \$24,904).

N To carry over funds within the Vehicle Replacement Fund that were to be used for equipment on the EMS #4 unit. (Total - \$85,000).

O To appropriate contingency funds for emergency repairs to replace HVAC units at South Greenville and River Park North. (Total - \$21,500).

2) Attached is an ordinance to establish the Dream Park Capital Project Fund. This project will provide substantial improvements to the existing park in accordance with the master plan that was adopted in February 2012. (Total - \$784,841).

Fiscal Note:

The budget ordinance amendments affect the following funds: increase the General Fund by \$197,538; increase the Sanitation Fund by \$10,480; increase the Capital Reserve Fund by \$250,000; increase the Special Revenue Grant Fund by \$30,000; increase the CD-Small Business Loan Fund by \$71,029; increase the Center City Revitalization Fund by \$32,404; increase the Vehicle Replacement Fund by \$85,000; increase the Wayfinding Capital Project Fund by \$55,442; and increase the Greenways Capital Project Fund by \$68,790:

<u>Fund Name</u>	<u>Original /Amended Budget</u>	<u>Proposed Amendment</u>	<u>Amended Budget 8/6/2012</u>
General	\$ 75,111,601	\$ 197,538	\$ 75,309,139
Sanitation	\$ 7,219,803	\$ 10,480	\$ 7,230,283
Capital Reserve	\$ -	\$ 250,000	\$ 250,000
Special Revenue Grant	\$ 659,037	\$ 30,000	\$ 689,037
CD-Small Business Loan	\$ 874,758	\$ 71,029	\$ 945,787
Center City Revitalization	\$ 5,298,013	\$ 32,404	\$ 5,330,417
Vehicle Replacement	\$ 3,769,058	\$ 85,000	\$ 3,854,058
Wayfinding Capital Project	\$ 255,700	\$ 55,442	\$ 311,142
Greenways Capital Project	\$ 2,902,511	\$ 68,790	\$ 2,971,301

Recommendation:

Approve budget ordinance amendment #1 to the 2012-2013 City of Greenville budget (Ordinance #12-027) and amendments to the Special Revenue Grant Fund (Ordinance #11-003), the CD-Small Business Loan Fund (Ordinance #98-75), the Center City Revitalization Fund (Ordinance #05-127), the Wayfinding Capital Project Fund (Ordinance #06-65), and the Greenways Capital Project Fund (Ordinance #12-007.02); and an ordinance establishing the Dream Park Capital Project Fund

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 [Budget Amendment FY 2012 2013 932360](#)

 [Dream Park Capital Project Fund 932478](#)

ORDINANCE NO. -
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#1) Amending the 2012-2013 Budget (Ordinance No. 12-027) and amendments
to the Special Revenue Grant Fund (Ordinance No.11-003), the CD-Small Business Loan Fund (Ordinance No. _____,
the Center City Revitalization Capital Project Fund (Ordinance No. 05-127),
the Wayfinding Capital Project Fund (Ordinance No. 06-65),
and the Greenways Capital Project Fund (Ordinance No. 12-007.02)

THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA , DOES ORDAIN:

Section I: Estimated Revenues and Appropriations. **General Fund**, of Ordinance 12-027, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2012-2013 BUDGET		#1 Amended 8/6/12	Total Amendments		Amended 2012-2013 Budget
<u>ESTIMATED REVENUES</u>						
Property Tax	\$ 29,312,043		\$ -	\$ -		\$ 29,312,043
Sales Tax	14,611,439		-	-		14,611,439
Utilities Franchise Tax	5,540,166		-	-		5,540,166
Other Unrestricted Intergov't Revenue	2,739,598		-	-		2,739,598
Powell Bill	2,157,640		-	-		2,157,640
Restricted Intergov't Revenues	1,006,337	A,B,C,H	122,632	122,632		1,128,969
Privilege License	627,800		-	-		627,800
Other Licenses, Permits and Fees	4,118,755		-	-		4,118,755
Rescue Service Transport	3,062,835		-	-		3,062,835
Other Sales & Services	921,707		-	-		921,707
Other Revenues	397,449		-	-		397,449
Interest on Investments	1,768,922		-	-		1,768,922
Transfers In GUC	5,952,192		-	-		5,952,192
Other Financing Sources	404,920		-	-		404,920
Appropriated Fund Balance	2,489,798	D,E	74,906	74,906		2,564,704
TOTAL REVENUES	\$ 75,111,601		\$ 197,538	\$ 197,538		\$ 75,309,139
<u>APPROPRIATIONS</u>						
Mayor/City Council	\$ 308,647		\$ -	\$ -		\$ 308,647
City Manager	1,210,711		-	-		1,210,711
City Clerk	271,798		-	-		271,798
City Attorney	446,593		-	-		446,593
Human Resources	2,499,431		-	-		2,499,431
Information Technology	2,816,937		-	-		2,816,937
Fire/Rescue	13,325,415		-	-		13,325,415
Financial Services	2,345,983		-	-		2,345,983
Recreation & Parks	7,254,788	O	21,500	21,500		7,276,288
Police	22,555,893	C,H	75,632	75,632		22,631,525
Public Works	9,693,628	A	35,000	35,000		9,728,628
Community Development	1,698,394	B	12,000	12,000		1,710,394
OPEB	300,000		-	-		300,000
Contingency	181,871	O	(21,500)	(21,500)		160,371
Indirect Cost Reimbursement	(1,014,572)		-	-		(1,014,572)
Capital Improvements	5,222,703		(581,631)	(581,631)		4,641,072
Total Appropriations	\$ 69,118,220		\$ (458,999)	\$ (458,999)		\$ 68,659,221
<u>OTHER FINANCING SOURCES</u>						
Debt Service	\$ 4,041,455		\$ -	\$ -		\$ 4,041,455
Transfers to Other Funds	1,951,926	D,F,G	656,537	656,537		2,608,463
	\$ 5,993,381		\$ 656,537	\$ 656,537		\$ 6,649,918
TOTAL APPROPRIATIONS	\$ 75,111,601		\$ 197,538	\$ 197,538		\$ 75,309,139

Section II: Estimated Revenues and Appropriations. **Sanitation Fund**, of Ordinance 12-027, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2012-2013 BUDGET		Amended 8/6/12	Total Amendments		Amended 2012-2013 Budget
ESTIMATED REVENUES						
Refuse Fees	\$ 6,863,640		\$ -	\$ -		\$ 6,863,640
Other Revenue	217,000	I	10,480	10,480		227,480
Transfer from General Fund	139,163		-	-		139,163
TOTAL REVENUES	\$ 7,219,803		\$ 10,480	\$ 10,480		\$ 7,230,283
APPROPRIATIONS						
Sanitation Fund	\$ 7,219,803	I	\$ 10,480	\$ 10,480		\$ 7,230,283
Total Expenditures	\$ 7,219,803		\$ 10,480	\$ 10,480		\$ 7,230,283
TOTAL APPROPRIATIONS	\$ 7,219,803		\$ 10,480	\$ 10,480		\$ 7,230,283

Section III: Estimated Revenues and Appropriations. **Capital Reserve Fund**, of Ordinance 12-027, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2012-2013 BUDGET		Amended 8/6/12	Total Amendments		Amended 2012-2013 Budget
ESTIMATED REVENUES						
Appropriated Fund Balance	\$ -	F	\$ 250,000	\$ 250,000		\$ 250,000
TOTAL REVENUES	\$ -		\$ 250,000	\$ 250,000		\$ 250,000
APPROPRIATIONS						
Transfer to Other Funds	\$ -	F	\$ 250,000	\$ 250,000		\$ 250,000
Total Expenditures	\$ -		\$ 250,000	\$ 250,000		\$ 250,000
TOTAL APPROPRIATIONS	\$ -		\$ 250,000	\$ 250,000		\$ 250,000

Section IV: Estimated Revenues and Appropriations. **Special Revenue Grant Fund**, of Ordinance 11-003, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ADJUSTED BUDGET		Amended 8/6/12	Total Amendments		Amended 2012-2013 Budget
ESTIMATED REVENUES						
Special Fed/State/Loc Grant	\$ 608,501	J	\$ 30,000	\$ 30,000		\$ 638,501
Transfer from General Fund	50,536		-	-		50,536
TOTAL REVENUES	\$ 659,037		\$ 30,000	\$ 30,000		\$ 689,037
APPROPRIATIONS						
Operating	\$ 399,255	J	\$ 30,000	\$ 30,000		\$ 429,255
Capital Outlay	259,782		-	-		259,782
Total Expenditures	\$ 659,037		\$ 30,000	\$ 30,000		\$ 689,037
TOTAL APPROPRIATIONS	\$ 659,037		\$ 30,000	\$ 30,000		\$ 689,037

Section V: Estimated Revenues and Appropriations. **CD-Small Business Loan Fund**, of Ordinance 98-75, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ADJUSTED BUDGET	#1 Amended 8/6/12	Total Amendments	Amended Budget
ESTIMATED REVENUES				
Investment Earnings	\$ 1,706	\$ -	\$ -	\$ 1,706
Bank Contributions	477,000	-	-	477,000
Loan Payment/CDBG Income	253,552	K 71,029	71,029	324,581
Other Financing Sources	142,500	-	-	142,500
TOTAL REVENUES	\$ 874,758	\$ 71,029	\$ 71,029	\$ 945,787
APPROPRIATIONS				
Loans Made	\$ 475,000	\$ -	\$ -	\$ 475,000
Administration	2,000	-	-	2,000
Payments to Banks	255,258	-	-	255,258
Loan Loss Reserve	142,500	-	-	142,500
Transfer to Housing	-	K 71,029	71,029	71,029
Total Expenditures	\$ 874,758	\$ 71,029	\$ 71,029	\$ 945,787
TOTAL APPROPRIATIONS	\$ 874,758	\$ 71,029	\$ 71,029	\$ 945,787

Section VI: Estimated Revenues and Appropriations. **Center City Revitalization Capital Project Fund**, of Ordinance 05-127, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ADJUSTED BUDGET	#1 Amended 8/6/12	Total Amendments	Amended Budget
ESTIMATED REVENUES				
Special State/Fed/Loc Grants	\$ 25,000	L \$ 7,500	\$ 7,500	\$ 32,500
Investment Earnings	273,013	-	-	273,013
Bond Proceeds	5,000,000	M 24,904	24,904	5,024,904
TOTAL REVENUES	\$ 5,298,013	\$ 32,404	\$ 32,404	\$ 5,330,417
APPROPRIATIONS				
Acquisition	\$ 935,000	\$ -	\$ -	\$ 935,000
Infrastructure	3,851,015	-	-	3,851,015
Construction	190,708	L 7,500	7,500	198,208
Development Financing	269,896	-	-	269,896
Bond Administrative Costs	51,394	M 24,904	24,904	76,298
Total Expenditures	\$ 5,298,013	\$ 32,404	\$ 32,404	\$ 5,330,417
TOTAL APPROPRIATIONS	\$ 5,298,013	\$ 32,404	\$ 32,404	\$ 5,330,417

Section VII: Estimated Revenues and Appropriations. **Vehicle Replacement Fund**, of Ordinance 12-027, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2012-2013 BUDGET	#1 Amended 8/6/12	Total Amendments	Amended 2012-2013 Budget
ESTIMATED REVENUES				
Transfer from Other Funds	\$ 3,769,058	\$ -	\$ -	\$ 3,769,058
Appropriated Fund Balance	-	N 85,000	85,000	85,000
TOTAL REVENUES	\$ 3,769,058	\$ 85,000	\$ 85,000	\$ 3,854,058
APPROPRIATIONS				
Capital Purchases	\$ 3,321,621	N \$ 85,000	\$ 85,000	\$ 3,406,621
Increase in Reserve	272,437	-	-	272,437
Transfer to Other Funds	175,000	-	-	175,000
Total Expenditures	\$ 3,769,058	\$ 85,000	\$ 85,000	\$ 3,854,058

TOTAL APPROPRIATIONS	\$	3,769,058		\$	85,000		\$	85,000		\$	3,854,058
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Section VIII: Estimated Revenues and Appropriations. **Wayfinding Capital Project Fund**, of Ordinance 06-65, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ADJUSTED BUDGET	#1 Amended 8/6/12	Total Amendments	Amended Budget
ESTIMATED REVENUES				
Transfer from General Fund	\$ 255,700	D \$ 52,906	\$ 52,906	\$ 308,606
Investment Earnings	-	D 2,536	2,536	2,536
TOTAL REVENUES	\$ 255,700	\$ 55,442	\$ 55,442	\$ 311,142
APPROPRIATIONS				
Construction	\$ 215,700	D 55,442	\$ 55,442	\$ 271,142
Transfer to Convention Center	40,000	-	-	40,000
Total Expenditures	\$ 255,700	\$ 55,442	\$ 55,442	\$ 311,142
TOTAL APPROPRIATIONS	\$ 255,700	\$ 55,442	\$ 55,442	\$ 311,142

Section IX: Estimated Revenues and Appropriations. **Greenways Capital Project Fund**, of Ordinance 12.007.02, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ADJUSTED BUDGET	Amended 8/6/12	Total Amendments	Amended Budget
ESTIMATED REVENUES				
Special Fed/State/Loc Grant	\$ 2,332,009	\$ -	\$ -	\$ 2,332,009
Transfer from General Fund	570,502	G 68,790	68,790	639,292
TOTAL REVENUES	\$ 2,902,511	\$ 68,790	\$ 68,790	\$ 2,971,301
APPROPRIATIONS				
Design	\$ 235,823	\$ -	\$ -	\$ 235,823
Engineering	170,000	-	-	170,000
Non-Contractual	10,000	-	-	10,000
Construction	2,311,688	G 68,790	68,790	2,380,478
Acquisition	175,000	-	-	175,000
Total Expenditures	\$ 2,902,511	\$ 68,790	\$ 68,790	\$ 2,971,301
TOTAL APPROPRIATIONS	\$ 2,902,511	\$ 68,790	\$ 68,790	\$ 2,971,301

Section X: All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section XI: This ordinance will become effective upon its adoption.

Adopted this 6th day of August, 2012.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

ORDINANCE NO. 12-_____
CITY OF GREENVILLE, NC
DREAM PARK CAPITAL PROJECT FUND
BUDGET ORDINANCE

THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA , DOES ORDAIN:

Section I: Estimated Revenues. It is estimated that the following revenues will be available for the Dream Park Capital Project Fund:

	ORIGINAL 2012-2013 BUDGET
<u>ESTIMATED REVENUES</u>	
Transfer from General Fund	\$ 534,841
Transfer from Capital Reserve	250,000
TOTAL REVENUES	\$ 784,841

Section II: Appropriations. The following amounts are hereby appropriated for the Dream Park Capital Project Fund:

<u>APPROPRIATIONS</u>	
Design	\$ 31,222
Construction	701,896
Contingency	51,723
TOTAL APPROPRIATIONS	\$ 784,841

Section III: All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section IV: This ordinance will become effective upon its adoption.

Adopted this 6th day of August, 2012.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 8/6/2012
Time: 6:00 PM

Title of Item: Discussion of planned recreation facility closure

Explanation: Announcement of the planned closure of the recreation facility located at 1703 E. 14th Street, known as the Teen Center/Perkins Complex, has generated discussion in the community and among some members of the City Council. City Council Member Joyner requested that discussion of the facility's planned closure be added to the August City Council meeting agenda.

Recreation and Parks Director Gary Fenton will present a brief report on comparable facility usage and the information that led to the decision to plan to temporarily close the facility.

Closure of the facility was determined during the fiscal years 2013 and 2014 budget planning process as one of the numerous avenues identified by the Department to meet its target-based budget funding level and still maintain a high quality recreation and parks comprehensive system. Greenville residents are afforded one of the best recreation and parks systems in the eastern North Carolina region; past recognition as *Sports Illustrated's* Sportstown USA attests to that fact.

The City Manager's Office was made aware of the Department's plans to close the facility, including plans to continue the limited programs at the newly renovated Drew Steele Center. The Drew Steele Center is 1.2 miles from the facility and Jaycee Park/East Branch Library is approximately 0.3 miles from the facility, which makes both alternative facilities accessible and in very close proximity to the facility. Community meeting rooms are available for use at Jaycee Park, the city of Greenville's East Branch Library, and the Drew Steele Center.

Budget Process

The City Manager's Office has been aware of the Department's plans to mothball the facility as each department director was directed to evaluate their proposed

FY 2013 and FY 2014 budgets. Then, departmental spending was to be prioritized according to each department's key service factors, such as core mission, assessment of the criticality of the service/program to the core mission, cost benefit analysis, and available alternatives. These were just some of the factors each department used to prioritize their discretionary spending and to identify proposed spending reductions.

The regrettable closure of the facility is a part of bridging the gap in the fiscal year 2012-2013 budget process; however, the decision of where to reduce spending began with the department directors. The City's FY 2013 budget is lean, and there is less money available than available last fiscal year to most departments. However, the issue of closing the facility did not originate with the FY 2013 budget process.

Capital Planning and Park Facility Reviews – Advise demolish facility


Closing the facility and using the property for other purposes were addressed in the Recreation and Parks Department's September 2011 release of the Capital Needs Assessment (CNA) report and the subsequent abstracts reported in the companion documents--City Council District reports. The CNA was sent to City Council in the September 23, 2011, Notes to Council packet. The reports include excerpts from the Capital Needs Assessment and the City Council District report. Both reports advise that the facility is outdated, does not function well, needs extensive maintenance/renovation, and the space it occupies could be used to expand the other programs. In the file "CNA Letter" you will find the transmittal communication that was sent to City Council with the Capital Needs Assessment report. Those reports are attached.


Also attached is an excerpt of the City's Capital Improvement Program for 2011-2015 that was approved by the City Council on June 10, 2010. In that document, you will find the CIP worksheet recommending expansion of the Sports Connection and demolition of the facility. Between these documents, you can see that the closure of the facility was not a hasty or uninformed management decision.

Fiscal Note: Undetermined.

Recommendation: Receive report from Recreation and Parks Director and discuss the planned recreation facility closure.

Attachments / click to download

 [GRP Report on Facilities](#)

 [CNA Transmittal Letter](#)

 [COG CIP Report](#)

District IV Report for Greenville City Council



September, 21 2011

EXISTING PARKS LOCATED IN DISTRICT IV

Elm Street Park – One of Greenville’s oldest and most popular parks, Elm Street Park provides both indoor and outdoor recreation opportunities. The park is divided by Elm Street. The western section of the park contains the Elm Street Gym, an aging facility that is currently being renovated into the Drew Steel Center.



Green Mill Run Greenway – This 2.4 mile greenway links Greensprings Park to Elm Street Park and College Hill.

Peppermint Park – A 1.5 acre mini park with playground and picnic shelter. This park is well used by both children and adults.

Perkins Baseball Complex / Teen Center / Sports Connection –

- **Perkins Baseball Complex** is a 3 acre sports complex that provides game and practice facilities for Greenville Little League and other youth play. In addition to the youth baseball fields, the Perkins Baseball Complex contains a 2,700 S.F. restroom/concession/storage facility.
- **The Teen Center** is a 5,100 S.F. special use facility located adjacent to Perkins Baseball Complex. It provides meeting/activity space, as well as a variety of other indoor activities. The building contains two meeting/activity rooms; one of the rooms includes a refreshment bar and game tables. An outdoor sand volleyball court is adjacent to the building. In addition to teen activities, the building is used for bridge, computer training, and summer camp.
- **The Sports Connection** is a unique, indoor multipurpose facility that features batting cages (baseball and softball) and gymnasium activities (basketball, volleyball, kickball, etc.) In addition to providing a valuable training facility for baseball and softball, this 17,000 S.F. special use facility also offers a venue for birthday parties and other special events. A meeting room and arcade allow this facility multi-use capability. There is a charge for the use of programs and facilities.



Teen Center / Perkins Baseball Complex / Sports Connection

City Council District: 4

Neighborhood Served: City-Wide

Existing Park

Park Profile:

Description: Sports Connection/Perkins LL/Teen Center complex is identified as a "Special Use Facility", catering to different client groups using 3 different venues at this one location. The total site is approximately 4 acres, and is overdeveloped with too many facilities placed on one small piece of land. Both the Teen Center & the Sports Connection were developed by outside groups, then acquired by the City. Facility planning for these buildings did not consider departmental needs; as a result there are significant functionality issues in both buildings.

Project Scope:

Major elements: The Teen Center & Sports Connection were not developed by the city and have severe functionality issues due to a lack of integrated planning. The Teen Center is energy inefficient, with very poor interior space use, and there are significant infrastructure issues (HVAC, leaking roof, etc). Instead of spending a large amount of money on renovation, the Teen Center should be removed, and the money spent to expand/renovate the Sports Connection. Perkins Little League complex is completely built out and has numerous issues regarding its functionality, including parking, an unsafe road entrance off of 14th St., and no site amenities for such a heavily used location. In summary, project focuses on the demolition of the Teen Center, the expansion of the Sports Connection to create a viable recreation center, reconfiguration of site access, interior vehicle circulation and parking, & ADA accessibility.

Project Justification:

Improvements are needed to address outmoded building infrastructure, accessibility, safety, site functionality, and facility quality.

Park Evaluation Process:

Recommendations were developed by staff without public input.

Relationship to

Comprehensive Park Master Plan: The Comprehensive Recreation and Parks Master Plans recommends that the City invests \$27,000,000 for park renovations and improvements, \$12,760,000 targeted for New Park Development, \$2,980,000 for Land Acquisition, and \$10,450,000 for Special Use Facilities. Specific recommendations for park renovations, new development, land acquisition, & special use facilities are identified in this Capital Needs Assessment.

Facility Deficiencies Needs

Document #: 894541

Teen Center / Perkins Baseball Complex / Sports Connection City Council District: 4

Asset	Work Description	Priority Ranking	Cost Estimate
Existing Park Renovations:			
Sports Connection	Install new pitching equipment in batting cage area. Current equipment is old & unreliable.	HIGH	\$18,000
	Renovate roof to eliminate leaking.	HIGH	\$18,880
	Parking lot lighting levels very low. Improve lighting.	HIGH	\$22,000
Perkins LL	Improve 2 dugouts w/sun shade	HIGH	\$4,000
	Repave all existing parking & roadways; badly deteriorated.	HIGH	\$148,500
	Extensive restroom renovation required. Significant wood rot in building, ADA non-compliant.	HIGH	\$45,000
	4 sets of Bleachers need to be replaced; they do not meet current safety standards or ADA standards. Safety issue.	HIGH	\$52,000
	Replace scoreboard with a LED scoreboard	MEDIUM	\$14,000
	Install a standing metal seam roof on one dugout.	MEDIUM	\$4,500
	Picnic Shelters: Install two medium sized picnic shelters at current Teen Center site to service Little League activities & provide a gathering place for the public.	MEDIUM	\$32,000
Whole site	Repave all asphalt areas before total pavement failure. 37,780 Sq.Ft. of pavement @ \$2.60 per Sq. Ft.	HIGH	\$98,228
	Install a sign package for entire site.	MEDIUM	\$6,000
	SUBTOTAL:		\$463,108

Item # 14

*Continued on next page

Facility Deficiencies Needs

Document #: 894541

Facility Redevelopment

Teen Center	<p>Remove Teen Center: Building is of extremely poor design, has significant infrastructure issues (highly energy inefficient, roof replacement needed, etc.), & does not effectively function as a programmable space. Building should be demolished & the Sports Connection expanded.</p>	HIGH	\$25,000
Sports Connection	<p>Redesign Sports Connection: redesign current building to develop an integrated, multi-purpose recreation center serving individuals of all ages. Reconfigure existing portion of building to improve space management & usability, improve staff control & monitoring of space. Add section to existing building for gym & other activities. New HVAC system throughout. Building is modular construction & can be reasonably expanded.</p>	HIGH	\$2,291,955
Sports Connection & Perkins LL	<p>Reconfigure Perkins Entrance: The Perkins entrance off 14th St is dangerous; it is much too close to Greenville Blvd. for safe entrance. Reconfigure vehicular interior flow & expand parking to meet need, improving safety.</p>	HIGH	\$88,000
Entire site	<p>Playground Unit: Install a playground unit to support the overall redeveloped complex at this site.</p> <p>Improve parking lot lighting to improve security & public safety</p>	MEDIUM	\$84,000 \$12,000
		SUBTOTAL:	\$2,500,955
		Design and Engineering Fees (@ 7% construction)	\$176,607
		Owner's Contingency and Soft Cost - (@ 10% of construction)	\$252,296
		TOTAL:	\$2,929,857
		GRAND TOTAL:	\$3,392,965



Greenville Recreation & Parks Department

P.O. Box 7207
Greenville, NC 27835-7207

Phone (252) 329-4567
Fax (252) 329-4062
September 23, 2011

Dear City Council Members:

Some time ago we were requested to develop “district specific” reports in Council Districts 1, 2 and 3 that detailed the state of existing parks and recreational facilities and the future needs of those districts.

In order to complete this “state of the parks task” citywide, we were also asked to create reports for Districts 4 and 5. Since staff were in the process of developing an updated Capital Needs Assessment (CNA), we decided that the best approach was to use the results of that assessment in creating the reports for District 4 and 5.

Both the updated Capital Needs Assessment and individual reports for Districts 4 and 5 are attached. We are also taking this opportunity to update the original reports for Districts 1, 2 and 3. Those reports should be completed late next week. We will forward them to you at that time.

The CNA represents an intense staff effort to identify and communicate all the park system’s capital needs, and organize those needs into a single document. The goal is to present a “big picture overview” of Greenville’s facility and park needs so that those needs can be discussed and prioritized by Greenville’s decision makers.


This is not a “wish list”. It is a list of the current conditions and needs found in the park system and presents a realistic cost of addressing those needs.

These needs were identified through various means. Since our original assessment, staff and consultants have completed a number of park specific master plans. These plans had considerable citizen involvement throughout the process. Staff has also participated in numerous meetings with community members and a variety of special interest groups, as well as participating in some Council Member’s Town meetings. All of these comments were seriously considered and incorporated into the CNA when appropriate. In addition, at a number of facilities it was necessary to employ consultants or trades professionals for an analysis of building infrastructure. Those findings are also incorporated into the CNA.

The resulting document details extensive shortfalls in all areas of the department; in building infrastructure, in needed park renovations, and the need to create new park facilities in the many areas of Greenville not served by parks. The needs are great and the resources to address them are limited. That is the challenge, which makes effective and informed decision making all the more important.

I hope you find this document informative.

Sincerely,



Gary Fenton, Director

Attachment

CAPITAL IMPROVEMENT PROGRAM (CIP)

FISCAL YEARS 2011 - 2015



Approved by City Council
June 10, 2010

Mission Statement

The City of Greenville is dedicated to providing all citizens with quality services in an open, ethical manner, insuring a community of distinction for the future.

SUMMARY OF CAPITAL IMPROVEMENT REQUESTS BY DEPARTMENTS

DEPARTMENT / PROJECT TITLE	BUDGET YEAR		PLAN YEAR		FUTURE CIP PLAN YEARS											
	2010-11		2011-12		2012-13		2013-14		2014-15		TOTAL					
	MET	UNMET	MET	UNMET	MET	UNMET	MET	UNMET	MET	UNMET	MET	UNMET				
1 Fire Safety (GF)	\$ 45,000	\$ -	\$ 49,610	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,000	\$ -				
2 Bleacher Replacement (GF)	\$ 49,610	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 148,830	\$ -				
3 Evans Park Drainage Imp. (GF)	\$ 95,000	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 95,000	\$ -				
4 Guy Smith Stadium Ren. (GF)	\$ -	\$ 138,500	\$ -	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -				
5 Park Services Maint. Shop Ren. (UM)	\$ -	\$ -	\$ -	\$ -	\$ 850,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 58,000	\$ 198,500				
6 Kristen Road Playground Ren. (GF,UM)	\$ -	\$ 235,930	\$ -	\$ 4,200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 850,000				
7 South Greenville Rec. Center Imp. (UM)	\$ -	\$ 40,000	\$ -	\$ 395,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,435,930				
8 Eppes Center Imp. (UM)	\$ -	\$ -	\$ 38,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 77,500	\$ 435,000				
9 ADA Improvements (GF)	\$ -	\$ 75,000	\$ -	\$ 210,652	\$ 77,140	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000				
10 Tar River Greenway Ext. (UM)	\$ -	\$ 185,671	\$ 58,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 76,085	\$ 473,483				
11 Park Facilities Paving (UM)	\$ 18,085	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
12 Chain Link Fence Replacement (GF)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
13 Backhoe (UM)	\$ -	\$ 53,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,500				
14 Greenfield Terrace Imp. (GF,UM)	\$ 85,000	\$ 149,800	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 85,000	\$ 1,149,800				
15 Pine Crest Park Development (UM)	\$ -	\$ 10,000	\$ -	\$ 435,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 445,000				
16 Paramore Park Trail Imp. (UM)	\$ -	\$ 56,900	\$ -	\$ 328,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ 56,900				
17 Countryside Park Development (GF,UM)	\$ -	\$ 194,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 328,000				
18 Dream Park Development (UM)	\$ -	\$ 75,000	\$ -	\$ 45,000	\$ 78,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 194,000				
19 Jaycee Park Imp. (UM)	\$ -	\$ 75,000	\$ -	\$ 95,000	\$ -	\$ -	\$ -	\$ 274,452	\$ -	\$ -	\$ -	\$ 75,000				
20 Door & Key Standardization (UM)	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000				
21 River Park North Imp. (UM)	\$ -	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000				
22 West Meadowbrook Park Imp. (UM)	\$ -	\$ 228,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 228,000				
23 TRUNA Park Development (UM)	\$ -	\$ 180,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 180,000				
24 ADA Access / Parking Control (UM)	\$ 150,000	\$ -	\$ -	\$ 398,000	\$ 55,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 451,000				
25 Aquatics & Fitness Center Imp. (GF,UM)	\$ -	\$ 106,000	\$ -	\$ -	\$ 1,965,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,071,000				
26 Elm Street Park Imp. (G,UM)	\$ 35,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ -	\$ -	\$ 35,000	\$ 4,150,000				
27 Highway 33 Park Development (UM)	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,200,000				
28 Highway 43 Park Development (UM)	\$ -	\$ -	\$ -	\$ 45,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,700				
29 H. Boyd Lee Center Imp. (UM)	\$ -	\$ 37,000	\$ -	\$ 295,000	\$ 318,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 335,000				
30 Guy Smith Field Bldg. (UM)	\$ -	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000				
31 Park Wayfinding Sign (UM)	\$ -	\$ 72,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 72,000				
32 Allen Ridge Park Development (UM)	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000				
33 Evans Park Irrigation (UM)	\$ -	\$ -	\$ -	\$ 238,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 338,000				
34 City Pool Building (UM)	\$ -	\$ -	\$ -	\$ 52,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,500				
35 Town Common, Phase I (B,UM)	\$ -	\$ -	\$ -	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 335,000				
36 Off-Leash Dog Area Lighting (UM)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,250,000				
37 Hillisdale Park Development (UM)	\$ -	\$ -	\$ -	\$ 36,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,000				
38 Soccer Complex Field Lights (UM)	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 338,000				
39 Spraygrounds (UM)	\$ -	\$ -	\$ -	\$ 390,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 390,000				
40 Lake Elsworth Park Development (UM)	\$ -	\$ -	\$ -	\$ 600,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200,000				
41 3rd Street School Park Development (UM)	\$ -	\$ -	\$ -	\$ 228,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 228,000				
42 Sports Connection Renovations (UM)	\$ -	\$ -	\$ -	\$ 306,143	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 306,143				
43 Beatrice Maye Garden Imp. (UM)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,350,000				
44 Open Space Land Acquisition (UM)	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 46,000				
SUBTOTAL	\$ 674,445	\$ 2,292,301	\$ 346,360	\$ 8,280,852	\$ 49,610	\$ 6,803,283	\$ -	\$ 5,462,452	\$ -	\$ 4,249,600	\$ 1,070,415	\$ 27,088,488				

FUNDING SOURCE LEGEND

B - BONDS
CR - CAPITAL RESERVE
G - GRANTS/INCDOT/OTHER

GF - GENERAL FUND
PB - POWELL BILL
SF - SANITATION FUND

SWF - STORMWATER FUND
VRF - VEHICLE REPLACEMENT FUND
P - PRIORITY NUMBER



City of Greenville, North Carolina

Meeting Date: 8/6/2012
Time: 6:00 PM

Title of Item: Ordinance establishing a downtown limited time zone parking permit program

Explanation: On March 8, 2012, City Council received a comprehensive staff report on public parking in the uptown commercial district. Among the recommendations that were accepted by the City Council at the March 8, 2012, meeting was creation of an "E" tag downtown employee parking permit program that would address concerns expressed by business and building owners regarding the difficulties that area employees and tenants were having with the City's current public parking offerings. For an uptown resident or employee, the City's limited inventory of lease parking spaces is generally not a good option, while free 1-hour and 2-hour time limited parking does little to help an uptown employee whose shift may last 4, 5, or 8 hours. In the "Downtown Commercial" zoning classification, which covers virtually all of the uptown commercial district, commercial and residential buildings are required to provide little or no parking under the assumption that residents, patrons, and employees will rely upon public parking resources provided by the City, or on commercial parking facilities.

There are currently only a few privately owned downtown parking lots and no commercial parking decks in the uptown district so parking patrons must rely almost exclusively on City of Greenville parking resources.

The recommended "E" zone or employee zone parking permit program would be similar to the "A", "B" and "C" tag system operated by East Carolina University, which allows parking tag holders to park in designated lots on a first come, first served basis. Individuals who can show proof of their employment or residence in the uptown district would be eligible to purchase a parking permit from the City of Greenville. Display of the "E" permit would allow the permit holder to park in designated on-street and off-street spaces for longer than the standard time permitted for that space. The "E" tag holder would be required to display the permit in order to park their vehicle and would be subject to enforcement procedures should their vehicle be parked in a City parking lot without properly displaying the permit.

Fiscal Note:

Staff recommends that the “E” tag permit be priced at \$150 per year and be sold on a “calendar year” basis with a six-month proration. Thus, a permit could be purchased on January 1 of a particular year at full price and would be valid until December 31 of that year. A tag that was purchased after July 1 in any given year would be discounted by 50%. It is expected that there will be an initial subscription of approximately 220 spaces which if fully sold would generate new parking revenue of \$33,000 per year. A portion of revenues received will be reduced by the annual expenses associated with Public Works' maintenance of required signage and pavement markings.

Recommendation:

The Redevelopment Commission, Parking and Transportation Commission, and Uptown Greenville Board of Directors have all received presentations regarding this program, and all have endorsed the proposed program. Staff recommends that the City Council adopt the proposed ordinance that amends Chapter 2 of Title 10 of the Greenville City Code by establishing a downtown limited time parking permit program.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Uptown Parking Review \(Final\)](#)

 [Downtown_Zone_Parking_Ordinance_926893](#)

ORDINANCE NO. 12-
AN ORDINANCE AMENDING CHAPTER 2 OF TITLE 10
OF THE GREENVILLE CITY CODE BY ESTABLISHING A DOWNTOWN LIMITED TIME
ZONE PARKING PERMIT PROGRAM

THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, DOES HEREBY ORDAIN:

Section 1: That Article O of Chapter 2 of Title 10 of the Code of Ordinances, City of Greenville, is hereby amended by the addition of a subsection (C) to Section 10-2-174 to read as follows:

(C) Parking spaces within limited time parking zones may be designated for downtown permit parking by the Director of Public Works. When the downtown permit parking spaces are properly marked for downtown permit parking, the time limits imposed in the limited time parking zone shall not apply to those spaces when a parked vehicle has a properly displayed valid downtown parking permit decal.

Section 2: That Article O of Chapter 2 of Title 10 of the Code of Ordinances, City of Greenville, is hereby amended by rewriting subsection (B) of Section 10-2-175 to read as follows:

(B) *Violation of parking limitation prohibited.* No person shall park a motor vehicle in any limited time parking zone, as defined in this section, for a period of more than two consecutive hours, except in those spaces marked with “Leased Parking Only” signs or in those spaces designated for downtown permit parking when the vehicle has a properly displayed valid downtown parking permit decal. To interrupt the continuity of the allowable two-hour period of parking, the motor vehicle must be out of that same limited time parking zone for more than one hour.

Section 3: That Article O of Chapter 2 of Title 10 of the Code of Ordinances, City of Greenville, is hereby amended by the addition of a Section 10-2-179 to read as follows:

Sec. 10-2-179. Downtown Permit Parking Spaces

(A) *Definitions.* For the purposes of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Downtown area. The area bordered by the Tar River to the north, Reade Circle to the south, Pitt Street to the west, and Reade Street to the east.

Downtown parking permit decal. A special permit issued by the Collections Division of the Financial Services Department and authorizing the vehicle bearing the permit to be parked in designated locations within the downtown area.

Downtown permit parking space. A parking space in the downtown area designated on the Schedule of Traffic Regulations for downtown permit parking.

(B) *Spaces designated.* Downtown permit parking spaces shall be designated by the Director of Public Works only in areas located in the downtown area which are also designated as having a two hour parking limitation. When the downtown permit parking spaces are properly marked for downtown permit parking, the two hour time limitation shall not apply to these spaces when a parked vehicle has a properly displayed valid downtown parking permit decal.

(C) *Permit decal display.* The downtown parking permit decal shall be attached to the left rear bumper or the left rear window of the vehicle for which it was issued as specified on the sticker and shall contain the vehicle license number as well as valid dates of the permit.

(D) *Eligibility for permit decal.* A resident who resides within the downtown area is eligible to receive a downtown parking permit decal for each vehicle which is principally operated by the resident provided that a permit is available. An employee or owner of a business that is located in the downtown area or an employee of a government or institution that is located within the downtown area is eligible to receive a downtown parking permit decal for each vehicle which is principally operated by the employee or business owner provided that a permit is available. The Collections Division of the Financial Services Department shall verify the residence or business address of persons obtaining such decals and shall record on the face of the decal the license number of the vehicle. As proof of residency, the Collections Division of the Financial Services Department may require utility bills, notarized affidavits of the landlord, auto registration cards, and other documentation deemed necessary naming the permittee and showing an address within the downtown area. As proof of employment or business ownership within the downtown area, the Collections Division of the Financial Services Department may require affidavits from a business owner, government, or institution, a business license, articles of incorporation naming an individual as an owner or officer of a business, or other documentation deemed necessary. The Director of Public Works is authorized to establish regulations relating to the issuance and display of downtown parking permit decals not inconsistent with the other provisions of this section.

(E) *Downtown parking permit fee.* The Collections Division of the Financial Services Department shall issue downtown parking permit decals each year and a fee shall be charged. The amount of the fee shall be set out in the *Manual of Fees* for the City of Greenville. The charge may be prorated for partial years. There shall also be a charge for duplicate permit decals, and that charge shall be set out in the *Manual of Fees* for the City of Greenville. Such permit decals shall not be transferable to another vehicle. Downtown parking permit decals shall be issued on a calendar year basis and shall expire at midnight on December 31st of each year. Purchase of a permit does not guarantee availability of a parking space.

(F) *Availability of permits.* The total number of downtown parking permits shall be determined by the Director of Public Works and shall be based on the total number of parking spaces made available for the downtown permit parking. The number of downtown parking permits issued for a fiscal year shall not exceed one hundred ten percent (110%) of the total number of parking spaces made available for the downtown permit parking.

(G) *Violations.* It shall constitute a violation of this Code for any person to falsely represent himself or herself as being eligible for a downtown parking permit decal or to furnish any false information in an application to the Collections Division of the Financial Services Department in order to obtain a downtown parking permit decal. The Collections Division of the Financial Services Department is authorized to revoke the downtown parking permit decal of any permittee found to be in violation of this section and, upon written notification thereof, the permittee shall surrender the permit to the Collections Division of the Financial Services Department. Failure by a permittee to surrender a downtown parking permit decal, when notified by the Collections Division of the Financial Services Department of the requirement to surrender, shall constitute a violation of this Code.

Section 4. The Manual of Fees of the City of Greenville is hereby amended, in the Section entitled Parking Fees by the addition of the following:

Account Number	Code	Service	Fee
		Downtown Parking Permit Decal	\$150.00
		Duplicate Downtown Parking Permit Decal	\$5.00

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

Section 7. This ordinance shall become effective upon its adoption.

This the 9th day of August, 2012.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

City of Greenville

Uptown District

Public Parking Review



January - 2012

Prepared by the City of Greenville

Economic Development Division

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Introduction

The purpose of this report is to present an overview of parking conditions in Greenville's Uptown District, (also referred to as "downtown"), as well as to present a series of recommendations that an ad hoc parking study group believes will lead to more favorable experiences for parking patrons. This report was prepared at the request of numerous Uptown District business and property owners who shared common concerns regarding what they perceived as a decline in readily available parking for their patrons, employees and tenants. In response, Greenville's Economic Development Division led a collaborative effort that included the Uptown Greenville organization as well as other City agencies including the Greenville Police Department and the Greenville Traffic Engineering Division. Other outside agencies such as Pitt County Engineering and ECU Parking Services provided input and assistance with this report.

Although this report is presented as an independent review of parking conditions in the Uptown District, it should be noted that there have been previous parking studies, most notably in 2004 when the City accepted a downtown parking report from parking and traffic consulting firm Carl Walker. The conclusions of that study indicated an adequate supply of downtown parking but also noted that with completion of several downtown development projects that were then on the drawing board, parking would likely be in greater demand. A number of those projects such as the renovation of the Brody and Jefferson's buildings have in fact occurred. One flaw that the current study group noted with the 2004 Walker report was that the study included parking lots in many blocks that are controlled by East Carolina University. Parking spaces in those lots are restricted to various types of university use and are never available for use by the general public. A copy of the 2004 Carl Walker study is attached as an appendix to this report.

The first three sections of this report provide details on the City's existing parking inventory, results of an Uptown area building and business owner parking survey, as well as present results of a demand study of City-controlled public parking lots. The final section outlines a series of recommendations for improved parking practices that were agreed to by the parking study group and that have also received considerable public support. In summary, this report characterizes Uptown area parking as a valuable commodity, and seeks to utilize that commodity in the most efficient ways possible. The report recommends a gradual move away from lease parking which is viewed as inefficient, and recommends that the City move toward other more efficient classes of parking to include zone parking, metered parking and time limited parking. Finally, the report recommends a number of administrative improvements including centralization of parking information on the City's web site, updates to the City's parking fee structure, and potential centralization of administrative responsibility for the City's parking programs. With enactment of these recommendations, as well as continued review of City parking programs and policies, the parking study group believes that Uptown District parking can become an even greater asset to businesses, employees and parking patrons.

Uptown Parking Overview

1.01. November 2010 Public Meeting

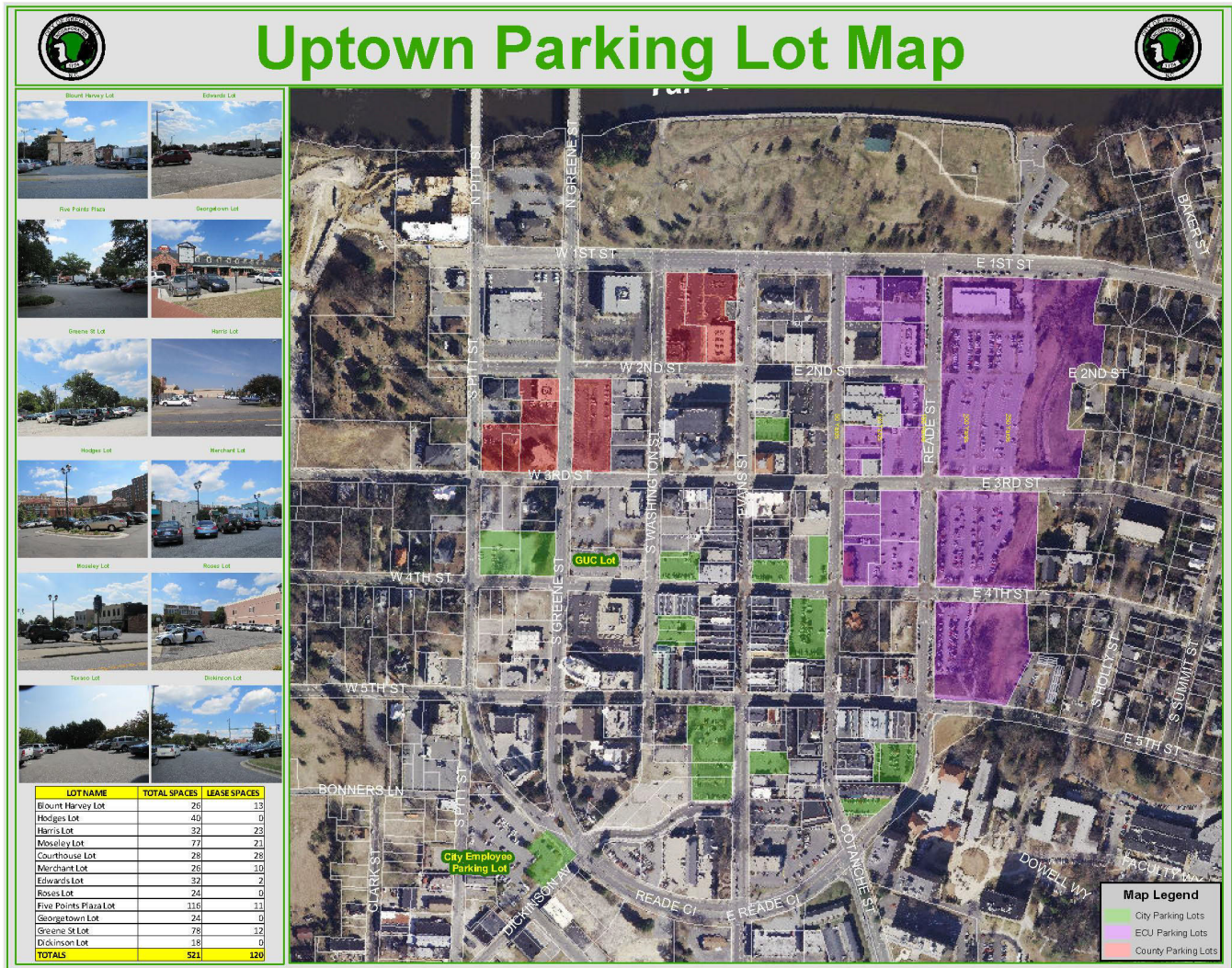
At the request of many merchants, building owners and tenants in Greenville’s Uptown Commercial District, the City of Greenville and Uptown Greenville, Inc. organized a public forum in November of 2010 for the purpose of discussing public parking issues. During the well attended forum, many participants expressed their desire for more nearby parking for their customers, tenants and employees. The prevailing view of many in attendance was that Uptown area employees frequently occupy available parking spaces near businesses due to a lack of dedicated parking for those same employees. Many participants also noted that public parking in the Uptown area is hard to identify with many parking lots apparently underutilized during high demand periods such as the lunch hour. Attendees also discussed the need for additional parking spaces and expressed strong support for the construction of a central parking deck in the Uptown District. Perhaps most importantly, meeting participants urged the City of Greenville to view parking planning as an ongoing task as opposed to what participants viewed as the on again, off again approach the City has followed with parking planning in the past.

As a method to gain input from meeting participants, facilitators from the City and Uptown Greenville utilized a “SWOT” analysis method to elicit comments from participants. Through this method, facilitators were able to better understand the participant’s perceptions of the strengths, weaknesses, opportunities and threats associated with Uptown area parking. Participant comments are summarized in the following table.

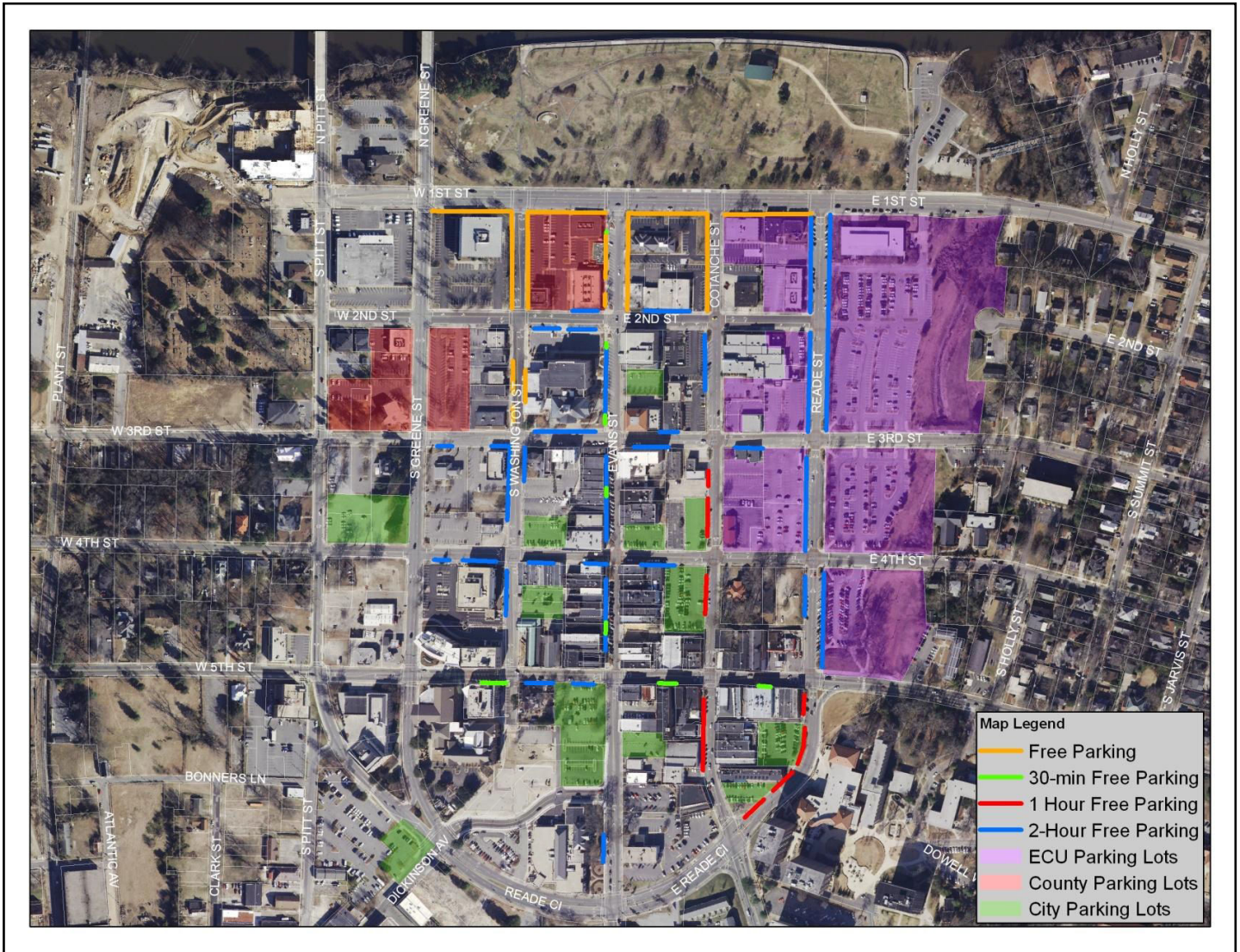
STRENGTHS	WEAKNESSES	OPPORTUNITIES	THREATS
Newly constructed parking at Five Points Plaza available to library.	Parking for customers not available due to employee’s parking near businesses.	Construction of a parking deck that is centrally located to Uptown businesses.	Existing parking spaces may be re-tasked for other uses. (Redevelopment)
On-street parking spaces are near businesses.	Hard to identify where public parking is located.	There are surface lots and on-street parking spaces that are underutilized.	Short term thinking by City regarding parking strategies.
Recently opened businesses creating a greater demand for parking.	Free public parking in evening causes some businesses not to have adequate parking.	Additional loading zones could be created to better serve downtown businesses.	More businesses – less loading zones.
		Long term parking for residents and employees could be created.	
		Be more consistent with parking enforcement.	

1.02. Uptown Parking Lot Map

For the purposes of this parking review and report, the boundaries of the Uptown District are marked by the Tar River to the north, Reade Street to the east, Pitt Street to the west and Reade Circle and portions of Dickinson Avenue to the south. As illustrated in the maps below, there are substantial parking resources within these boundaries, however much of the parking is controlled by East Carolina University, (purple) and Pitt County, (red). These parking resources are typically not made available for general public parking. The remaining City parking inventory which is depicted in green, includes some 500 surface parking spaces along with an additional on-street parking inventory of some 400 spaces. Of the 500 surface parking spaces, approximately 100 are reserved for City employee parking during the work-week while an additional 120 spaces are available for private monthly leases. The remaining surface and on-street parking spaces are available to the general public but are either metered or time limited free parking.



1.03. On-Street Public Parking Map



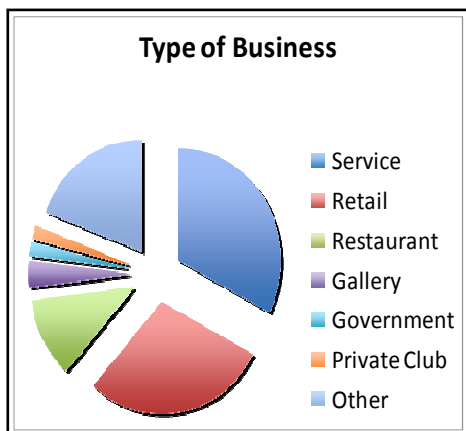
Uptown Parking Survey Report

2.01. Overview of Report

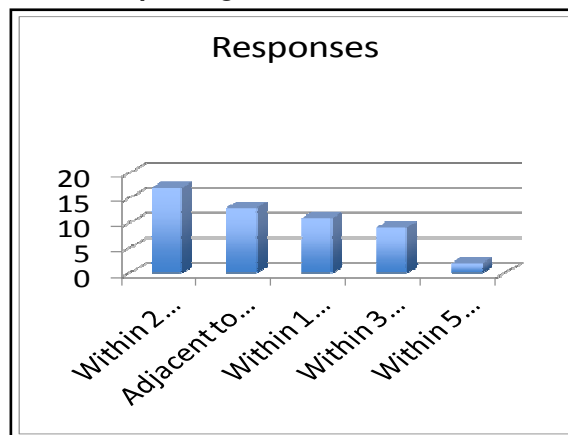
As part of this parking review, a parking survey was conducted by the Uptown Greenville organization utilizing both online and paper surveys. A total of 52 surveys were completed by Uptown District merchants and property owners during the spring of 2011. Major themes identified by survey respondents included comments regarding the lack of employee parking, concerns about the general availability of parking, and a strong interest for the City to pursue construction of a parking deck. The figures below summarize some of the key findings of the Uptown Greenville Parking Survey.

2.02. Select Survey Data

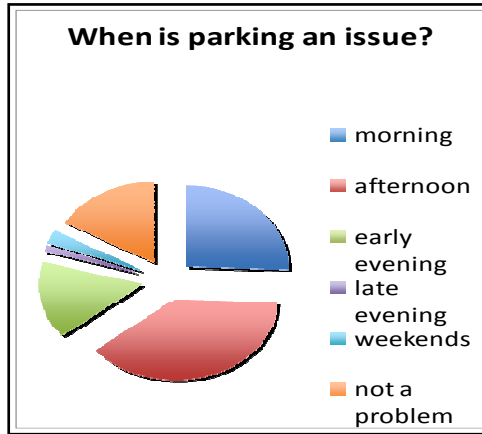
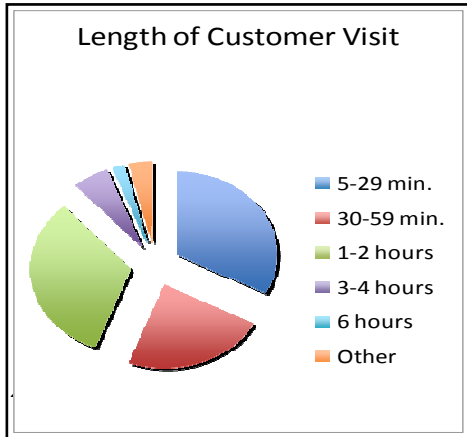
52 Surveys Were Completed



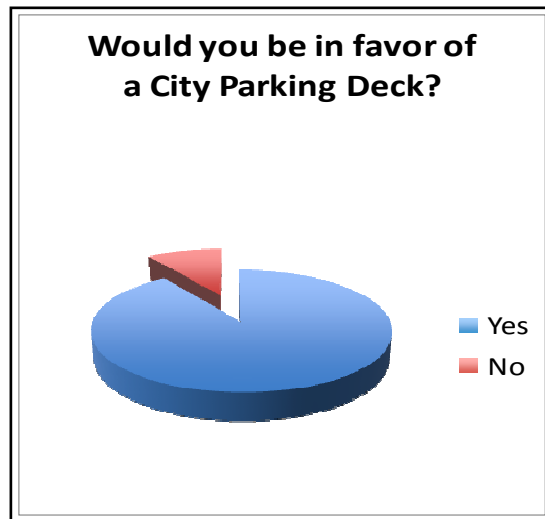
How many blocks would employees walk to parking?



2.03. Customer Visits



2.04. Parking Options

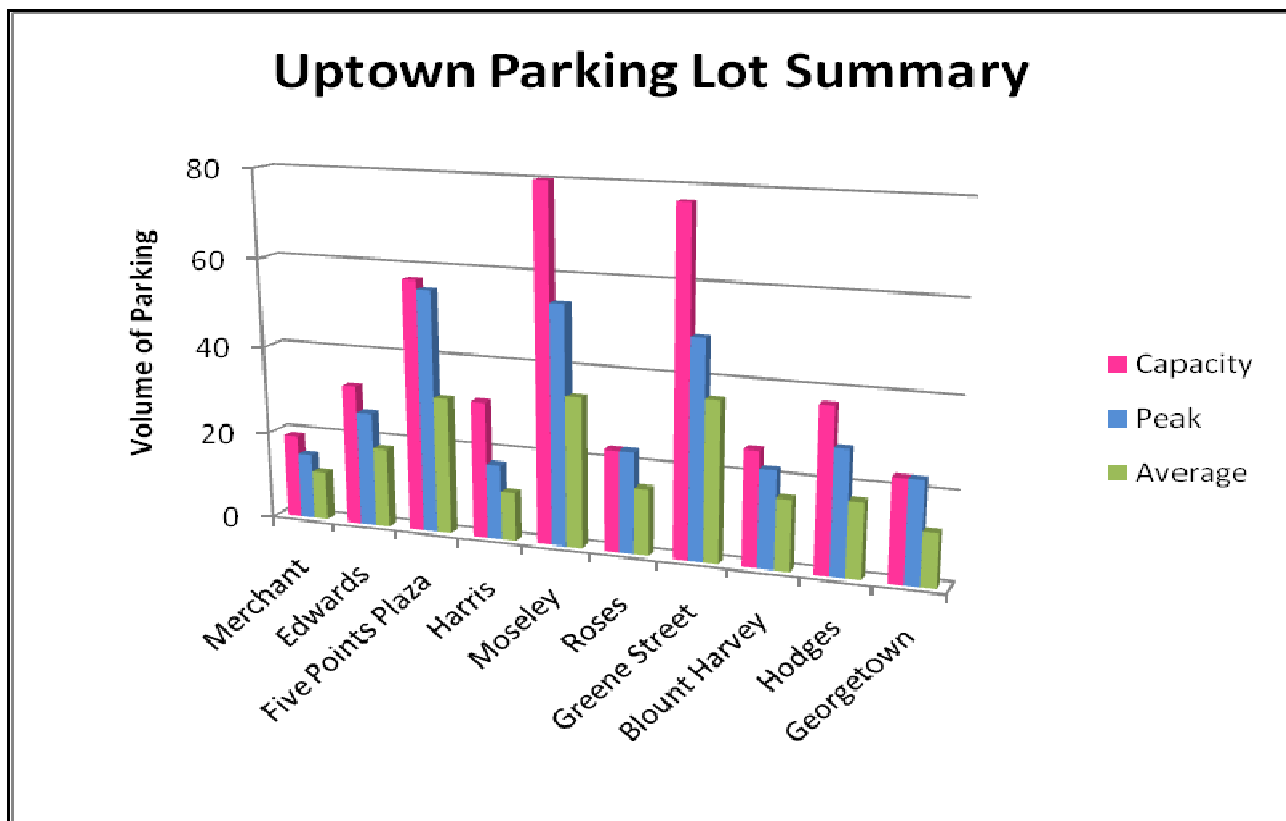


Parking Demand Study Report

3.01. Uptown Public Parking Lot Demand Study

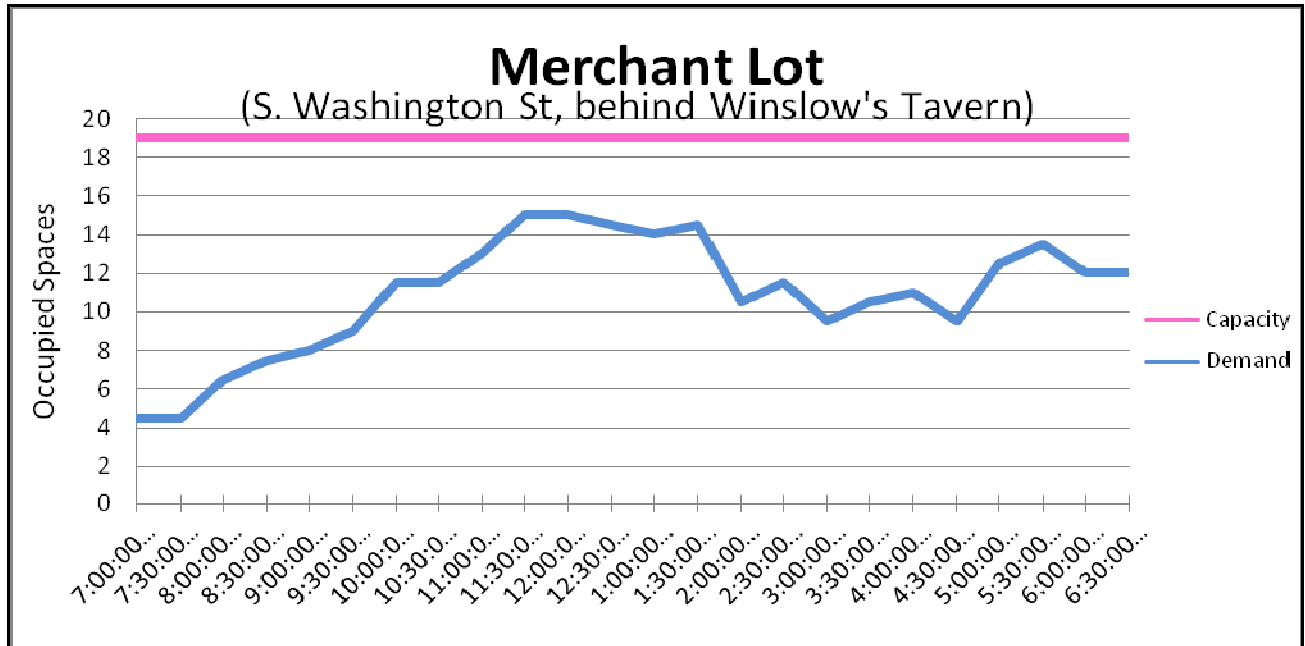
The purpose of the parking demand study was to develop a reliable “snapshot” of public parking space demand during a period of time that is representative of typical usage for those spaces. This “snapshot” can be used to gauge the demand and turn over in each lot as well as the peaking trends of the various lots within the study. The methodology of the study included the utilization of City contract workers assigned with counting vehicles in each downtown public parking lot from 7:00 a.m. to 7:00 p.m. at 30 minute intervals. These counts were taken over a three day, midweek period in late April 2011 while classes at East Carolina University remained in regular session.

3.02. Uptown Parking Lot Summary

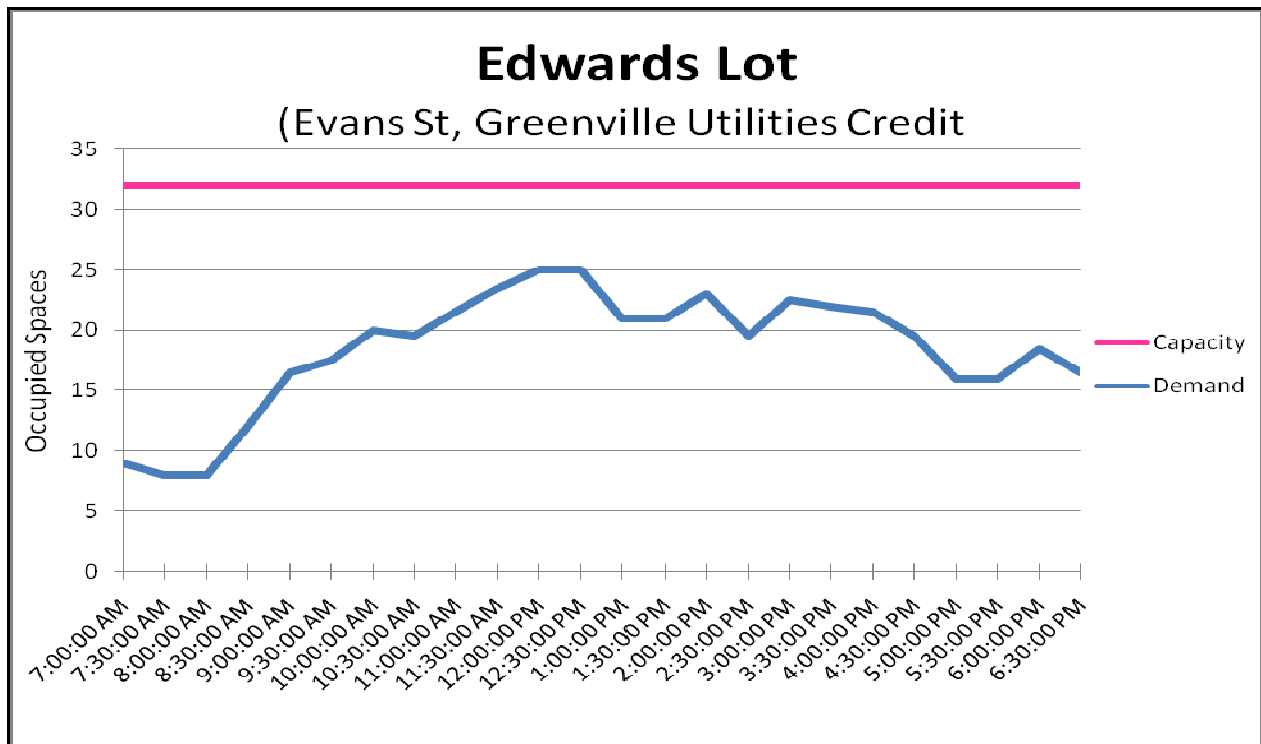


1. The pink column represents the physical capacity of each lot.
2. The blue column represents the peak parking activity within each lot.
3. The green column represents the average number of parked vehicles in the lot over the course of the 12 hour study period.

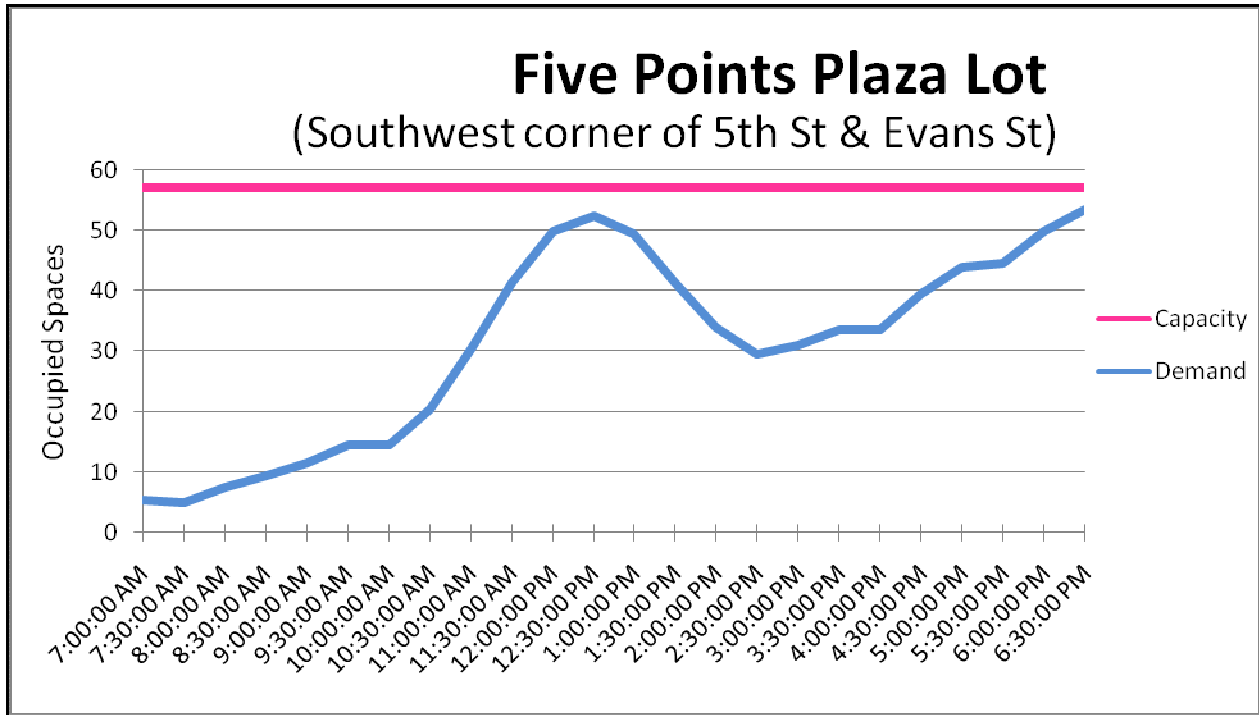
3.02. (a) Merchant Lot



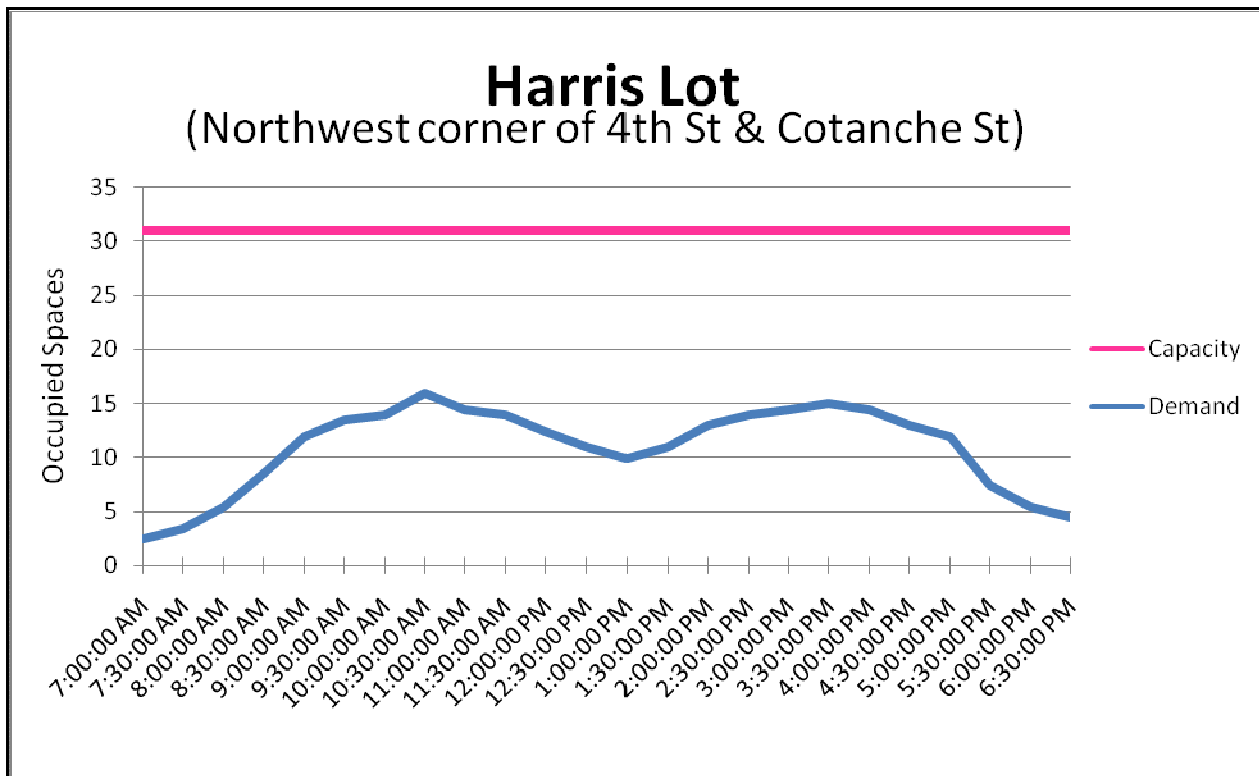
3.02. (b) Edwards Lot



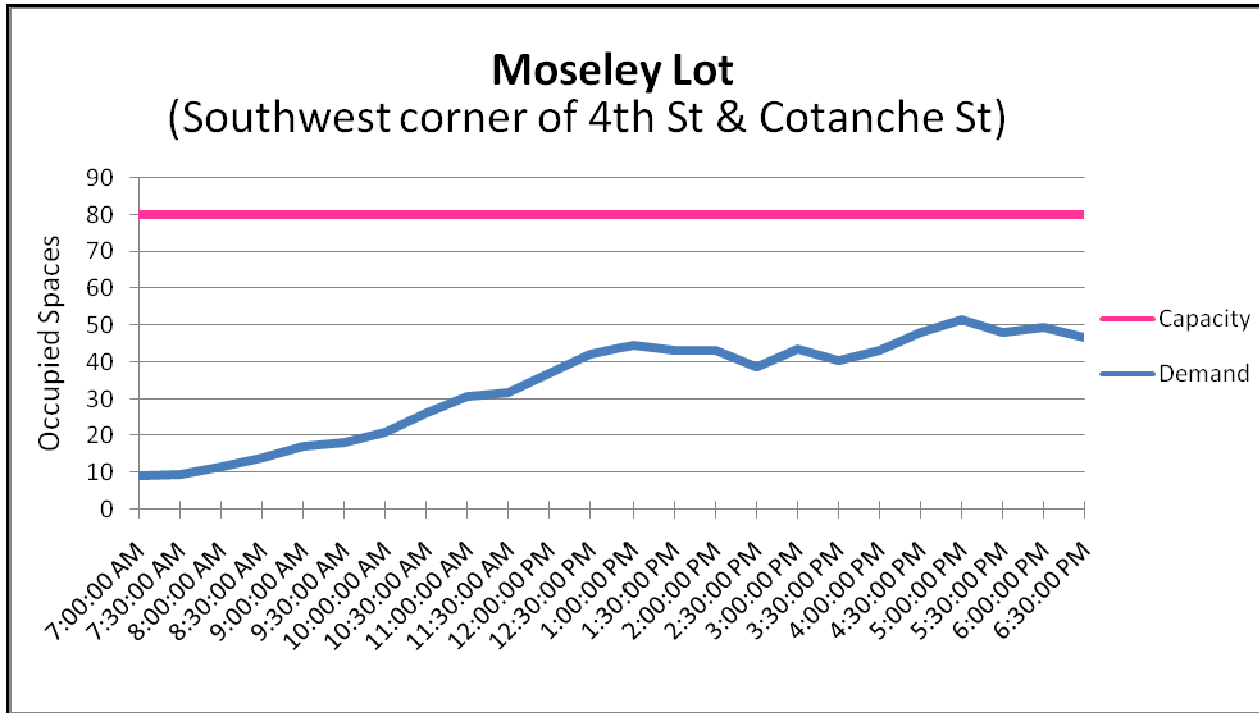
3.02. (c) Five Points Plaza Lot



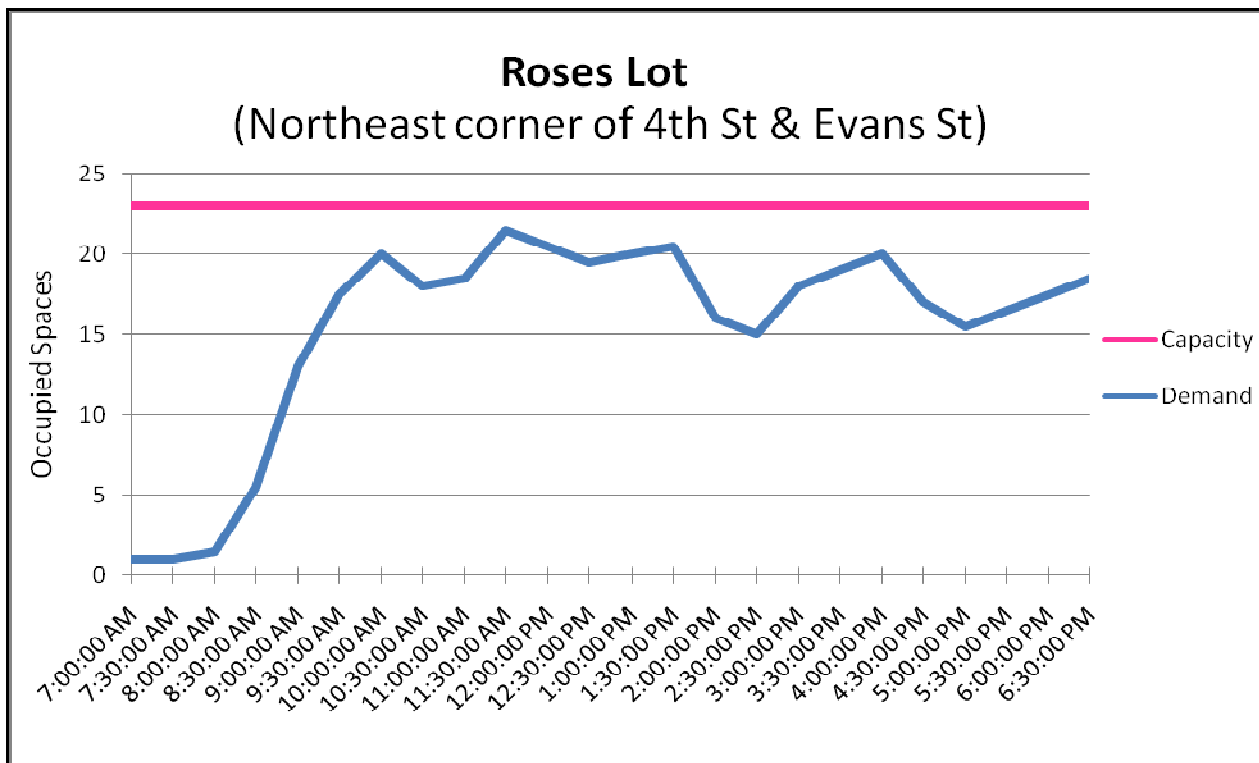
3.02. (d) Harris Lot



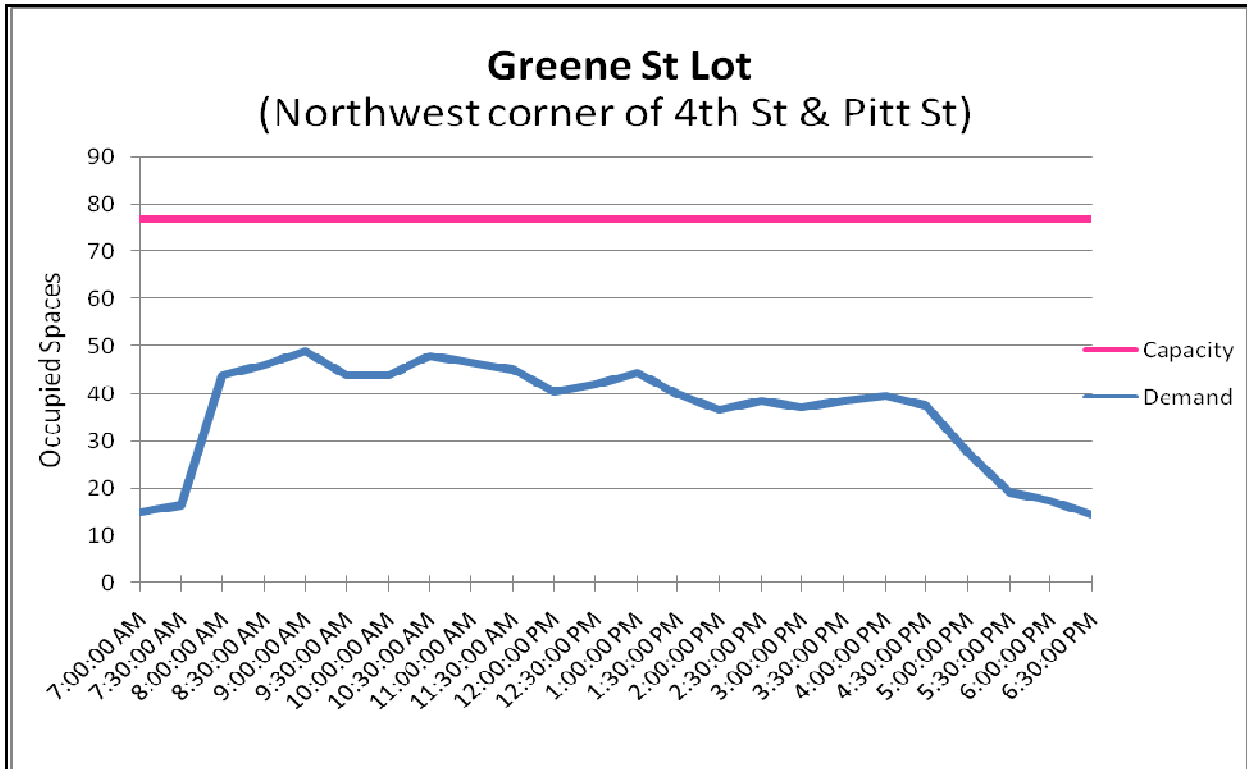
3.02. (e) Moseley Lot



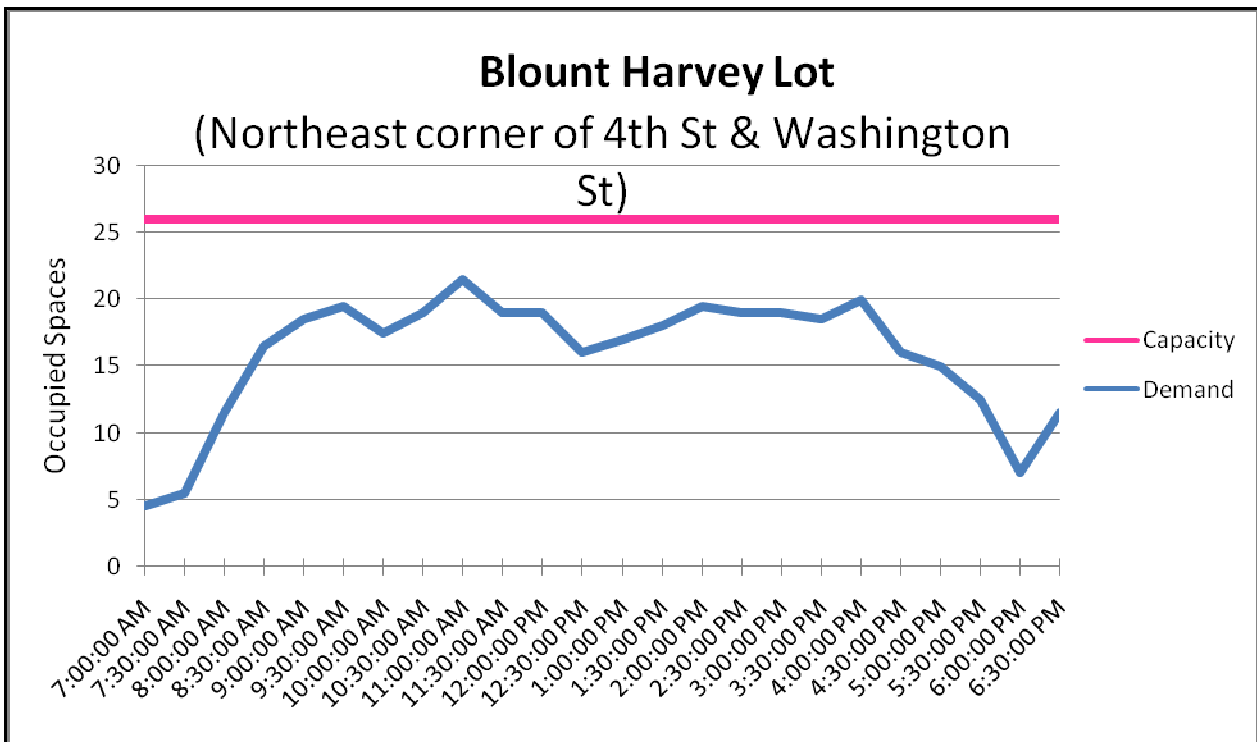
3.02. (f) Roses Lot



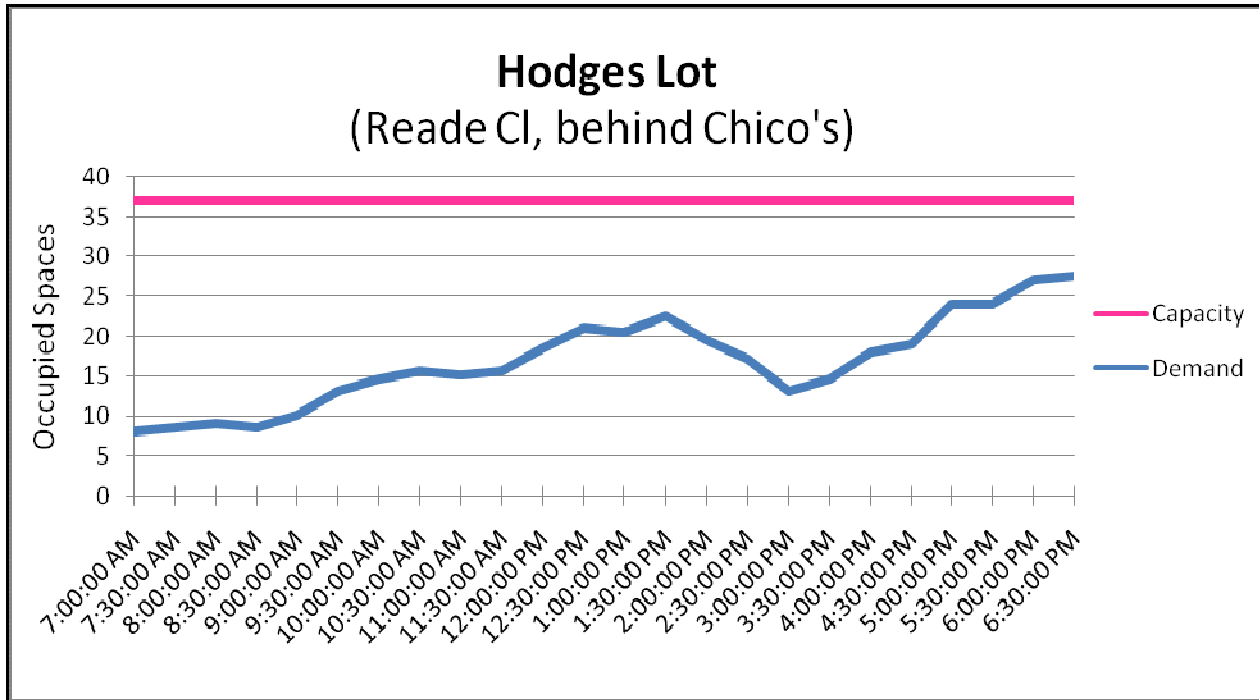
3.02. (g) Greene Street Lot



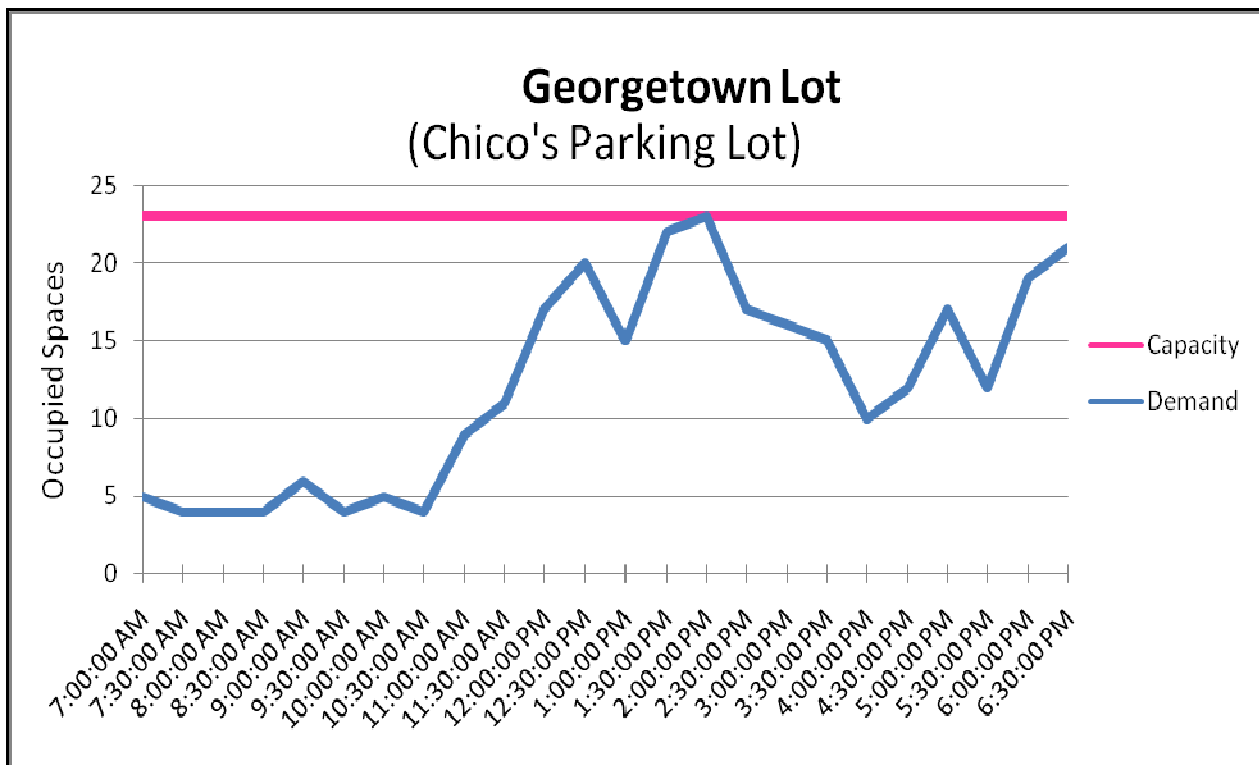
3.02. (h) Blount Harvey Lot



3.02. (i) Hodges Lot

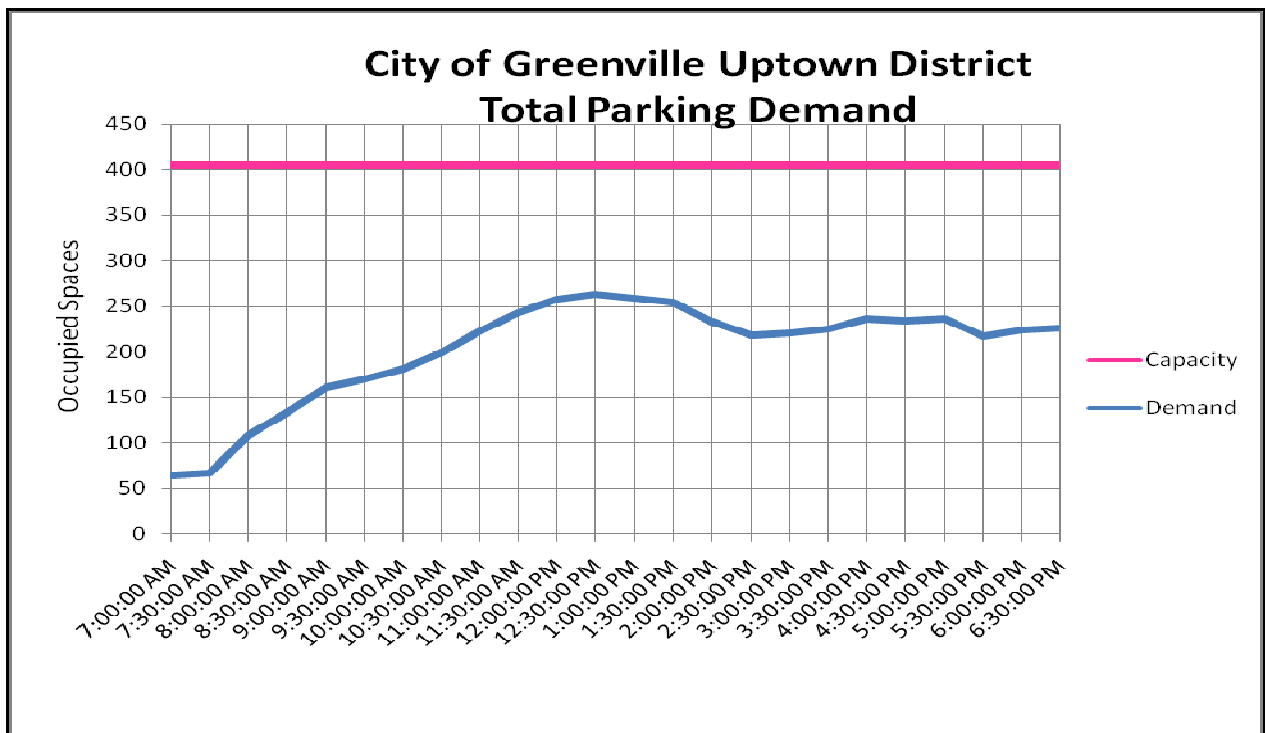


3.02. (j) Georgetown Lot



3.03. City of Greenville Uptown District Total Parking Demand

The graph below represents a total snap shot of usage of some 400 public parking spaces in the Uptown Greenville Commercial District during the three-day survey period. The graph illustrates that peak demand within the surveyed parking lots never exceeded 263 vehicles or 65% of capacity during the high traffic lunch hours. Demand at other times of the day ranges from around 15% of capacity and was steady in the 50% capacity range during the greater part of the business day.



Uptown Parking Improvement Strategies

4.01. Uptown Parking Goals & Objectives

The City of Greenville’s primary parking goal for the Uptown Commercial District is to create positive parking experience for all residents, Uptown area workers, and visitors. With this primary goal in mind, the ad hoc parking review committee developed the following objectives intended to help achieve the primary goal.

Utilize existing spaces to their maximum potential:

- New parking spaces are expensive to acquire or build so efficient use of existing parking spaces should be the highest priority.

Develop a “market based” parking fee structure:

- Due to the limited number of parking spaces within the Uptown Commercial District as well as a growing demand for use of those spaces it is clear that parking spaces are a “commodity”. As such, it makes sense to assign economic value to the parking spaces especially given the cost to the City of Greenville of acquiring and maintaining these spaces. Such an economic model would parallel commercial real estate development where the cost of parking is often included in a tenant’s rent through additional “CAM”, or *Common Area Maintenance* fees.

Move toward fewer lease spaces, and combine into all lease lots where possible:

- The City’s current policy of leasing parking spaces from 7:00 a.m. until 5:00 p.m. represents an antiquated and less efficient method of parking management. While a lease holder has rights to the parking space during the hours of the lease, the parking space may or may not be utilized at high capacity. The City’s current arrangement of mixing lease parking spaces with time limited spaces in common parking lots creates confusion for parking patrons and makes parking enforcement more difficult.

Institute “E” zone parking program:

- Of all the parking related concerns, perhaps the most common is the concern that there are no parking policies in place that account for hourly workers and residential tenants in the Uptown District. An “E” or *employee zone* parking tag system would allow for parking tag holders to park in certain designated time restricted spaces for periods longer than what is typically allowed for by City ordinance.

Convert all on-street parking to 2-Hour:

- The current mix of 15 minute, 1-hour and 2-hour time limited parking spaces along the Uptown Streets can be confusing to parking patrons. Many Uptown District business owners have made the case that typical visits to Uptown District businesses last longer than one hour and closer to two hours. Symmetrical time limits across the Uptown District will make parking enforcement more efficient.

Add on-street parking spaces along 1st Street:

- First Street in the Town Common corridor provides a vehicular capacity well above what Greenville motorists might need on a normal day. For this reason, the wide street represents an opportunity to provide as many as 200 additional parking spaces simply by rededicating the use of one or two vehicular lanes to on-street parking spaces.

Install a parking “wayfinding” system:

- A common theme heard during public parking meetings is that many parking patrons have a difficult time finding public parking in Uptown Greenville. Installation of a parking “wayfinding” system will help alleviate some of the confusion by directing motorists to the City’s parking lots.

Develop a comprehensive downtown parking web site:

- Parking information for Greenville’s Uptown District is currently available on-line through the City’s web site but is scattered on as many as five separate City web pages. Consolidation of those web pages into one user friendly site will provide for easier access and simplicity of use to potential Uptown District parking patrons.

Meter spaces around Courthouse & Courthouse Lot:

- Much as the deployment of parking pay stations has helped to manage parking in high demand parking areas adjacent to East Carolina University in the Reade Street corridor, parking pay stations can be deployed in the vicinity of the Federal and County courthouses to help manage inappropriate use of public parking spaces in those areas.

Grow reserve fund for parking capital improvements:

- With the understanding that development and maintenance of parking spaces within the Uptown District is an expensive proposition, City Council has authorized yearly parking pay station revenues that exceed expenses to be

“reserved” for future use. It would be wise for the City to formalize this process such that all parking revenues are reserved in a fund that can be used to maintain existing parking spaces and create new parking as needed.

Continue to review opportunities for structured parking:

- It is clear that businesses and building owners in the Uptown District desire additional parking that is proximate to their businesses. While current parking data suggests that Uptown area parking has not exceeded demand, it would not take many additional parking demand generators to quickly overcome current capacity. Construction of a centralized public parking deck would be a proactive signal to existing and new business interests that the City will not allow a lack of parking resources be a barrier to continued revitalization of the Uptown District.

4.02. “E-Tag” Program Features

During the course of several Uptown District public parking meetings, members of the ad hoc parking committee learned from Uptown business and building owners the difficulties that area employees and tenants were having with the City’s current public parking offerings. For an Uptown resident or employee, the City’s relatively expensive and limited inventory of lease parking offerings are generally not a good option while free 1-hour and 2-hour time limited parking does little to help an Uptown area food service worker whose shift may last four to five hours. Due to the “Downtown Commercial” zoning classification that covers virtually all of the Uptown Commercial District, commercial and residential buildings are required to provide little or no parking under the assumption that residents, patrons and employees will rely upon public parking resources provided by the City, or on commercial parking facilities. These sorts of parking arrangements are standard in downtown environments across the United States. There are currently only a few privately owned parking lots and no commercial parking decks in the Uptown District so parking patrons must rely almost exclusively on City of Greenville parking resources.

At the recommendation of these same building and business owners, the ad hoc parking review committee is recommending the institution of an “E” zone or employee zone parking tag program. The program would be similar to the “A”, “B” and “C” tag system operated by East Carolina University which allows parking tag holders to park in designated lots on a first come, first served basis. Individuals who can show proof of their employment or residence in the Uptown District would be eligible to purchase a tag from the City of Greenville. Display of the “E” tag would allow the tag holder to park in designated on-street and off street spaces for longer than the standard time permitted for that space. The “E” tag holder would be required to display the tag in order to park their vehicle, and would be subject to enforcement procedures should their vehicle be parked in a City parking lot without properly displaying the tag.



City of Greenville, North Carolina

Meeting Date: 8/6/2012
Time: 6:00 PM

Title of Item: Presentation of uptown parking deck site analysis

Explanation: Review of opportunities for construction of a parking deck in Greenville's uptown commercial district was identified as a goal by the City Council for the current year. Based on this goal, City staff has completed such a review and is pleased to present the attached report.

The report provides information on six public or privately owned sites located within the uptown commercial district. Each site has been given a ranking from high to low based on four criteria including the ability of a site to serve existing business, to leverage new development, the traffic capacity of surrounding streets, and site development costs.

- Site 1: Corner of Pitt, 4th, and Greene Streets
- Site 2: Corner of Pitt, 5th, and Greene Streets
- Site 3: Corner of Pitt, Reade, and Dickinson Avenue
- Site 4: East of Reade, between 4th and 5th Streets
- Site 5: Corner of Cotanche and 4th Streets (Moseley Lots)
- Site 6: ECU lot on Cotanche and 4th Streets (NE corner lot)

The methodology used to establish the ability of a particular site to serve existing business was a review of active business licenses within an easy walk of 1,000 feet as well as the planning industry standard of ¼ mile. It is expected that an average person could walk the 1,000 foot distance in approximately 2-3 minutes. This distance and travel time might be what a developer or business would consider to be convenient parking for their customers. The ¼ mile standard represents a five-minute walk which is commonly used in planning and development literature as the break point between a person deciding to walk or drive a vehicle to a particular destination. Either of these distances might be considered as reasonable walking distances for parking patrons who reside or work in the uptown commercial district.

Fiscal Note: The attached site analysis document does not list specific site development costs

but does provide information regarding cost factors on particular sites. Some sites are City-owned while others would need to be purchased from a public or private entity.

Construction costs for a parking structure depend on several factors including site conditions and the City's willingness to use pre-cast construction methods versus poured-in-place. Cost per space for a pre-cast deck might run around \$11,500 while a poured-in-place deck might cost as much as \$20,000. It should also be noted that annual maintenance and operating costs for a parking deck are likely to fall in a range between \$300 and \$500 per space depending on services provided, such as attended parking.

Revenues for a parking deck could be generated through hourly parking, monthly lease parking, and private parking. Hourly parking in the deck would likely be set to match the existing hourly rate of .75 cents while the lease rate would mirror the current lease rate of \$40 per month. While the City does not currently maintain private, 24-hour parking spaces, a reasonable rate for such a space might be set at \$60 per month. Such a rate structure might generate revenue of approximately \$260,000 per year in a 256-space deck.

Funding for a parking deck could come from two primary sources. The first is the City's parking deck reserve fund which is currently at \$1.7 million. The second funding source would be debt issuance, most likely in the form of Certificates of Participation. These debt instruments would be securitized by the parking facility and would not require voter approval.

Recommendation: Staff recommends that the City Council identify a primary site and an alternate site for detailed study. Such a study will include geological and boundary surveys of the sites, preliminary design of a parking structure, preliminary construction estimates, operations proforma (annual operating costs, maintenance, and revenue generation projections). Staff proposes to provide a final report to City Council with recommended construction and financing options in December.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

- [📎 Parking Deck Site Map](#)
- [📎 Site Analysis](#)
- [📎 Summary Table](#)

Uptown Parking Deck: Site Analysis

Tar River

Map Legend

- Major_Roads
- Parking Deck Sites

1

2

3

5

6

4

1st St

Pitt St

Greene St

Reade St

Evans St

5th St

Dickinson Ave

10th St

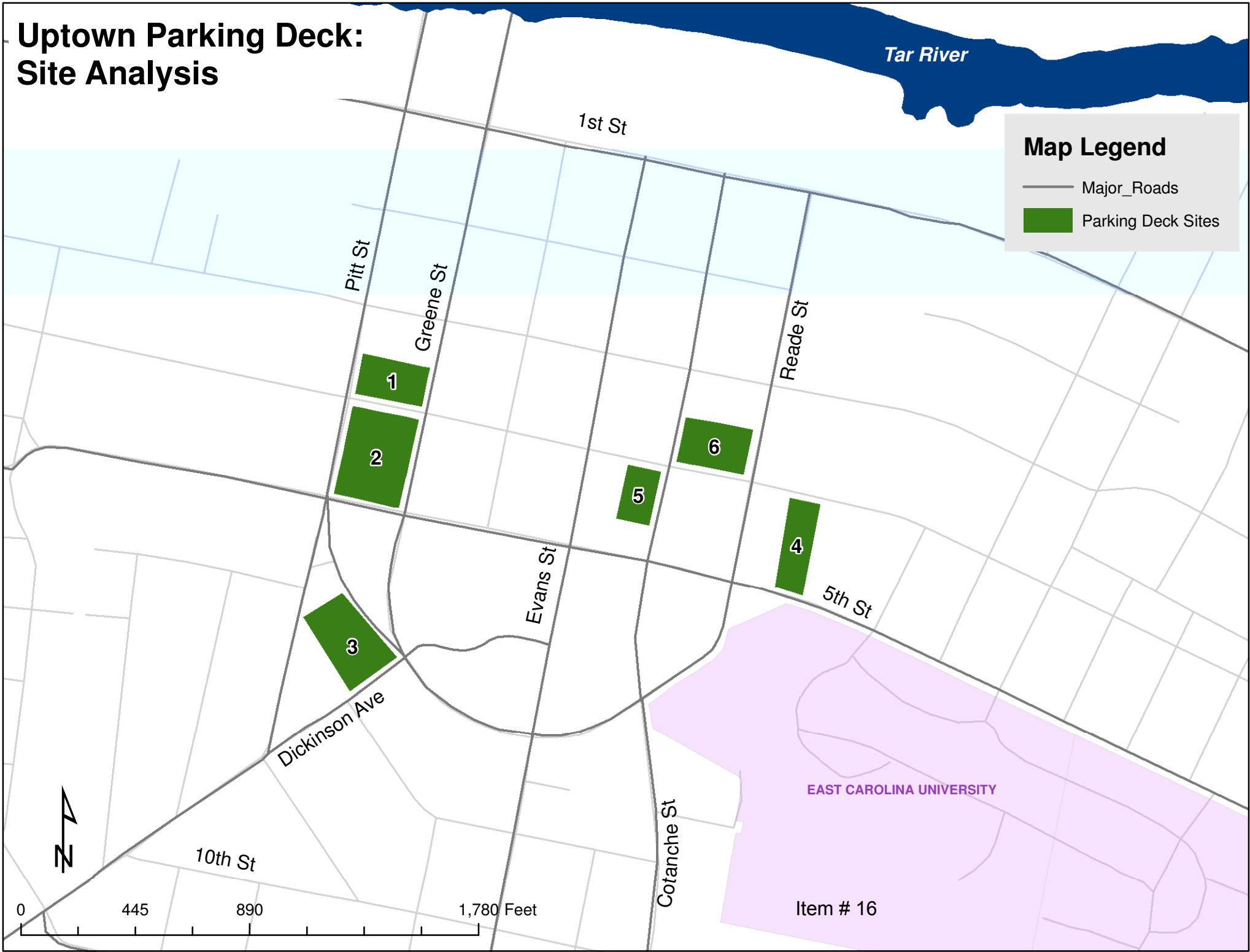
Cotanche St

EAST CAROLINA UNIVERSITY

Item # 16



0 445 890 1,780 Feet



SITE ANALYSIS – UPTOWN PARKING DECK

I. How well does the site serve existing businesses?

Description	Rank
<p>Site 5: Corner of Cotanche & 4th Streets (Moseley Lot)</p> <p>A parking deck on this site would accommodate a relatively high number of existing businesses within a 1,000 foot buffer, compared to other prospective sites. In the immediate vicinity of Site 5 is Uptown’s primary retail/restaurant/bar cluster on East Fifth and Cotanche Streets. A deck here would also conveniently serve historic Evans Street as well as the cluster of legal/professional services around the Courthouse.</p>	<p>H I G H</p>
<p>Site 6: ECU lot on Cotanche & 4th Streets (NE corner lot)</p> <p>Similar to Site 5, a parking deck on this site would accommodate a high number of existing businesses within a 1,000 feet buffer, compared to other prospective sites. In the immediate vicinity of Site 6 is Uptown’s primary retail/restaurant/bar cluster on East Fifth and Cotanche Streets. A deck here would also conveniently serve historic Evans Street as well as the cluster of legal/professional services around the Courthouse.</p>	<p>H I G H</p>
<p>Site 4: ECU lot east of Reade, between 4th and 5th Streets</p> <p>This site has many of the same strengths and weaknesses in terms of serving existing businesses as Sites 5 & 6, but it is a little less favorable on all counts: good, not great, access to the primary Uptown retail/restaurant/bar cluster; fair access to historic Evans Street and the legal/professional services node, respectively.</p>	<p>M E D</p>
<p>Site 3: Corner of Pitt, Reade, and Dickinson Avenue</p> <p>This site has the highest number of businesses within the planning industry standard ¼ mile buffer; however, it has the lowest number of businesses within 1,000 feet. In the immediate vicinity are several small-scale existing businesses on or adjacent to Dickinson Avenue – barber shop, antiques, dance studio, auto repair. The site is almost 1,000 feet from the corner of Evans and Fifth Streets (entry to historic Evans Street). A deck here would not be especially convenient to Uptown’s primary retail/restaurant/bar cluster, and it would not adequately serve the legal/professional services cluster.</p>	<p>M E D</p>

SITE ANALYSIS – UPTOWN PARKING DECK

Description	Rank
<p>Site 2: Corner of Pitt, 5th, and Greene Streets</p> <p>There are a significant number of businesses within the ¼ mile or 1,000 feet buffers; however, relatively few businesses are within the immediate vicinity except for Wells Fargo and a few non-profits or home-based businesses (site borders West Greenville residential neighborhood). A deck here would provide excellent access to the few businesses on W. Fifth Street (e.g. Winslow’s, Starlight Café); good access to historic Evans Street and the legal/professional services cluster; but only fair access to Dickinson Avenue as well as Uptown’s primary retail/restaurant/bar cluster.</p>	M E D
<p>Site 1: Corner of Pitt, 4th, and Greene Streets</p> <p>There are a significant number of businesses within the ¼ mile or 1,000 feet buffers; however, relatively few businesses are within the immediate vicinity except for Wells Fargo and a few non-profits or home-based businesses (site borders West Greenville residential neighborhood). A deck here would provide excellent access to the few businesses on W. Fifth Street (e.g. Winslow’s, Starlight Café); good access to historic Evans Street and the legal/professional services cluster; but only fair access to Dickinson Avenue as well as Uptown’s primary retail/restaurant/bar cluster.</p>	M E D

SITE ANALYSIS – UPTOWN PARKING DECK

II. How well does the site leverage new development?

Description	Rank
<p>Site 3: Corner of Pitt, Reade, and Dickinson Avenue</p> <p>This site is located across Dickinson Avenue from the site selected by the General Services Administration for the new bankruptcy court project. There is little public parking near the proposed site to serve visitors to the Courthouse. There are as many as three additional land assemblages in the vicinity that could host a range of private sector projects including office, multi-family residential and potentially a hotel project. Each of these projects would benefit from the proximate location of additional municipal parking. The City is also considering at least one nearby site for the intermodal transit center project. A deck at this location might also help to support small business development on Dickinson Avenue.</p>	<p>H I G H</p>
<p>Site 2: Corner of Pitt, 5th, and Greene Streets</p> <p>Most of the land in the immediate vicinity of this site has been developed, including entire blocks to the south and east devoted to municipal government uses. The block is large enough, however, to host both a parking deck and additional development, thus providing a significant development opportunity. A parking deck located on this site might also leverage development on the City-owned property identified as “Site 1” in this report.</p>	<p>H I G H</p>
<p>Site 4: ECU lot east of Reade, between 4th and 5th Streets</p> <p>This site is owned by East Carolina University and is identified by their master plan as an appropriate location for a parking deck and “general purpose” building. City planners have identified the site as a prime location for a hotel project which would be a heavy parking demand generator. In addition, the block immediately across Reade Street is currently being considered by several development interests for potential redevelopment and reuse.</p>	<p>M E D</p>
<p>Site 5: Corner of Cotanche & 4th Streets (Moseley Lot)</p> <p>Most of the land in the immediate vicinity of this site has been developed and is currently in use. The block immediately across Cotanche Street is currently being considered by several development interests for potential redevelopment and reuse. It is worth noting that a parking deck in this location would be beneficial to the Visitors Center project that is slated for an adjacent property that fronts on Evans Street.</p>	<p>M E D</p>

SITE ANALYSIS – UPTOWN PARKING DECK

Description	Rank
<p>Site 6: ECU lot on Cotanche & 4th Streets (NE corner lot)</p> <p>Most of the land in the immediate vicinity of this site has been developed or is owned by East Carolina University (ECU) and slated for university related uses. City planners have identified the ECU owned site across Reade Street as a prime location for a hotel project, which would be a heavy parking demand generator. The block immediately across 4th Street is being considered by several development interests for potential development and reuse.</p>	M E D
<p>Site 1: Corner of Pitt, 4th, and Greene Streets</p> <p>Although most of the land in the immediate vicinity of this site has been developed, a parking deck in this location might leverage redevelopment of the block identified in this report as “Site 2”. It is also possible that a deck in this location could spur redevelopment of existing businesses in the block immediately across Greene Street.</p>	L O W

SITE ANALYSIS – UPTOWN PARKING DECK

III. How well will the site accommodate appropriate traffic patterns?

Description	Rank
<p>Site 1: Corner of Pitt, 4th, and Greene Streets</p> <p>The current volumes of traffic on S. Greene Street, W. 4th Street, and S. Pitt Street are modest; however, these streets do have relatively high street capacities compared to other prospective sites (S. Greene Street is 40 feet wide, with a street capacity of 28,290 average daily trips (ADT). Also, the street segments are relatively free of other constraints and/or negative factors, such as roadway sections with existing parking or nearby signalized intersections.</p> <p>The Greene Street (three lanes) and Pitt Street (two lanes) segments are both one-way streets, which have less overall capacity than two-way streets, but greater directional capacity.</p>	<p>H I G H</p>
<p>Site 3: Corner of Pitt, Reade, and Dickinson Avenue</p> <p>The current volumes of traffic on Dickinson Avenue and Pitt Street around the site are low-to-moderate. The street capacity of these segments is moderate. Accessing points to a deck from these street segments could not be within the functional boundary of the Dickinson/Pitt intersection, which requires special consideration and might limit access potentials along the roadway frontage of the site.</p> <p>Dickinson Avenue is a 52-foot wide, two-way street, yet which has a relatively low capacity for a commercial corridor (14,900 ADT), while Pitt Street is a medium capacity (19,140 ADT) one-way street.</p>	<p>M E D</p>
<p>Site 6: ECU lot on Cotanche & 4th Streets (NE corner lot)</p> <p>Along with Site 5, this site has the lowest existing traffic volumes, among prospective sites, on its servicing street segments – E. 4th Street (2,300 ADT) and Cotanche Street (4,100). However, the street capacity of E. 4th Street (14,900 ADT) and Cotanche Street (19,140) is on par with Sites 1 and 3.</p> <p>Likewise, this site has seven angled parking spaces and a loading zone on its west side, which will require special consideration and which might cause conflicts with ingress/egress access points to a parking deck; however, the site is not as constrained as Site 5.</p> <p>The two-lane E. 4th Street is relatively narrow for a two-way street (31 feet), while the Cotanche Street segment is 3-lane (32 feet wide)/2-lane (24 feet wide).</p>	<p>M E D</p>

SITE ANALYSIS – UPTOWN PARKING DECK

Description	Rank
<p>Site 4: ECU lot east of Reade, between 4th and 5th Streets</p> <p>This site has moderate-to-high existing traffic volumes compared to other prospective sites. Specifically, E. 5th Street (13,000 ADT) has the highest existing volume of any street segments in this survey. On the other hand, the street capacity of E. 5th Street is relatively low (14,900), so there is not much capacity for additional traffic volume along that street.</p> <p>As a result, this site remains on par with Sites 3 and 6 (above). Like Site 6, a deck here would be served by a segment of E. 4th Street, which has relatively low current traffic volumes and only moderate capacity. Overall, the street segments serving the site have modest street capacity.</p> <p>Both E. 5th and E. 4th Streets are two-way streets; however, the high-volume E. 5th Street segment is only 31 feet wide. Also, traffic operations at Reade/5th Street may create conflicts with parking deck access.</p>	<p>M E D</p>
<p>Site 2: Corner of Pitt, 5th, and Greene Streets</p> <p>The current volumes of traffic on S. Greene Street and S. Pitt Street are modest; however, these streets do have relatively high street capacities compared to other prospective sites (S. Greene Street is 40 feet wide, with a street capacity of 28,290 ADT). Also, the street segments are relatively free of other constraints and/or negative factors, such as roadway sections with existing parking or nearby signalized intersections. The Greene Street (three lanes) and Pitt Street (two lanes) segments are both one-way streets, which have less overall capacity than two-way streets, but greater directional capacity.</p> <p>East 5th Street (13,000 ADT) has the highest existing volume of any street segments in this survey. On the other hand, the street capacity of E. 5th Street is relatively low (14,900), so there is not much capacity for additional traffic volume along that street.</p>	<p>M E D</p>
<p>Site 5: Corner of Cotanche & 4th Streets (Moseley Lot)</p> <p>This site has several drawbacks in terms of accommodating appropriate traffic patterns. Along with Site 6, which is also served by E. 4th and Cotanche Streets, the existing traffic volumes here are tied for the lowest among prospective sites. And, like for Site 6, these segments offer only modest street capacities (14,900 ADT and 19,140, respectively). Again, these two segments are also relatively narrow (31 and 32/24 feet, respectively).</p> <p>In addition, this site has more added constraints than Site 6: the access point on E. 4th Street is expected to be difficult given auxiliary turn lanes on 4th at Cotanche and Reade. Also, a road section of Cotanche has nine angled parking spaces on the west side, which must be removed in order to accommodate a two-bay parking deck.</p>	<p>L O W</p>

SITE ANALYSIS – UPTOWN PARKING DECK

IV. How conducive is the site for minimizing development costs?

Description	Rank
<p>Site 3: Corner of Pitt, Reade, and Dickinson Avenue</p> <p>This site scores “high” in terms of projected development costs in that development costs are expected to be manageable (or “lower”) here compared to some other possible sites.</p> <p>This site has a relatively flat grade and minimal underground stormwater infrastructure. Construction of a parking deck on this site might require minimal signal improvements depending upon the traffic patterns assessment. The site is City-owned and has been certified as having no known environmental concerns.</p>	<p>H I G H</p>
<p>Site 1: Corner of Pitt, 4th, and Greene Streets</p> <p>This site has a relatively flat grade and no known underground stormwater infrastructure onsite. A deck at this location would likely have little impact on the surrounding street network.</p> <p>The site is City-owned. The City recently completed a surfacing project of the parking lot.</p>	<p>H I G H</p>
<p>Site 6: ECU lot on Cotanche & 4th Streets (NE corner lot)</p> <p>This site has a relatively flat grade; however, a deck on this site would require demolition of an existing building onsite. It may require minimal signal improvements depending upon traffic patterns assessment.</p> <p>This property is owned by ECU. The university would likely require a land swap or other financial arrangement to offset the land value.</p>	<p>M E D</p>
<p>Sites 5: Corner of Cotanche of 4th Streets (Moseley Lot)</p> <p>This site scores “medium” in terms of likely development costs because it has several factors that might complicate construction. It has significant grade changes across property toward southern end and along Cotanche. Construction of a deck against adjacent buildings/businesses, and protection of same, will be a consideration as well as loss of public parking during construction.</p> <p>The relatively small size of the site may potentially drive up the construction cost in order to accommodate steeper ramping.</p>	<p>M E D</p>

SITE ANALYSIS – UPTOWN PARKING DECK

Description	Rank
<p>Site 4: ECU lot east of Reade, between 4th and 5th Streets</p> <p>This site scores “low” in this category because development costs are projected to be highest at this location compared to other possible sites. The site has significant grade challenges that will either need fill or retaining walls, although it might present a good opportunity for below-grade level parking. In addition, a parking deck project on this site would have to deal with stormwater and sanitary sewer infrastructure.</p> <p>This property is owned by ECU. The university would likely require a land swap or other financial arrangement to offset the land value.</p>	<p>L O W</p>
<p>Site 2: Corner of Pitt, 5th, and Greene Streets</p> <p>This site has a relatively flat grade and no known underground storm water infrastructure onsite. A deck at this location would likely have little impact on the surrounding street network. The site is in private ownership and would likely have a high acquisition cost.</p> <p>The site has been used as a gas station and automotive repair facility for at least 50 years raising concerns over potential environmental contamination on the site. If underground fuel tanks remain on-site, there would be significant costs to remove the tanks.</p>	<p>L O W</p>

Summary Table: How each site ranked in all four categories

(A "high" ranking represents favorable conditions; a "low" rankings represents less favorable conditions)

Site	Location	Existing businesses	Leverage development	Traffic patterns	Development costs
1	Corner of Pitt, 4 th , and Greene Streets	Med	Low	High	High
2	Corner of Pitt, 5 th , and Greene Streets	Med	High	High	Low
3	Corner of Pitt, Reade, and Dickinson Avenue	Med	High	Med	Low
4	ECU lot east of Reade, between 4 th & 5 th Streets	Med	Med	Med	Low
5	Corner of Cotanche & 4 th Streets (Moseley Lot)	High	Med	Low	Med
6	ECU lot on Cotanche & 4 th Streets (NE corner lot)	High	Med	Med	Med



City of Greenville, North Carolina

Meeting Date: 8/6/2012
Time: 6:00 PM

Title of Item: Contract award for professional design services for the South Tar River Greenway Phase 3 Project – Pitt Street to Moye Boulevard

Explanation: The City of Greenville, in late summer of 2011, was awarded a discretionary grant from a USDOT Transportation Community and System Preservation Program (TCSP) through a competitive application process. The City received \$907,609 of the \$1.2 million requested in the application. The grant was awarded to provide funding for constructing Phase 3 of the South Tar River Greenway from Pitt Street to Moye Boulevard. Currently, the South Tar River Greenway connects Town Common/Greene Street on the west end to the Green Mill Run Greenway in Green Springs Park on the east end. Phase 3 will construct approximately 1.4 miles of 10' wide paved multiuse trail and will complete the connection from Pitt Street to Moye Boulevard. This project will complete the connection from East Carolina University's main campus to the Medical School campus. Additionally, it will support commuters working at the City's other major employers, such as Vidant Medical Center and the City and County government offices.

In response to a Request for Proposals for design services, staff received eight proposals from interested firms in April 2012. Staff selected four of those firms for interviews. Kimley-Horn and Associates, Inc. of Raleigh, NC, was selected as the most qualified firm by the review committee, which included representatives from the Public Works Department and the Recreation and Parks Department. The scope of work on this project includes, but is not limited to, project planning, environmental assessments, permitting, public involvement, surveying, and development of construction documents.

A copy of staff's report on the firm selection process that was sent to Council in the July 25, 2012, Notes To Council packet is attached.

Fiscal Note: Additional funding was also awarded to the City for this project by the Pitt County Health Department. A grant of \$50,000 from the "Communities Putting Prevention to Work" (CPPW) program will provide a portion of the funding for

route assessments and design. The Health Department's grant is a 100% grant with no City match required.

The City will provide the required 20% local match for the TCSP grant (\$226,902). The local match has been submitted for inclusion in the Capital Improvement Program.

In accordance with the federal grant for this project, the City shall be reimbursed 80% of the costs up to the maximum amount of \$907,609. The proposed budget for this project is as follows:

Expenditures

Design	\$266,874.78
--------	--------------

Revenue

CPPW Grant	\$ 50,000.00
TCSP Grant	\$ 173,499.83
City	\$ 43,374.95

Recommendation: Award the contract for design of the South Tar River Greenway Phase 3 project to Kimley-Horn and Associates.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[South Tar River Greenway Phase 3 Agreement](#)

[Memo](#)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Laws and Regulations.

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

EJCDC 

ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

and

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This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ , _____ (“Effective Date”) between
City of Greenville, NC (“Owner”) and
Kimley-Horn and Associates, Inc. (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: EB-5539 South Tar River Greenway Phase 3 ("Project").

Engineer's services under this Agreement are generally identified as follows:
Surveying, geotechnical investigations, project coordination, environmental permits, NEPA documentation, greenway design, hydraulic design, stream modeling, traffic signal design, structure design and bid phase services.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.

- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and regulations.
 - 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. provided to Engineer in writing. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint

Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.

- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

- B. ~~Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.~~
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. ~~Owner and~~ Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

A. *Suspension:*

1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

- a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly

attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to ~~invoking the procedures of Exhibit H or other provisions of this Agreement,~~ or exercising their rights under law.
- B. ~~If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.~~

6.09 *Environmental Condition of Site*

- A. ~~Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.~~
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. ~~This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."~~

- B. ~~*Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.~~
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. ~~*Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.~~
- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

- E. *Accrual of Claims*: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
 6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner’s costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
 7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit.
- G. Exhibit G, Insurance.
- H. ~~Exhibit H, Dispute Resolution.~~
- I. ~~Exhibit I, Limitations of Liability.~~
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

[NOTE TO USER: If an exhibit is not included, indicate "not included" after the listed exhibit item]

8.02 Total Agreement:

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This

Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: _____	Engineer: _____
City of Greenville	Kimley-Horn and Associates, Inc.

By: <u>Allen M. Thomas</u>	By: _____
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Title: <u>Mayor</u>	Title: _____
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Date _____	Date _____
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Signed: _____	Signed: _____
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Engineer License or Firm's
Certificate No. _____
State of: _____

Address for giving notices:	Address for giving notices:
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Public Works Department	Kimley-Horn and Associates
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1500 Beatty Street/PO Box 7207	PO Box 33068
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Greenville, NC 27834

Cary, NC 27636

Designated Representative (Paragraph 8.03.A):

Designated Representative (Paragraph 8.03.A):

Title: _____

Title: _____

Phone Number: _____

Phone Number: _____

Facsimile Number: _____

Facsimile Number: _____

E-Mail Address: _____

E-Mail Address: _____

EB-5539 South Tar River Greenway, Phase 3

AI.01 Surveying

The Engineer will utilize a subconsultant for surveying services for the Project as outlined below. Engineer will prepare all data in MicroStation V8i format in accordance with NCDOT Location and Survey Standards and Specifications. All survey services will be completed by the standards as set forth by the Rules of Standard Practice as outlined by the North Carolina Board of Engineers and Land Surveyors and North Carolina General Statutes to include GS 47- 30 (Mapping Requirements) and North Carolina Administrative Code - 21 NCAC 56.1606 (Specifications for Topographic and Planimetric Mapping, Including Ground, Airborne, and Spaceborne Surveys).

- 1.1. Property Data: Engineer will provide property data consisting of Tax Office, GIS information, and Register of Deeds data to retrieve current ownership of parcels (31 parcels) within the project survey limits. Engineer will utilize this information to determine the existing property lines and public right-of-way.

Engineer will perform field surveys of existing parcels adjacent to the proposed greenway alignment. Locations at existing parcels are limited to apparent existing property corners. For parcels less than one acre, Engineer will survey all property corners. For parcels greater than 2 acres, Engineer will survey only the two corners adjacent to the corridor. All property lines, existing right-of-way lines, property owner names and parcel identification numbers will be mapped into a separate property CAD (PRL) file.

Property boundary locations will be shown giving length and bearing on each straight line and interior angles radius and length of curved lines will be shown for the subject parcel and associated rights-of-way. Property lines not surveyed will be shown but will be clearly indicated as being “from records only”. Visible encroachments and easements of record where readily obtainable will be located and shown. Adjacent properties will be noted with owner name and legal reference.

- 1.2. Property Owner Contact List: Engineer will coordinate with the City of Greenville to provide names and addresses of each property owner (31) within the project limits. Engineer will draft a letter for the City of Greenville to send out on their letterhead notifying property owners of the anticipated start date, survey phase duration, and need for property access by Engineer. All questions and comments should be addressed to the City and shall be noted in the letter. Property owner contact list will be developed based on Tax Office, GIS information, and Register of Deeds data.
- 1.3 Control Surveys: Engineer will establish four (4) GPS control points horizontally tied to the North Carolina State Plane Coordinate System under the North American Datum of 1983 (NAD83). The project’s units will be the U.S. Survey Foot. GPS Control Points are to be placed at beginning and end of the project route.

Engineer will perform a control survey of the entire project area. This control system will be used as a basis for all surveys, design and construction of the project. Control stations will be inter-visible and monumented with iron rebar for future use at approximately 500 feet intervals throughout the project area per NCDOT Standards. These points may be referenced throughout the lifespan of the project. Engineer will provide project coordinates (northing, easting and elevation) for each point.

- 1.4. Establish Temporary Benchmarks: Engineer will establish project vertical control on the ground for the project. Temporary benchmarks are to be spaced approximately 1000 feet apart and set as a spike or lag bolt in a tree or other like feature/structure. The Project will be tied to the North American Vertical Datum of 1988 (NAVD88).
- 1.5 Topographic Survey: Engineer will perform field survey of existing planimetric and topographic features inside the project limits. The project limits (survey corridor) are approximately 29 acres. The survey includes existing buildings, parking areas, sidewalks, concrete pads, curb/gutter, paving, pavement markings in parking lots and streets, driveways, street signage, walls, fences, ditches and visible improvements within the project area. Edges of wooded areas will be field located. Buildings on-site will be dimensioned and shown with corresponding finish floor elevations at entrances. Engineer will field locate individual trees greater than 15" dbh. Up to two-hundred fifty (250) trees are estimated for the Project within the 120-foot corridor width.

The topographic survey will include but not be limited to spot elevations on paving and other hard surfaces and will be to the nearest 0.01 foot. On other surfaces, spot elevations will be shown to the nearest 0.1 foot. Contours will be generated at one (1) foot intervals. Error of contours shall not exceed applicable National Map Accuracy Standards (plus or minus one-half contour interval). Engineer will also prepare a MicroStation Digital Terrain Model (DTM) file.

- 1.6 Utility Data: Engineer will field survey utilities in the project area using record information provided by the City or its representatives and visible surface evidence solely. Engineer will contact the North Carolina One-Call Center (NCOCC) for Utility Location on the project. Any utility paint markings provided by the One-Call process will be located and shown on the final drawings. Upon notification by One-Call, Engineer will contact each utility provider to ascertain available record information. Survey will include visible above ground utility features within the survey corridor limits, including sanitary sewer manholes, tops, inverts, pipe materials, diameter, and appropriate labels.
- 1.7 Storm Drain Data: Engineer will perform field surveys of visible storm pipe and structures within the survey limits including tops, inverts, pipe materials, diameter, and appropriate labels. Pipe sizes entering and exiting these structures will also be noted where accurately attainable. Storm drainage and sanitary systems will be traced and located to one structure beyond the survey limits of the project. Engineer will coordinate with the City or Greenville Utility Commission to obtain access to all blocked or inaccessible structures as needed.
- 1.8 Easement Maps: Engineer will prepare recordable plats in accordance with NC GS 47-30 for use in the City's acquisition of easements and rights-of-way necessary for the construction of the Project. It is estimated that eight (8) plat exhibits (sheets) will be required to map the property impacts throughout the Project. Plats will be prepared at a scale conducive to showing an entire parcel on one plat exhibit and shall include proposed right-of-way, permanent and temporary drainage, utility and construction easements. The first plat submittal will be included with the 75% plans submittal (A1.10). Three (3) copies of the final plats shall be submitted for property acquisition and recordation.

- 1.9 Wetland Maps: Engineer will field locate the wetland/stream flags and incorporate into the final survey file. The Engineer will prepare one Jurisdictional Determination Map for certification by the US Army Corps of Engineers. Sheet size is to be 11" X 17" and at drawing scale to clearly depict the wetlands where it affects the properties. The Engineer will relate the wetland/stream areas to a boundary survey and sign and seal the map.

AI.02 Geotechnical Investigations

The Engineer will utilize a subconsultant for geotechnical investigations and the subsurface report and provide the following:

- 2.1. Two (2) borings for the proposed bridge, one at each end bent location, advanced to depths of approximately 70 feet. We anticipate the bridge will be a single span, and foundations will consist of driven steel (likely HP 12x53), timber, or precast pre-stressed concrete (PPC) piles.
- 2.2. Three (3) borings for the section of paved greenway between Moye Boulevard and Memorial Drive, and three (3) borings between Memorial Drive and Pitt Street, to depths of approximately 10 feet.
- 2.3. Seven (7) borings are proposed for boardwalk areas. One boring will be drilled for every 200 feet of the proposed 1,400 linear feet of boardwalk. Boardwalk foundations will consist of some form of specialized foundations designed for high uplift forces associated with flooding. Boardwalk borings will be drilled to a 20-foot depth.
- 2.4. Laboratory testing on select soil samples.
- 2.5. Preparation of subsurface investigation report in accordance with NCDOT Geotechnical Unit procedures and guidelines for bridge foundations and greenway trail construction recommendations.

Borings will be laid out in the field using GPS coordinates. Engineer will contact the North Carolina One Call Center (NCOCC) to request that utilities be located on site. Clearing will be needed to provide access for the drill rig to some of the boring locations and may be performed by hand with chainsaws, a Fecon Bullhog, or similar rotating hydraulic drum mulcher. Some damage to the ground surface will occur. Engineer will backfill the soil borings with soil cuttings prior to demobilizing from the site.

All borings will be drilled using an all-terrain-vehicle (ATV) mounted drill rig equipped with mud rotary drilling equipment and an automatic hammer. Standard penetration tests will be performed in accordance with the American Association of State Highway Transportation Officials (AASHTO T-206-87).

The proposed alignment will cross CSXT. Two borings will be drilled within the CSXT right-of-way (R/W) to assess greenway construction in this area. Engineer will include additional Railroad Protective Liability Insurance fees for work within CSXT R/W.

Laboratory Testing

Soil samples collected using the split-barrel sampler during drilling will be visually classified in the field in general accordance with the AASHTO Soil Classification System. Select soil samples will be tested in our laboratory for natural moisture (AASHTO T-265), Atterberg limits (AASHTO T-98 & T-90), gradation analysis (AASHTO T-88) and organic content (AASHTO T-267).

Report Preparation

Engineer will prepare a Structure Foundation Investigation report to include: field and laboratory test results, boring logs, subsurface cross sections, color photographs of the site, and foundation recommendations for each bridge bent and boardwalk support.

The engineering report will be similar to Section 100-6 of the North Carolina Department of Transportation (NCDOT) Geotechnical Unit Procedures and Guidelines Manual (Guidelines), except it will have less detailed subsurface descriptions and will have “final” foundation recommendations. A summary sheet of recommendations along with notes/comments for each bridge bent and boardwalks will be generated. LRFD foundation analysis and design will be performed in accordance with the NCDOT Geotechnical Engineering Unit Bridge Foundation Design and current AASHTO procedures. Final logs for the greenway borings will be included with the structure foundation report along with general construction recommendations for the greenway trail. Engineer will provide a geotechnical assessment and general recommendations for design and construction of slopes/walls as necessary.

A1.03 Railroad Coordination

The Engineer will prepare and submit a Preliminary Engineering Agreement to NCDOT Rail Division and CSXT after review by the City. This engineering agreement, which includes the advance payment of any anticipated CSXT engineering and review costs, will determine the tasks and payment schedule for the process that CSXT will follow for the City to obtain approved construction plans. The City is responsible for the CSXT engineering and review costs for these tasks. These costs will allow CSXT to proceed with plan review and engineering effort required to allow the City to move into the Construction Phase.

Once approved plans are obtained from CSXT, Engineer will prepare and facilitate the execution of a Construction Agreement between CSXT and the City. This may also include additional approvals based upon project funding sources and permit requirements. The Construction Agreement will require an additional deposit of funds to be applied toward the CSXT effort to work with the City during construction. These costs may include but are not limited to review time by CSXT staff of submittals and meeting time requested by both CSXT and the City.

Engineer will prepare a Right of Entry Agreement in order to allow project team members to properly enter and work within railroad right of way both during design and construction phases of the work.

Railroad Coordination Tasks

- Engineer will attend the project scoping meeting in Greenville.
- Engineer will attend up to four (4) meetings in Greenville or Raleigh to discuss aspects relating to railroad coordination. Up to two staff members will attend the scheduled meetings.
- Engineer will prepare and submit to CSX the Preliminary Engineering Agreement after review by the City. Engineer will coordinate with the NCDOT Rail Division and CSX Transportation (CSX) throughout the design process involving any and all efforts relating to the existing railroad bridge over the Tar River including but not limited to horizontal and vertical clearances, and maintenance of rail operations. Engineer will request the existing bridge plans from CSXT.

- Engineer will assist with correspondence and submittal of all agreements to CSXT, including any correspondence with NCDOT Rail Division.
- Engineer will coordinate with CSXT to ensure that their design standards are being met. Prior to submitting design plans to CSXT, Engineer will conduct a quality control review to ensure all designs involving any and all efforts relating to the proposed trail crossing location under CSXT, are to CSXT standards. Once the design plans are submitted to CSXT, Engineer will work closely with CSXT and the respective disciplines within CSXT to ensure timely review.
- Coordination meetings, either in person or in conference calls, will include the Engineer, CSXT, City of Greenville, and NCDOT Rail Division, when applicable.
- Engineer will assist the City in the right of entry agreement with CSXT.

A1.04 Meetings and Coordination

The Engineer will conduct miscellaneous coordination with City staff and provide project administration through the anticipated ten-month project duration. The coordination will include regular transmittals of project correspondence and records; review of analyses, documents and designs; and telephone contact for items requiring attention. Other specific meetings and coordination include the following:

- 4.1 Field reconnaissance to review existing conditions, physical features, and constraints to be addressed during design; and locate the proposed alignment.
- 4.2 Conduct a meeting with the City and Greenville Utilities Commission (GUC).
- 4.3 Conduct conference calls with City staff between milestones to update the City on the project status.
- 4.4 Provide up to ten (10) monthly progress reports.
- 4.5 Two (2) design review meetings at 30% and 60% milestones with City, NCDOT, and GUC staff.
- 4.6 Conduct a stakeholder meeting including representatives from the City, NCDOT, Friends of Greenville Greenway (FROGGS), and the Greenville Bicycle Pedestrian Commission. These meetings will occur during the 30% plans preparation.
- 4.7 Presentation of project information, location, and costs to the City Council.
- 4.8 Coordination with the City, NCDOT, GUC, and VA Super Clinic representatives to ensure input throughout the project duration.
- 4.9 Conduct Citizen Informational Workshop at a location near the project. Up to two (2) staff members would be made available to attend. Engineer will assist the City with organizing the workshop. The Engineer will be responsible for preparing handouts (50 copies) and workshop map (2 copies) (see A1.07) which illustrate the preliminary design of the project. The workshop would be open to the general public allowing the Engineer, City officials, and adjacent property owners to discuss and review the proposed plan. The City will develop the project mailing list; develop and produce the flyers; and mail the flyer invitations to property owners, stakeholders, and City officials.

- 4.10 Develop a project work plan, summarize the project schedule, and maintain the schedule for the anticipated ten-month project duration.

A1.05 Environmental Permits

Wetland and Stream Delineation

The Engineer will provide an agent authorization form to the City for signature. Engineer will field delineate both the jurisdictional wetland and stream features within the project study area. Critical information and data forms required for certification by the US Army Corps of Engineers (USACE) will be completed during the initial field reviews. Coordination with the USACE and the NCDENR Division of Water Quality (DWQ) will take place prior to finalizing the limits of the jurisdictional features. The approved limits of the jurisdictional features will be flagged using the guidelines presented in the 1987 *U.S. Army Corps of Engineers Wetland Delineation Manual* and the *I2008 Interim Regional Supplement to the Corps of Engineers Manual: Atlantic and Gulf Coast Plain Region*. Jurisdictional streams will be classified as either perennial or intermittent.

Engineer will seek to obtain certification of the wetland boundaries and streams from the USACE. An application will be made to the USACE consisting of a letter, the wetland survey and the required Data Forms. Engineer will conduct a field verification meeting with representatives from the USACE and NCDWQ to review the delineations and discuss any permitting issues and concerns. Engineer will perform any minor modifications to the jurisdictional line that may be deemed necessary by the USACE and NCDWQ in order to obtain their concurrence.

Environmental Screening

Engineer will collect data from various federal and state agencies to identify important environmental resources and issues. During the field visit, the Engineer will verify and supplement key information regarding existing environmental conditions. The Engineer will provide an environmental screening document that includes summary information for the environmental resources and issues. The screening will include physical resources, including soils, geology, and water resources such as jurisdictional creeks, streams, and wetlands; required state and federal permits and certifications; floodplain, floodway, and water quality; and impacts to neighborhoods and communities. The field assessment and environmental screening document will form the basis for completing the Categorical Exclusion Action Classification checklist (see A1.06).

The Endangered Species Act of 1973 mandates that federal agencies ensure that any actions authorized, funded, or carried out by that agency do not jeopardize the “continued existence” of listed species or result in the destruction or adverse modification of critical habitat. Engineer will conduct a review for threatened and endangered species, including the U.S. Fish & Wildlife Service (USFWS) list of endangered species, threatened species, federal species of concern, candidate species for Pitt County, and the North Carolina Natural Heritage Program list of state and federal protected species for Pitt County. Engineer will coordinate with the USFWS to endeavor to obtain a “not likely to adversely affect” determination, or concurrence from USFWS that the project has “No Effect” on the listed species or critical habitat in order to satisfy the National Environmental Policy Act (see A1.06).

Environmental Permits

The Tar River is subject to the Tar-Pamlico River Riparian Buffer regulations. Engineer will calculate wetland, stream, and buffer impacts; prepare permit drawings; and submit a Pre-Construction Notification to the USACE for a Section 404 Nationwide Permit and the DWQ for a Section 401 Water Quality Certification and Tar-Pamlico River Riparian Buffer Certification. The City will be responsible for all application and/or express review permitting fees.

State Stormwater Permit

Tar River is a Nutrient Sensitive Water (NSW) and is subject to nutrient loading limits. The Engineer will seek to use a Low Impact Development (LID) approach for the Project, which would seek to provide stormwater treatment to the maximum extent practicable by providing diffused stormwater flow through the existing woodlands, vegetation, and riparian buffers along the project corridor. The vegetative areas would serve as a filter strip and be designed to meet the requirements of the NCDWQ Stormwater BMP Manual. It is assumed that there will be a single post construction stormwater review process by either NCDWQ or the City for a single approval of the entire project.

A1.06 NEPA Documentation

The Engineer will prepare a Scoping/Start of Study Letter and accompanying figures/graphics. The Start of Study Letter will include the project description, the TIP number, anticipated project schedule, and the type of documentation proposed for the project. Engineer will distribute the letter to regulatory agencies for collecting input on anticipated environmental permitting issues.

Engineer will prepare environmental documentation consistent with the National Environmental Policy Act (NEPA) of 1969, as amended, as federal funds will be used for construction. This task is based on the understanding that this project will be considered a Categorical Exclusion (CE), an action which defined in 23 CFR 771.117: does not induce significant impacts to planned growth or land use of an area; does not require the relocation of significant numbers of people; does not have a significant impact on the natural, cultural, recreational, historic, or other resources; does not involve significant air, noise, or water quality impacts; does not have significant impacts on travel patterns; and does not otherwise, either individually or cumulatively, have any significant impacts.

It is anticipated that a Type II (B) CE will be the appropriate documentation for this project. In cases where there is one or more box checked (threshold values exceeded) in Part E of the "Categorical Exclusion Action Classification Form," the Federal Highway Administration (FHWA) may individually approve the project as a CE upon receipt of the completed CE Action Classification Form and documentation that those threshold values exceeded will not have a significant effect on the environment. Engineer will prepare a Type II (B) CE in accordance with current NCDOT and FHWA procedures. If further NEPA documentation is required by NCDOT or FHWA, it would be considered additional services. The Engineer will provide the following information and services to prepare a Type II (B) CE for the Project:

- 6.1 *Part A: Project Description* – Engineer will describe the Project, including the project scope and location.
- 6.2 *Part B: Purpose and Need* – Engineer will describe the purpose of and the need for the project. Engineer will discuss the project's compatibility with approved local plans and other programmed projects.

- 6.3 *Part C: Proposed Improvements* – Engineer will indicate the type of improvement(s) which apply to the proposed project.
- 6.4 *Part D: Special Project Information* – Engineer will note special design features, environmental information, or commitments, in addition to any permits that are anticipated.
- 6.5 *Part E: Threshold Criteria* – Engineer will complete an evaluation of threshold criteria as contained in the Categorical Exclusion Action Classification Form checklist for Type II actions.
- 6.6 *Part F. Additional Documentation Required for Unfavorable Responses in Part E* – Engineer will briefly elaborate on issues addressed in Section E requiring additional documentation, indicated by an unfavorable response (yes or no answer outside of the provided box).
- 6.7 *Part G. CE Approval* – Engineer will complete Section G of the document, including project numbers and the appropriate signature from a representative staff member. It is likely that this document will classify as a Type II (B) Categorical Exclusion due to anticipated permits needed and potential impacts. For Type II (B) projects, a signature is required from FHWA. Engineer will endeavor to obtain the NCDOT and FHWA signatures on this document.

The Engineer will submit an electronic copy of the CE document to the City and NCDOT for review and comment. Engineer will revise the document once per City and NCDOT comments. Engineer will submit the revised document to FHWA for review and comment. Upon receiving one set of comments from FHWA, Engineer will revise the document, submit a final electronic copy, and submit final copies for signature.

A1.07 Preliminary Plans

The Engineer will prepare a 30% preliminary alignment map for the multi-use path based on the location determined in the field meeting and information provided in the survey. The Engineer will hand sketch the optimal trail alignment with input from our wetland scientists and landscape architects. The Engineer will illustrate the alignment in computer rendered format, superimposed on the survey data and aerial photography at a 1" = 100' scale. One hard copy (each) and electronic copy of the alignment map will be submitted to the City, NCDOT, and GUC for review. The alignment will be revised based on comments received at the 30% plans review meeting (see A1.04) and displayed on a roll plot to serve as the workshop map.

The Engineer will develop a 30% preliminary opinion of probable construction cost after incorporating comments from the review meeting. The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. All provided opinions of probable costs are based on the information known to Engineer at the time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

A1.08 Hydraulic Design

The Engineer will perform preliminary hydraulic analysis for drainage pipe crossings and linear ditches along the proposed alignment for incorporation into the multi-use path plans. This preliminary analysis will be based upon the topographical information included in the survey and base information available for drainage designs such as GIS contour information, USGS Quad maps, and FEMA information. All hydraulic designs will be completed in accordance with the City of Greenville and NCDOT requirements for Hydraulic Design, whichever is more stringent. The anticipated tasks associated with the drainage evaluation concurrent with the 60% plans include:

- Conduct field reconnaissance of existing and proposed drainage features and patterns associated with proposed trail pipe crossings and existing ditches. Supplemental hydraulic surveys will be performed in addition to the provided survey, to be used to set proposed bridge elevations.
- Size all cross pipes along trail alignment and determine critical trail profile minimums to allow for the proposed cross pipes.
- Design proposed ditches necessary to appropriately drain low areas adjacent to proposed trail and to replace existing ditches impacted by the proposed trail.
- Evaluate and design necessary revisions to existing hydraulic structures (drop inlets, cross pipes, headwalls) that may be impacted by the proposed trail.
- Finalize hydraulic designs for ditches, storm drainage systems, drop inlet locations, outfall analyses, and final cross pipe designs.
- Draft the proposed drainage features (ditches, cross pipes, inlets, etc.) and all associated labeling.

A1.09 Stream Modeling

The Tar River is a FEMA regulated stream studied by detailed methods with a designated regulatory floodway. Significant sections of the proposed alignment will encroach into the effective FEMA floodway requiring hydraulic modeling and analysis. Engineer will utilize the HEC-RAS Stream Model to evaluate the proposed greenway improvements along the stream corridor. Areas of proposed fill and structures that encroach into the floodway will be evaluated. The modeling effort will include a duplicate effective, corrective effective and proposed conditions model run. This model will incorporate corrections to the received HEC-RAS model, as well as survey data. Engineer will also perform a field investigation and gather supplemental hydraulic surveys, which will be incorporated into the model.

If the results of the hydraulic evaluation demonstrate that flood levels are increased during the base flood, then a CLOMR application package will be submitted to the City's floodplain administrator for review. A CLOMR submittal will include a cover letter, project narrative, modeling comparison tables, certified topographic work map, annotated FIRM, bridge design plans, NFIP Part 65.12 evaluation of alternatives, insurable structure no-impact certification, and impacted property owner notifications, revised flood profiles, revised floodway data table, applicable MT-2 forms, supporting FIS data, and hydraulic modeling and GIS mapping files associated with the analysis. The City will be responsible for FEMA review fees associated with this Task.

Upon authorization from the administrator, Engineer will forward the CLOMR to the NCFMP, which has a maximum of 90 days to review the submittal. Engineer will respond to comments from the NCFMP within 15 business days of receipt. The NCFMP will have 90 days to review the comment responses prepared by Engineer.

11.10 Right-of-Way Plans

60% Plans

The Engineer will prepare 60% plans consisting of multi-use path plans, centerline, vertical alignment, cross sections, construction limits, proposed easements, pavement marking, trail marker and signing plans. The designs will be performed in accordance with applicable City, NCDOT, and AASHTO standards and guidelines. The Engineer will reference appropriate NCDOT Roadway Standard Drawings to indicate how vehicular and pedestrian traffic is to be maintained during construction of the project.

Engineer will prepare the multi-use path plans on combined plan and profile sheets at a scale of 1" = 20' horizontal and 1" = 2' vertical. Engineer will prepare preliminary cross sections at a scale of 1" = 10'. This submittal will include an opinion of probable construction cost. The Engineer will submit six (6) sets of 60% plans to the City, one (1) set to GUC, and one (1) set to NCDOT for review. Engineer will provide a Quality Control/Quality Assurance review of the preliminary right-of-way plans prior to submittal.

Erosion and Sediment Control Design

Engineer will design and specify erosion control measures which minimize erosion and limit off-site sedimentation during construction. Erosion control plans will include temporary construction access points using GUC access roads where possible. The design will be in accordance with the requirements of the NCDENR and the City. The Engineer will submit the necessary application, calculations, and erosion control plans to the NCDENR Division of Land Quality Regional Engineer to apply for a grading permit.

75% Final Right-of-Way Plans

Engineer will participate in a "Plans in Hand" field review and revise the final plans in accordance with the field review. The plans will also be revised based on comments received at the preliminary right-of-way plans review meeting and comments from environmental agencies. The Engineer will submit three (3) sets of 75% final right-of-way plans to the City for easement acquisition.

11.11 Structure Design

Preliminary Bridge

Engineer assumes that the pedestrian bridge over the Unnamed Tributary to the Tar River will be an approximate 60 foot length prefabricated weathered steel connector truss bridge. All bridge components will be designed by the prefabricated bridge supplier. The supplier will design the bridge in accordance with the latest edition of the AASHTO LRFD Bridge Design Manual and AASHTO Guide Specifications for Design of Pedestrian Bridges; and based on the requirements from the geotechnical report, foundation recommendations, and hydraulic study. Engineer will perform site reconnaissance, coordination with the geotechnical engineer, and develop preliminary geometry and layout for the preliminary plans.

The Engineer will provide the foundation design requirements and produce performance specifications for the bridge design (superstructure and substructure). The Engineer will provide plans, details, and specifications for the pedestrian bridge suitable for bidding.

Timber Boardwalk

The Engineer estimates 1,400 feet of boardwalk over wetlands consisting of timber construction. The timber boardwalks will be designed to the AASHTO LRFD Bridge Design Manual and AASHTO Guide Specifications for Design of Pedestrian Bridges; and based on the requirements from the geotechnical report, foundation recommendations, and hydraulic study. The Engineer will provide the foundation design requirements and produce performance specifications for the timber boardwalk. The Engineer will provide plans, details, and specifications for the boardwalks suitable for bidding.

Final Structure Plans

After completion of the 75% plans, the Engineer will complete design requirements of the pedestrian bridge and boardwalks by developing final structure plans and specifications. The following items will be considered when developing the final structure plans:

- 11.1 Bridge length, span options, and height above Unnamed Tributary to the Tar River based on hydraulic requirements
- 11.2 The maximum walkway width for the pedestrian bridge and boardwalks shall be 10 feet
- 11.3 The maximum vehicle live load on the pedestrian bridge and boardwalks shall be H-5 (small pickup loading)
- 11.4 The pedestrian bridge anticipated span range is 60 feet
- 11.5 The boardwalks length of 1,400 feet over wetlands

Railroad Canopy

Engineer will provide the design of a canopy at the existing CSXT railroad bridge adequate to protect trail users from objects potentially coming from the railroad right of way. The drawing will include canopy details and general notes. The Engineer will submit the canopy drawing to the City, NCDOT, and CSXT for review.

Retaining Wall Design

Engineer will develop retaining wall designs to support the greenway at the base of the existing concrete bridge abutment (northwest corner) at Memorial Drive and at the northeast side of the existing CSXT railroad. The structural design will be performed in the accordance with the AASHTO LRFD Design Manual and based on the foundation recommendations and hydraulic study. Engineer will develop wall and slope geometry, evaluate loads and pressures that will act on the structures, design the structures to withstand the loads and pressures, and ensure wall and slope constructability. Engineer will submit final wall plans and design calculations with the 90% Plans. After incorporating 90% plan review comments, Engineer will finalize the construction-ready Plans and Specifications.

A1.12 Final Plans and Bid Phase Services

90% Final Plans

Engineer will prepare 90% final plans, final structure plans (A1.11), technical specifications and bid documents including construction-ready drawings, special conditions, and unit price proposal page. Three (3) copies of 90% final plans, Technical Specifications, and final Opinion of Probable Construction Cost will be submitted to the City and NCDOT for approval. Engineer

will provide a Quality Control/Quality Assurance review of the 90% final construction plans prior to submittal.

100% Final Sealed Plans

Upon receipt of comments or approval of the 90% final plans, Engineer will furnish one reproducible set of 100% final sealed construction plans and documents for use by the City in the bidding and construction phases. Reproducible drawings will be 22" by 34" in accordance with NCDOT standards. Six (6) copies of 100% final sealed plans and signed NCDOT Two-Party Encroachment Agreement will be submitted to NCDOT for approval. The Engineer will provide a CD with one (1) electronic set (in PDF format) of the sealed plans and specifications and applicable CADD files.

Bid Phase Services

The Engineer will attend the pre-bid conference, issue up to one addendum, provide clarifications and information as requested by bidders, and attend the Pre-Construction Conference prior to commencement of the Project.

The City will provide all other bidding phase services including preparation of construction bidding documents, proposal bid forms, and bond forms; reproduction of the plans and documents for bidding, advertise the project, maintenance of the bidder's log, conducting the bid opening, tabulation of the bids received, reviewing the bid packages for compliance with the contract requirements, selection of the contractor, and preparing minutes to the Pre-Construction Conference.

This is **EXHIBIT B**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the

scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

- ~~E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.~~
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services: *[Here list any such additional services]*.

EXHIBIT C

COMPUTATION OF MANDAY REQUIREMENTS AND FEES

prepared for the City of Greenville

TIP NO.: EB-5539

COUNTY: Pitt

DESCRIPTION: South Tar River Greenway, Phase 3

ENGINEERING AGREEMENT

SUPPLEMENTAL AGREEMENT NUMBER _____

PROFESSIONAL SERVICES CONTRACT

LIMITED SERVICES CONTRACT

CONTENTS:

COVER	<u>1</u>
SUMMARY	<u>2</u>
SURVEY ESTIMATE	<u>3 to 4</u>
GEOTECHNICAL ESTIMATE	<u>5 to 11</u>
RAILROAD COORDINATION ESTIMATE	<u>12</u>
GREENWAY DESIGN ESTIMATE	<u>13 to 18</u>

ENGINEERING FIRM: Kimley-Horn and Associates, Inc.

PREPARED BY: Jeffrey W. Moore, P.E.

DATE: July 31, 2012

SUMMARY

TIP NUMBER : EB-5539
 COUNTY: Pitt

SCOPE : Location surveys, geotechnical investigations, meetings and coordination, environmental permits, environmental documentation, greenway design, hydraulic design, structure design, railroad coordination, and bid phase services.

PRIVATE ENGINEERING FIRM		INITIAL		FINAL	
ITEM	MD	COST	MD	COST	
** Location Surveys	38.500	\$ 19,898.90	38.500	\$ 18,705.91	
Direct Costs		\$ 2,274.04		\$ 2,366.19	
** Geotechnical Engineering	21.750	\$ 10,930.34	13.750	\$ 9,403.17	
Direct Costs		\$ 13,535.50		\$ 12,094.75	
** Railroad Coordination	25.000	\$ 28,237.13	19.375	\$ 21,881.23	
Direct Costs		\$ 1,758.05		\$ 1,210.00	
** Meetings and Coordination	26.500	\$ 27,237.90	23.500	\$ 25,553.98	
Direct Costs					
** Environmental Permits	26.000	\$ 24,328.60	26.000	\$ 24,810.57	
Direct Costs					
** NEPA Documentation	10.500	\$ 10,695.91	10.500	\$ 10,908.50	
Direct Costs					
** Preliminary Plans	15.000	\$ 11,526.03	15.000	\$ 11,684.83	
Direct Costs					
** Hydraulic Design	15.500	\$ 14,006.19	15.500	\$ 14,397.14	
Direct Costs					
** Stream Modeling	27.000	\$ 26,713.76	20.000	\$ 20,551.38	
Direct Costs					
** Right-of-way Plans	33.000	\$ 26,637.63	33.000	\$ 26,940.72	
Direct Costs					
** Structure Design	54.000	\$ 42,458.14	48.000	\$ 40,554.15	
Direct Costs					
** Final Plans and Bid Phase Services	24.500	\$ 22,049.09	23.750	\$ 22,012.51	
Direct Costs					
Direct Costs		\$ 3,799.75		\$ 3,799.75	
TOTAL	317.250	\$ 286,086.97	286.875	\$ 266,874.78	

NOTES:

** Labor, Overhead & Fee

ENGINEERING FIRM: Kimley-Horn and Associates, Inc.

PREPARED BY: Jeffrey W. Moore, P.E.

DATE: 07/31/12

APPROVED BY: Richard Adams, P.E.

DATE: 07/31/12

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
LOCATION AND SURVEYS PEF COST ESTIMATE**

DATE: 7/28/2012

FIRM: Kimley-Horn and Associates, Inc.

SUB: Stewart Engineering, Inc.

PROJECT: _____ COUNTY: Pitt

TIP NO.: EB-5539

LENGTH: _____
L-LINE: _____
Y-LINE(S): _____

RAMPS: _____
RAILROADS: _____

LS NO.: _____

PROJECT DESCRIPTION: _____

MANHOURS BY CLASSIFICATION

TASKS & PARAMETERS	MANHOURS BY CLASSIFICATION							TOTAL
	PE	PLS	SCA	ST	PC	IP	RP	
1. Courthouse Research No. of Properties: 31			3	8	12	12		35
2. Contacting Property Owners No. of Property Owners: 31			2	4		4		10
3. NC Grid Tie (Horiz.) to NAD 1983 Approx. Length:								0
4. Vertical Control Tie to NGVD of 1929 Approx. Length:								0
5. Baseline Traverse Approx. Length:								0
6. Intermediate Staking of Baseline Approx. Length:								0
7. Compute Best-Fit Alignment (Graphically) Approx. Length:								0
8. Hub & Stake Design -L- & -Y- Alignments Approx. Length -L-: Approx. Length -Y-:								0
9. Establish/Elevate Temp. Bench Marks No. of TBM's:								0
10. Pavement DTMs Approx. Length:								0
11. Hydrographic Surveys & -T- Lines Approx. Length:								0
12. Suppl. Info for DTM's (Obscured Areas) No. of Acres / Hectares:		4	13	43	72	72		204
13. Field Property Ties & Recon No. of Properties:								0
14. Property Analysis and Computations No. of Properties: 31		1	2	6	10	10		29
15. Property Line Ties to Design Alignment No. of Properties:								0
16. Property Strip Maps No. of Maps:								0
17. Data for Appraisal Report No. of Properties:								0

TASKS & PARAMETERS	PE	PLS	SCA	ST	PC	IP	RP	TOTAL
18. Classif. of Features on Aerial Maps No. of Maps: Scale:								0
19. Field Loc. of Topo & Plan. Features (Dense, Med., or LT.):								0
20. Loc. of Non-Gravity U/G Utilities (Dense, Med., or LT.):								0
21. Loc. of Gravity Utilities & Pipe Inverts (Dense, Med., or LT.):								0
22. Mapping Pre. Prop. from Tax Map Info. No. of Properties:								0
23. Pole Data Sheets (Dense, Med., LT.):								0
24. Setting Photo Con. Panels No. of Points:								0
25. Photogrammetric Control No. of Points:								0
26. Staking and Flagging R/W & Easements No. of R/W Points: No. of EASEMENT Points:								0
27. Production of Base Mapping No. of Sheets:								0
28. GPS Points No. of Points:								0
29. Misc. Staking No. of Points: 8 Plats		2	4	16				22
33. Travel Hrs RT:								0
34. Project Mgmt. & Supervision		4	4					8
35. Traffic Control & Safety								0
TOTAL MANHOURS:	0	11	28	77	94	98	0	308

CLASSIFICATION	NAME	HOURS	RATE	COST
Professional Engineer		0		\$0.00
Professional Land Surveyor	Frank Mundy	11	\$49.04	\$539.44
Survey Control Analyst	Rich Penci	28	\$28.85	\$807.80
Survey Technician	Frank Hopkins	77	\$21.50	\$1,655.50
Party Chief	Matt Nappo	94	\$21.83	\$2,052.02
Instrument Person	Dustin McCarty	98	\$17.00	\$1,666.00
Rod Person	Jamie Harward	0		\$0.00

TOTAL MANHOURS **TOTAL DIRECT SALARY COSTS**
308 \$6,720.76

INDIRECT SALARY COSTS

Total Dir. Salary Costs	\$6,720.76	
Overhead (%)	154.67	\$10,395.00
Fee (%)	9	\$1,540.42
Cost of Capt. (%)	0.7400	\$49.73
Total Indirect Salary Costs:		\$11,985.15

TOTAL DIR. and INDIR. SALARY COSTS
\$18,705.91

DIRECT COSTS

Carry-all \$/Day	\$28.75	Days =	\$0.00
or \$/Mi	\$0.575	Miles =	\$1,063.75
Sedan \$/Day	\$27.75	Days =	\$0.00
or \$/ Mi	\$0.555	Miles =	\$0.00
Misc. Survey Supplies =			\$8.24

TOTAL DIRECT COSTS
\$1,071.99

PER DIEM EXPENSES
(Meals: \$36.35 Max., Lodging \$71.50 for lump sum jobs)

\$ / Day	\$107.85	x	2	Persons	x	6	Days =	\$1,294.20
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TOTAL PER DIEM
\$1,294.20

Cost per Mi:
Manhours per Mi:

PROJECT ESTIMATE TOTAL: \$21,072.10

ESTIMATE BY: Frank Mundy, PLS

COST ESTIMATE FOR GEOTECHNICAL INVESTIGATION

Prepared By: Falcon Engineering Proposal No: F2012-029R2
 Submitted By: J. Hamm / C. Norville Date: 6/21/2012

TIP - - - - - EB-5539
 PROJECT NO. - - - -:
 COUNTY - - - - - Pitt
 F.A.NUMBER - - - -:
 DESCRIPTION - - - -: South Tar River Greenway

UNITS = feet

BRIDGE	<u>1</u>
ASSUMED LENGTH	<u>60</u>
ASSUMED WIDTH	<u>10</u>
NUMBER OF SPANS	<u>1</u>
NUMBER OF BENTS	<u>2</u>
NO. OF BORINGS	<u>2</u>
AVG.DEPTH BORING	<u>70</u>
FOOTAGE	<u>140</u>

BOARDWALK	<u>1</u>
ASSUMED LENGTH	<u>1400</u>
ASSUMED WIDTH	<u>10</u>
NUMBER OF SPANS	<u>N/A</u>
NUMBER OF BENTS	<u>N/A</u>
NO. OF BORINGS	<u>7</u>
AVG.DEPTH BORING	<u>20</u>
FOOTAGE	<u>140</u>

GREENWAY TRAIL	
ASSUMED LENGTH	<u>6,000</u>
NO. OF BORINGS	<u>6</u>
AVG.DEPTH BORING	<u>10</u>
TOTAL FOOTAGE =	<u>60</u>

TOTAL FOOTAGE = **340**

ESTIMATED MAN HOURS

TASK	CLASSIFICATION								
	Sr. Project Manager	Senior Engineer / Geologist	Project Engineer	Staff Engineer	Field Engineer	CADD Technician	Driller	Driller Assistant	Clerical
RR Coord., Site recon, Prop. Owners, etc.			6		2				
Crewtime for Difficult Moving, Clearing						Attachment number Page 41 of 72	4	4	
Boring Layout					8	2			
Site Visit									
Boring/Clearing Observation					32				
Preparation of final logs, profiles, & cross sections		2		8		8			
Review Field/Lab Data		1	3						
Foundation Design	1	8	4						
Prepare Final Report	2		4	4		2			2
Project Management/ Response to Comments	1		2						
TOTAL	4	11	19	12	42	12	4	4	2

I. PROFESSIONAL LABOR

EMPLOYEE	CLASSIFICATION	BILLING RATE *	HOURS	COST
Chris Norville	Department Manager	\$161.67	4	\$646.68
Mahalingam Bahiradhan	Senior Project Manager	\$137.69	11	\$1,514.59
Jeremy Hamm	Project Engineer	\$88.90	19	\$1,689.10
Jeremy Hamm	Staff Engineer	\$88.90	12	\$1,066.80
Tommy Evans	Field Engineer	\$72.73	42	\$3,054.66
Tommy Evans	CADD Operator	\$72.73	12	\$872.76
Varies (TBD)	Driller	\$77.44	4	\$309.76
Varies (TBD)	Driller Assistant	\$40.35	4	\$161.40
Jodi Council	Clerical	\$43.71	2	\$87.42
TOTAL PROFESSIONAL LABOR =				\$9,403.17

Attachment Number 1
Page 12 of 22

* NCDOT Labor Billing rates based on 2011 overhead rate (206.71%), cost of capital (1.94%), and 9% fee.

II. FIELD INVESTIGATION SERVICES

1.	Auger Borings without SPT (2)				
	<u>\$8.50</u> RATE x LENGTH		FEET =	<u>\$0.00</u>	
2.	Soil Test Borings with SPT (AASHTO T206-81) (2)				
	0-60 ft. <u>\$12.00</u> RATE x LENGTH	<u>320</u>	FEET =	<u>\$3,840.00</u>	Attachment number 1
	60-100 ft. <u>\$14.00</u> RATE x LENGTH	<u>20</u>	FEET =	<u>\$280.00</u>	Page 43 of 72
3.	Hard Drilling (2)				
	0-60 ft. <u>\$14.50</u> RATE x LENGTH		FEET =	<u>\$0.00</u>	
	60-100 ft. <u>\$17.00</u> RATE x LENGTH		FEET =	<u>\$0.00</u>	
4.	Rock Coring - Crystalline Rock (NQ2)				
	0-60 ft. <u>\$45.00</u> RATE x LENGTH		FEET =	<u>\$0.00</u>	
	60-100 ft. <u>\$55.00</u> RATE x LENGTH		FEET =	<u>\$0.00</u>	
4.1	Rock Coring - Crystalline Rock (H size - HQ typical)				
	0-60 ft. <u>\$50.00</u> RATE x LENGTH		FEET =	<u>\$0.00</u>	
	60-100 ft. <u>\$60.00</u> RATE x LENGTH		FEET =	<u>\$0.00</u>	
5.	SPT Samples Between Rock Core Runs				
	a) 0 to 60' <u>\$30.00/sample</u> RATE x		SAMPLES =	<u>\$0.00</u>	
	b) 60' + <u>\$65.00/sample</u> RATE x		SAMPLES =	<u>\$0.00</u>	
6.	Grouting with Bentonite				
	<u>\$8.00</u> RATE x LENGTH		FEET =	<u>\$0.00</u>	
7.	Grouting with Portland Cement Slurry				
	<u>\$9.00</u> RATE x LENGTH		FEET =	<u>\$0.00</u>	
8.1	Installing Casing (temporary) (3 or 4")				
	<u>\$7.50</u> RATE x LENGTH	<u>70</u>	FEET =	<u>\$525.00</u>	
8.2	Installing Casing From Collar to Termination (3 or 4")				
	<u>\$7.50</u> RATE x LENGTH		FEET =	<u>\$0.00</u>	
9.	Obtaining Undisturbed Soil Samples with 3" O.D. Shelby Tube: (2)				
	<u>\$110.00</u> RATE PER TUBE		TUBES	<u>\$0.00</u>	
TOTAL FIELD INVESTIGATION SERVICES =				<u>\$4,645.00</u>	

III. LABORATORY TESTING SERVICES

TYPE TEST	Unit Price	X	No. of Tests	=	Cost
Soil Classification (AASHTO M145)	<u>\$145.00</u>		<u>12</u>		<u>\$1,740.00</u>
Percent Passing #200 Sieve (AASHTO T11)	<u>\$55.00</u>		_____		<u>\$0.00</u>
Sieve Analysis (AASHTO T27)	<u>\$85.00</u>		_____		<u>\$0.00</u>
Organic Content (AASHTO T 267-80)	<u>\$30.00</u>		<u>5</u>		<u>\$150.00</u>
Natural Moisture Content (AASHTO T 265-79)	<u>\$10.00</u>		<u>12</u>		<u>\$120.00</u>
Standard Proctor (AASHTO T 99-81)	<u>\$185.00</u>		_____		<u>\$0.00</u>
California Bearing Ratio (CBR, AASHTO T 193-81)	<u>\$395.00</u>		_____		<u>\$0.00</u>
PH (AASHTO T-289-93)	<u>\$30.00</u>		_____		<u>\$0.00</u>
Unconfined Compression Testing of Rock (QU ONLY) (ASTM D-2938-86)	<u>\$145.00</u>		_____		<u>\$0.00</u>
Spitting Tensile Strength of Intact Rock Core Specimens (ASTM D-3967-92)	<u>\$130.00</u>		_____		<u>\$0.00</u>
Elastic Moduli of Intact Rock Core (QU w/ Possion's Ratio) (ASTM D-3148-93)	<u>\$495.00</u>		_____		<u>\$0.00</u>
TOTAL LABORATORY TESTING SERVICE					<u>\$2,010.00</u>

IV. MISCELLANEOUS FIELD ITEMS

1a.	MOBILIZATION/DEMobilIZATION DRILL RIG AND CREW - TRUCK MOUNT/ATV				
	a.	Within 50-mile radius of base: (7)	<u>\$ 500.00</u>	LS	=
	b.	Outside 50-mile radius of base (round trip): (8)			=
		<u>\$5.00</u> RATE x DISTANCE	<u>250</u>	MILES	= <u>\$ 1,250.00</u>
1b.	MOBILIZATION/DEMobilIZATION DRILL RIG AND CREW - TRACK				
	a.	Within 50-mile radius of base: (7)	<u>\$ 525.00</u>	LS	=
	b.	Outside 50-mile radius of base (round trip): (8)			=
		<u>\$5.25</u> RATE x DISTANCE		MILES	= <u>\$ -</u>
2.	MOBILIZATION/DEMobilIZATION DRILL RIG AND CREW - WATER				
	a.	Within 50-mile radius of base: (7)		LS	= <u>\$ -</u>
	b.	Outside 50-mile radius of base (round trip): (8)			=
		<u> </u> RATE x DISTANCE	<u> </u>	MILES	= <u>\$ -</u>
4.	SUBSISTENCE (not to exceed current NCDOT allowable)				
		<u>9</u> Man Days X Rate	<u>\$100.25</u>		= <u>\$ 902.25</u>
5.	MILEAGE (not to exceed current NCDOT allowable)				
	CAR	<u>\$0.550</u> RATE x DISTANCE	<u> </u>	MILES	= <u>\$ -</u>
	TRUCK	<u>\$0.575</u> RATE x DISTANCE	<u>500</u>	MILES	= <u>\$ 287.50</u>
6.	Equipment Rental & Supplies & Materials: (10)				
	Item	Units	Rate		
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
				TOTAL	<u>\$ -</u>
7.	Outside Hired Help (Flagman, Local Labor, Survey Crew, etc) (10)				
	type	Units	Rate		
	Hydroaxe Mulching, per day		\$1,200.00		\$ -
	Railroad Protective Liability Insurance	1.0	\$3,000.00		\$ 3,000.00
				TOTAL	<u>\$ 3,000.00</u>
TOTAL MISCELLANEOUS FIELD ITEI					<u>\$ 5,439.75</u>

Attachment number 1
Page 45 of 72

SUMMARY

I. PROFESSIONAL LABOR	<u>\$9,403.17</u>	
II. FIELD INVESTIGATION SERVICES	<u>\$4,645.00</u>	Attachment number 1 Page 46 of 72
III. LABORATORY SERVICES	<u>\$2,010.00</u>	
IV. MISCELLANEOUS FIELD ITEMS	<u>\$5,439.75</u>	
TOTAL ESTIMATED COST	<u><u>\$21,497.92</u></u>	

FEE ESTIMATE

MANHOURS BY CLASSIFICATION							TOTAL		PROJECT PHASE
ASSOC ENGR	SENIOR PROF II	SENIOR PROF I	ENGR I	DESIGN ENGR	TECH	CLERICAL	MANHOURS	MANDAYS	
	10			10			20	2.50	Task A1.04 - Meetings and Coordination
	6		6				12	1.50	Field Reconnaissance
	4			4			8	1.00	Meeting with GUC
				10			10	1.25	Project Status Conference Calls
	6			6			12	1.50	Monthly Progress Reports (10)
	6			6			12	1.50	30% Design Review Meeting
	6			6			12	1.50	60% Design Review Meeting
	6						6	0.75	Stakeholder Meeting
	8						8	1.00	City Council Presentation
	4		8	24			36	4.50	Miscellaneous Coordination with City, NCDOT, GUC, and VA Clinic
				8			8	1.00	Subconsultant Coordination (2)
				4		2	6	0.75	Develop citizens informational workshop handout and materials
	6			6			12	1.50	Attend and conduct citizens informational workshop
	8			8		8	24	3.00	Project Administration and Miscellaneous Coordination (10 months)
	4			10			14	1.75	Develop and maintain project schedule (10 months)
0	68	0	14	96	0	10			
							SUBTOTAL	188	23.50
ASSOC ENGR	SENIOR PROF II	SENIOR PROF I	ENGR I	DESIGN ENGR (EI)	TECH	CLERICAL	MANHOURS	MANDAYS	Task A1.05 - Environmental Permits
				2			2	0.25	Agent authorization form
		32		32			64	8.00	Wetland and stream delineation
		2	2	20			24	3.00	Draft letter, data forms to DWQ/USACE
		8		8			16	2.00	Agency field verification meeting
		2	2	2			6	0.75	JD Map review and coordination
			2	8	20		30	3.75	Environmental Screening
			4	4			8	1.00	Coordination with USFWS
				4	16		20	2.50	Prepare Permit Drawings
			4	4	8		16	2.00	Pre-Construction Notification
				2	2		4	0.50	401 Water Quality Certification
				2	2		4	0.50	Section 404 Nationwide Permit
		6		4	4		14	1.75	Miscellaneous Coordination with environmental agencies
0	0	50	14	92	52	0			
							SUBTOTAL	208	26.00
ASSOC ENGR	SENIOR PROF II	SENIOR PROF I	ENGR I	DESIGN ENGR (EI)	TECH	CLERICAL	MANHOURS	MANDAYS	Task A1.06 - NEPA Documentation
			8	4			12	1.50	Coordinate with appropriate State and Federal Agencies
			8	2		6	16	2.00	Prepare and Distribute Scoping Letter
			6	2			8	1.00	Summarize Project Description and Prepare Figures
			2				2	0.25	Summarize Project Purpose and Need
			2				2	0.25	Indicate Type(s) of Project Improvements
			2				2	0.25	Note comments provided by State/Federal Agencies and Responses
			6				6	0.75	Complete Section E (Threshold Criteria Checklist)
			8				8	1.00	Elaborate on Issues in Section E (Receiving Unfavorable Response)
	4		4				8	1.00	PCE QC/QA and revise
			6				6	0.75	Complete Section G
			2				2	0.25	Submit copies of PCE to City/NCDOT/FHWA
	2		8				10	1.25	Revise PCE per comments
			2				2	0.25	Submit final copy of PCE to FHWA
0	6	0	64	8	0	6			
							SUBTOTAL	84	10.50
ASSOC ENGR	SENIOR PROF II	SENIOR PROF I	ENGR I	DESIGN ENGR (EI)	TECH	CLERICAL	MANHOURS	MANDAYS	Task A1.07 - Preliminary Plans
				8	16		24	3.00	Incorporate survey
	2		4	10	12		28	3.50	Multi-Use Path (MUP) Centerline
				8	10		18	2.25	MUP edges of pavement, design drafting
				12	16		28	3.50	Workshop map rendering
				4	8		12	1.50	Revisions to workshop map rendering
	2			8			10	1.25	30% Opinion of Probable Construction Cost
0	4	0	4	50	62	0			
							SUBTOTAL	120	15.00
ASSOC ENGR	SENIOR PROF II	SENIOR PROF I	ENGR I	DESIGN ENGR (EI)	TECH	CLERICAL	MANHOURS	MANDAYS	Task A1.08 - Hydraulic Design
			2				2	0.25	Data Collection, Research
			12	12			24	3.00	Field Recon/ evaluate exist survey/hydraulic supplemental surveys
		2	24	12	8		46	5.75	Drainage Design (ditches/cross pipes/systems)
			8	10	16		34	4.25	Cadd Work (plan & profile view)
		4	6	4	4		18	2.25	Hydraulic Review and Rework
0	0	6	52	38	28	0			
							SUBTOTAL	124	15.50
ASSOC ENGR	SENIOR PROF II	SENIOR PROF I	ENGR I	DESIGN ENGR (EI)	TECH	CLERICAL	MANHOURS	MANDAYS	Task A1.09 - Stream Modeling
			4	4			8	1.00	Effective FIS Data Research, Collection, and Review
			4	36	8		48	6.00	HEC-RAS Floodplain Modeling (Duplicate, Corrective, Proposed Cond)
			4	4			12	1.50	Coordination with Structures, City, NCDOT, NCFPM
		6	24	40			70	8.75	Prepare & Submit CLOMR Package to NCFMP
		2	12	8			22	2.75	Revise per NCFMP comments
0	0	16	80	64	0	0			
							SUBTOTAL	160	20.00

FEE ESTIMATE

ASSOC ENGR	SENIOR PROF II	SENIOR PROF I	ENGR I	DESIGN ENGR (EI)	TECH	CLERICAL	MANHOURS	MANDAYS	
Task A1.10 - Right-of-Way Plans									
	4			12	8		24	3.00	MUP existing ground and proposed profiles
				12	4		16	2.00	MUP cross sections / layout to sheets
				2	6		8	1.00	MUP construction limits
				14	28		42	5.25	Set up plan/profile sheets (14)
				2	4		6	0.75	Title sheet
				6	16		22	2.75	Pavement marking, signing, and trail marker plans
				4	4		8	1.00	Construction details
			12	28	12		52	6.50	Erosion control plans and submit to DLQ
				6	8		14	1.75	Draft Right-of-Way and Easements on Plans
	6			6	12		24	3.00	Internal QC/QA review and Revise
			2	12			14	1.75	60% Opinion of Probable Construction Cost
				2		2	4	0.50	Submit 60% Plans
	4			2			6	0.75	Plat review and coordination
	2			8	10		20	2.50	Revise plans per comments
				2		2	4	0.50	Submit 75% Final Right-of-way Plans
0	16	0	14	118	112	4			
SUBTOTAL							264	33.00	
Task A1.11 - Structure Design									
Preliminary Bridge and Boardwalk Design									
4				18	12		34	4.25	Preliminary Geometry and Layout
				2	2		4	0.50	Coordination with Geotechnical Engineer
				6			6	0.75	Site Reconnaissance
Final Bridge and Boardwalk Design									
2				12	16		30	3.75	Design Requirements for Bridge and Boardwalk
4				12	60		76	9.50	Bridge and Boardwalk Details
2				8	2		12	1.50	Performance Specifications
2				6	6		14	1.75	Quantities and Cost Estimate
8				4	8		20	2.50	Internal QC/QA and Revise
Railroad Canopy									
4				12	20		36	4.50	General Notes and Details
2				6	4		12	1.50	Revise per CSXT Comments
Retaining Wall Design									
4				48	28		80	10.00	Final Design (2)
2				16	12		30	3.75	Plans and Wall Envelopes
2				2	2		6	0.75	Specifications
				6	2		8	1.00	Quantities and Cost Estimate
6				4	6		16	2.00	Internal QC/QA and Revise
42	0	0	0	162	180	0			
SUBTOTAL							384	48.00	
Task A1.12 - Final Plans and Bid Phase Services									
100% Final Plans									
	8			12	20		40	5.00	Final Internal QC/QA and Revise
			8	12		4	24	3.00	Final Technical Specifications
				4		4	8	1.00	Special conditions and unit price proposal page
				2		2	4	0.50	Submit 90% Plans
				8	12		20	2.50	Revise 90% Plans per comments
	2		2	8	12		24	3.00	Finalize Pay Items and Quantity Calculations
	2		2	8			12	1.50	Final Opinion of Probable Construction Cost
	2			2		2	6	0.75	Submit 100% Sealed Plans
				4			4	0.50	CD of Project Files
Bid Phase									
	2			4			6	0.75	Assist City with advertisement
	6		6				12	1.50	Attend Pre-Bid Conference
2	2		8	6	4		22	2.75	Bid Clarifications and Addenda
	8						8	1.00	Pre-Construction Conference
2	32	0	26	70	48	12			
SUBTOTAL							190	23.75	

EMPLOYEE CLASSIFICATION

TIP NO.: EB-5539
 COUNTY: Pitt

CLASSIFICATION		MANHOURS	MANDAYS		RATE	COST
Associate Engineer	Cecil Narron	44	5.50	x	\$ 62.50	\$ 2,750.00
Senior Professional II	Jeff Moore	126	15.75	x	\$ 56.73	\$ 7,147.98
Senior Professional I	Dan Robinson	72	9.00	x	\$ 53.84	\$ 3,876.48
Engineer I	Jason Pace	268	33.50	x	\$ 41.59	\$ 11,146.12
Design Engineer	Elizabeth Lynch	698	87.25	x	\$ 34.61	\$ 24,157.78
Technician	Jason Johnson	482	60.25	x	\$ 24.47	\$ 11,794.54
Clerical	Tracie Jacobs	32	4.00	x	\$ 20.00	\$ 640.00
Total		1722	215.25			
Total Direct Salary						\$ 61,512.90
Escalation (per year)						
Overhead					193.23%	\$ 118,861.38
Subtotal						\$ 180,374.28
Fee					9%	\$ 16,233.68
Overhead (Cost of Capital)					1.31%	\$ 805.82
TOTAL DIRECT AND INDIRECT SALARY COSTS						\$ 197,413.78

REPRODUCTION COSTS

(A) BONDS					
SUBMITTAL	SHEETS		SETS		TOTAL
PRELIMINARY REVIEW (30%)					
Plans	20	x	17	=	340
Interchange		x	17	=	0
* X-Sects		x	17	=	0
Geotechnical					
Plans	20	x	1	=	20
Interchange		x	1	=	0
* X-Sects		x	1	=	0
Drainage					
Plans	20	x	2	=	40
Interchange		x	2	=	0
* X-Sects		x	2	=	0
PRELIM. OR COMB. FIELD INSPECTION					
Pre-PFI/CFI Review					
Plans	25	x	8	=	200
Interchange		x	8	=	0
* X-Sects	40	x	8	=	320
** Prelim. or Comb. Field Inspection					
Plans		x	30	=	0
Interchange		x	30	=	0
* X-Sects		x	30	=	0
RIGHT-OF-WAY (75%)					
Pre-R/W Review					
Plans	30	x	2	=	60
Interchange		x	2	=	0
* X-Sects	40	x	2	=	80
Geotechnical					
Plans	30	x	1	=	30
Interchange		x	1	=	0
X-Sects (22"x34")	40	x	1	=	40
FINAL FIELD INSPECTION					
Pre-FFI Review					
Plans		x	1	=	0
Interchange		x	1	=	0
* X-Sects		x	1	=	0
** Final Field Inspection					
Plans		x	23	=	0
Interchange		x	23	=	0
* X-Sects		x	9	=	0
FINAL ROADWAY					
Final Review (90%)					
Plans	40	x	6	=	240
Interchange		x	6	=	0
* X-Sects	40	x	6	=	240
Pre-Sealed (100%)					
Plans	40	x	2	=	80
Interchange		x	2	=	0
* X-Sects	40	x	2	=	80
OTHER					
R/W Revisions		x	1	=	0
Const. Revisions		x	1	=	0
Strip Maps (36"x36")		x	1	=	0
Work Sets					
Plans	40	x	8	=	320
Interchange		x	8	=	0
* X-Sects	40	x	8	=	320
+ TOTAL BOND PLANS & FULL-SIZE X-SECTS (22"x34")	2410	x	\$ 0.42 /sheet=		\$ 1,012.20
+ TOTAL BOND INTERCHANGE (34"x68")	0	x	\$ 3.50 /sheet=		\$ -
+ TOTAL BOND X-SECTS (11"x17")	0	x	\$ 0.10 /sheet=		\$ -

REPRODUCTION COSTS

(B) RECORD SETS (BOND)						
SUBMITTAL	SHEETS		SETS		TOTAL	
*** PRELIMINARY APPROVED (25%)						
Plans	20	x	8	=	160	
Interchange		x	8	=	0	
* X-Sects		x	8	=	0	
*** PRELIM. OR COMB. FIELD INSPECTION						
Plans	25	x	1	=	25	
Interchange		x	1	=	0	
* X-Sects	40	x	1	=	40	
*** RIGHT-OF-WAY (75%)						
Plans	30	x	2	=	60	
Interchange		x	2	=	0	
* X-Sects	40	x	2	=	80	
*** FINAL FIELD INSPECTION						
Plans		x	1	=	0	
Interchange		x	1	=	0	
* X-Sects		x	1	=	0	
*** FINAL ROADWAY (100%)						
Plans	40	x	2	=	80	
Interchange		x	2	=	0	
* X-Sects	40	x	2	=	80	
+ TOTAL BOND PLANS & FULL-SIZE X-SECTS (22"x34")	525	x	\$ 0.42	/sheet=	\$ 220.50	
+ TOTAL BOND INTERCHANGE (34"x68")	0	x	\$ 3.50	/sheet=	\$ -	
+ TOTAL BOND X-SECTS (11"x17")	0	x	\$ 0.10	/sheet=	\$ -	
(C) XEROX COPIES						
+ TOTAL XEROX COPIES (Say)	5000	x	\$ 0.04	/sheet=	\$ 200.00	
+ COVERS & BINDING (Say)	50	x	\$ 1.00	/set=	\$ 50.00	
TOTAL REPRODUCTION A + B + C					=	\$ 1,482.70
NOTES:						
* Full Size Cross-Sections if 30 sheets or less						
** Include 2 sets of additional prints if project is in Charlotte						
*** Includes Firm's Record Set						
+ See Engineering Guidelines for the most up-to-date max. allowable non-salary direct costs						

TRAVEL AND MISCELLANEOUS COSTS

(A) TRAVEL									
PURPOSE of TRIP		TRIPS	MILES	TOTAL	RATE	COSTS			
+	Preliminary Field Review	1	x 210	= 210	x \$ 0.555	=	\$	116.55	
+	Public Meeting/Hearing/Workshops	1	x 210	= 210	x \$ 0.555	=	\$	116.55	
+	Field Inspections (Preliminary, Combined, Final)		x	=	x \$ 0.555	=			
+	Scheduled Reviews/Miscellaneous Meetings	13	x 210	= 2730	x \$ 0.555	=	\$	1,515.15	
+	Miscellaneous Local Meetings	4	x 40	= 160	x \$ 0.555	=	\$	88.80	
+	Other		x	=	x \$ 0.555	=			
PER DIEM		TRIPS	# ATTEND	TOTAL	RATE	COSTS			
+	Breakfast		x	=	x \$ 8.00	=			
+	Lunch	14	x 2	= 28	x \$ 10.45	=	\$	292.60	
+	Dinner	3	x 2	= 6	x \$ 17.90	=	\$	107.40	
+	Lodging		x	=	x \$ 71.50	=			
(B) EQUIPMENT									
LIST								COSTS	
(C) COMMUNICATIONS									
LIST								COSTS	
(D) POSTAGE									
LIST								COSTS	
(E) OTHER									
LIST		# ROLLS		RATE		COSTS			
+	Film & Developing	4	x	\$ 20.00	=	\$	80.00		
TOTAL TRAVEL & MISCELLANEOUS COSTS A + B + C + D + E						=	\$	2,317.05	
TOTAL REPRODUCTION						=	\$	1,482.70	
TOTAL DIRECT NON-SALARY COSTS						=	\$	3,799.75	
NOTES:									
*	Use Only Items That Are Not Included In Overhead								
+	See Engineering Guidelines for the most up-to-date max. allowable non-salary direct costs								

This is **EXHIBIT D**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

[Note to User: Delete this Exhibit D if Engineer will not be providing Resident Project Representative Services under Paragraph A1.05.A.2]

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

D1.01 Resident Project Representative

- C. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- D. Through RPR's observations of Contractor’s work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor’s work in progress, supervise, direct, or have control over Contractor’s Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor’s work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor’s performing and furnishing of its work. The Engineer (including RPR) neither guarantee the performances of any contractor nor assumes responsibility for Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in Paragraph A1.05 of Exhibit A of the Agreement are applicable.
- E. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions. RPR’s dealings in matters pertaining to the Contractor’s work in progress shall in general be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made;

and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

9. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

- b. Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.
 - c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
 - d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
14. *Completion:*
- a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
 - b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

F. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
2. Exceed limitations of Engineer’s authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept shop drawing or sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the terms and conditions set forth in this Notice.

By: _____

Title: _____

Dated: _____

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work (“Notice”) is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s work) under Engineer’s Agreement with Owner and under the Construction Contract referred to in this Notice, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract referred to in this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

This is **EXHIBIT G**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

- | | |
|--|-------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Each Accident: | \$100,000 |
| 2) Disease, Policy Limit: | \$500,000 |
| 3) Disease, Each Employee: | \$100,000 |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |
| 2) General Aggregate: | \$2,000,000 |
| d. Excess or Umbrella Liability -- | |
| 1) Each Occurrence: | \$2,000,000 |
| 2) General Aggregate: | \$2,000,000 |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): | |
| Each Accident | \$1,000,000 |
| f. Professional Liability -- | |
| 1) Each Claim Made | \$1,000,000 |
| 2) Annual Aggregate | \$2,000,000 |
| g. Other (specify): | \$ N/A |

~~2. By Owner:~~

~~a. Workers' Compensation: _____ Statutory~~

~~b. Employer's Liability —~~

- ~~1) Each Accident _____ \$ _____~~
- ~~2) Disease, Policy Limit _____ \$ _____~~
- ~~3) Disease, Each Employee _____ \$ _____~~

~~c. General Liability —~~

- ~~1) General Aggregate: _____ \$ _____~~
- ~~2) Each Occurrence (Bodily Injury and Property Damage): _____ \$ _____~~

~~d. Excess Umbrella Liability _____`~~

- ~~1) Each Occurrence: _____ \$ _____~~
- ~~2) General Aggregate: _____ \$ _____~~

~~e. Automobile Liability Combined Single Limit (Bodily Injury and Property Damage):~~

~~_____ Each Accident: _____ \$ _____~~

~~f. Other (specify): _____ \$ _____~~

B. Additional Insureds:

1. The following persons or entities are to be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B:

a. _____
Engineer

b. _____
Engineer's Consultant

c. _____
Engineer's Consultant

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

This is **EXHIBIT H**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Dispute Resolution

Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

[NOTE TO USER: Select one of the two alternatives provided]

~~H6.08 Dispute Resolution~~

~~A. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by *[insert name of mediator, or mediation service]*. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.~~

~~{or}~~

~~A. *Arbitration:* All Disputes between Owner and Engineer shall be settled by arbitration in accordance with the *[here insert the name of a specified arbitration service or organization]* rules effective at the Effective Date, subject to the conditions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance with this Paragraph H6.08.A will be specifically enforceable under prevailing law of any court having jurisdiction.~~

- ~~1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the *[specified arbitration service or organization]*. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.~~
- ~~2. All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$_____ (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any Dispute if the amount in controversy in such Dispute is more than \$_____ (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than \$_____ (exclusive of interest and costs). Disputes that are~~

- ~~not subject to arbitration under this paragraph may be resolved in any court of competent jurisdiction.~~
- ~~3. The award rendered by the arbitrators shall be in writing, and shall include: (i) a precise breakdown of the award; and (ii) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.~~
 - ~~4. The award rendered by the arbitrators will be consistent with the Agreement of the parties and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.~~
 - ~~5. If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner or Engineer (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Paragraph H6.08.A.5 nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.~~

This is **EXHIBIT I**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Limitations of Liability

Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties:

A. Limitation of Engineer's Liability

[NOTE TO USER: Select one of the three alternatives listed below for 16.10 A.1]

~~1. *Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.~~

~~{or}~~

~~1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$ _____ {or}~~

1. ~~Engineer's Liability Limited to the Amount of \$ _____: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total amount of \$ _____.~~
-

~~**[NOTE TO USER: If appropriate and desired, include I6.10.A.2 below as a supplement to Paragraph 6.10, which contains a mutual waiver of damages applicable to the benefit of both Owner and Engineer]**~~

2. ~~Exclusion of Special, Incidental, Indirect, and Consequential Damages: To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.10, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, and including but not limited to:~~

~~**[NOTE TO USER: list here particular types of damages that may be of special concern because of the nature of the project or specific circumstances, e.g., cost of replacement power, loss of use of equipment or of the facility, loss of profits or revenue, loss of financing, regulatory fines, etc. If the parties prefer to leave the language general, then end the sentence after the word "employees"]**~~

~~**[NOTE TO USER: the above exclusion of consequential and other damages can be converted to a limitation on the amount of such damages, following the format of Paragraph I6.10.A.1 above, by providing that "Engineer's total liability for such damages shall not exceed \$ _____."]**~~

~~**[NOTE TO USER: If appropriate and desired, include I6.10.A.3 below]**~~

3. ~~Agreement Not to Claim for Cost of Certain Change Orders: Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or~~

~~part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer under this Agreement (“Covered Change Orders”). Accordingly, Owner agrees not to sue or to make any claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed _____% of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of Engineer for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Owner would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents and without any other error or omission of Engineer related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Engineer includes Engineer’s officers, directors, members, partners, agents, employees, and Consultants.~~

~~**[NOTE TO USER: The parties may wish to consider the additional limitation contained in the following sentence.]**~~

~~Owner further agrees not to sue or to make any claim directly or indirectly against Engineer with respect to any Covered Change Order not in excess of such percentage stated above, and Owner agrees to hold Engineer harmless from and against any suit or claim made by the Contractor relating to any such Covered Change Order.]~~

~~**[NOTE TO USER: Many professional service agreements contain mutual indemnifications. If the parties elect to provide a mutual counterpart to the indemnification of Owner by Engineer in Paragraph 6.10.A, then supplement Paragraph 6.10.B by including the following indemnification of Engineer by Owner as Paragraph 16.10.B.]**~~

~~**B. Indemnification by Owner:** To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or~~

~~omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.~~

This is **EXHIBIT J**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Special Provisions

Paragraph(s) ____ of the Agreement is/are amended to include the following agreement(s) of the parties:

This is **EXHIBIT K**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. _____

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: _____
- b. Owner: _____
- c. Engineer: _____
- d. Project: _____

2. *Description of Modifications:*

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

[List other Attachments, if any]

- 5. Agreement Summary (Reference only)
 - a. Original Agreement amount: \$ _____
 - b. Net change for prior amendments: \$ _____
 - c. This amendment amount: \$ _____
 - d. Adjusted Agreement amount: \$ _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

MEMORANDUM

TO: Thomas M. Moton, Interim City Manager

FROM: Scott P. M. Godefroy, PE, Interim Director of Public Works



DATE: July 25, 2012

SUBJECT: South Tar River Greenway Phase 3 – Award of Contract for Design Services

City Staff has completed the selection and negotiation process for design services on the South Tar River Greenway Phase 3 project. This new section of greenway will begin at the western end of the existing trail along the north side of First Street Place and curve along the Tar River to Moye Boulevard adjacent to the VA Clinic. Staff has selected Kimley-Horn and Associates to provide design services.

As required for all federally funded projects, staff utilized a competitive selection process based upon qualifications only – no fees submitted at time of selection other than unit prices. This requirement comes via the Mini Brooks Act under GS 143-64.31. In response to a Request for Proposals, staff received eight (8) proposals from interested firms. Those firms were:

1. Rivers & Associates
2. McKim & Creed
3. Wetherill Engineering
4. Stewart Engineering
5. A. Morton Thomas & Associates
6. WK Dickson
7. Mulkey Engineers & Consultants
8. Kimley-Horn and Associates

The selection committee, made up of employees from PW-Engineering and Recreation and Parks, numerically rated the proposals based upon the following criteria included in the advertised Request for Proposals:

- Completeness of Response
- Approach of firm to project
- Performance of firm/team on similar projects
- Qualifications of Individuals proposed or duties
- Availability of Project Team

After each member individually rated each proposal, the committee met to discuss the ratings and determined the four (4) highest rated firms would be interviewed. Those firms were:

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- Rivers & Associates
- Kimley-Horn and Associates
- WK Dickson
- Wetherill Engineering

Each firm was notified of their selection to compete in the interview process and was provided a general outline of the 1-1/2 hour time slot: 1) 45-50 minutes of presentation by the firm, 2) 20-25 minutes of set questions by the committee, and 3) 20-25 minutes of open questions and answer.

There are several reasons Kimley-Horn (KHA) was selected for this project. The reasons are outlined below.

1. In their attached proposal, KHA prepared photographic simulations of the two major issues with this project, those being the crossing at CSX Railroad and the crossing at Memorial Drive. These simulations provided significant visual representations of how KHA believes these issues can be addressed; no other firm included such simulations.
2. The team that KHA put together for this project is excellent, including transportation engineers, landscape architect, environmental scientists, structural engineers, and rail engineers. The most notable of these that separated them from other firms was their inclusion of STV, Inc. to lead coordination with CSXT. STV is currently leading the same coordination effort on the 10th Street Connector project as well as the CSXT Switching Yard relocation project. STV's inside knowledge of CSXT policies and procedures, as well as their demonstrated working relationships with CSXT, will be invaluable in minimizing project delays due to CSXT reviews. As you may recall, coordination with CSXT on the recently opened Regency Boulevard project was a challenge and did in fact cause project delays.
3. The project schedule included in KHA's proposal was significantly more detailed, showing extensive knowledge of the process utilized on projects involving NCDOT and FHWA.
4. KHA's presentation in the interview was unequalled by any other firm as noted below:
 - a. The aerial map prepared for the presentation was very high quality and noted all significant issues. This map showed a potential alignment along the corridor as well as a couple of potential alternatives in problematic areas. The alignment shown by KHA most closely matched the alignment prepared by staff when estimating the potential costs of the project for budget planning purposes.
 - b. KHA was the only firm to discuss the potential impact of GUC's Westside Interceptor Project, which opened bids in January 2012. They obtained plans for the project and presented/discussed them during the interview. Even City staff was unaware of this project.
 - c. Again, with regard to the two major issues – the crossings at CSX Railroad and Memorial Drive, their photo simulations were excellent visual representations of what can be anticipated at these two locations. Simulations such as these are vital to relating potential alternatives to the public and, while not required at the proposal interview stage, shows KHA's willingness to go above and beyond to be selected for this project.

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- d. When discussing the CSX Railroad crossing, Donald Arant of STV, Inc. presented some of the issues with achieving CSXT approval and how their relationships with CSXT will better facilitate that process. Mr. Arant also brought photos of potential requirements for covering the walkway near the railroad to protect greenway users from the potential for falling ballast stone. KHA was the only firm interviewed that noted this requirement by CSXT.
- e. KHA noted, in detail, the various pipe/stream crossings (both live and dry) along the project corridor and how to address each location.
- f. KHA discussed areas for potential lookouts/spurs.
- g. KHA noted the presence of significant cypress trees along the project corridor and that a tree survey may be desirable to incorporate these trees into the trail design from a landscape architectural perspective.
- h. KHA provided contact information for Mr. Matt Ames, project manager for Gilbane Building Company, who is constructing the VA Clinic on Moye Boulevard. The proposed greenway ends there. KHA discussed the project with Mr. Ames while onsite.

As you may be aware, this project was not advertised with a requirement that the selected firm be local to Greenville. As noted above, this is a federally funded project and we must follow the strict rules set forth by NCDOT for a project of this type. As part of this process we submitted the recommended firm as well as the negotiated scope and fee to NCDOT. After performing an exhaustive review of the proposed fee they have indicated their concurrence.

City staff has submitted an agenda item for Council to award a design contract to KHA at the August 6th meeting. Should you need a copy of any or all proposals for comparison purposes, please let me know.

cc: Lisa Kirby, PE, Senior Engineer
James Lynn Raynor, PE, Civil Engineer II