



Agenda

Greenville City Council

September 8, 2014
6:00 PM
City Council Chambers
200 West Fifth Street

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I. Call Meeting To Order

II. Invocation - Council Member Smiley

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 the August 11 and August 14, 2014 City Council meetings
2. Ordinance amending the Downtown Limited Time Zone Parking Permit Program
3. Consideration of the purchase of real property for utilization at Greenville Utilities Commission's Compressed Natural Gas Fueling Facility
4. Contract with The East Group, P.A. for on-call architectural/engineering services

5. Amendment #1 for Greens Mill Run Watershed Master Plan Contract with Hazen & Sawyer and Memorandum of Agreement with East Carolina University
6. Contract to purchase 6,588 recycling roll-out carts
7. Report on bids and contracts awarded
8. Various tax refunds greater than \$100
9. Budget ordinance amendment #2 to the 2014-2015 City of Greenville budget (Ordinance #14-036)

VII. New Business

10. Presentations by Boards and Commissions
 - a. Firefighters Relief Fund Committee
 - b. Public Transportation and Parking Commission
11. Presentation by the Mid-East Commission
12. Presentation on the Dickinson Avenue Market and Planning Study
13. Renewal of Uptown Greenville Contract for Services
14. Alcohol Policy for City Parks and Recreation Facilities
15. Ordinance Amending City Code Provisions Relating to Consumption of Alcoholic Beverages in Public and Ordinance Amending the Manual of Fees Establishing an Application Fee for Sale and Consumption at Recreation and Parks Facilities
16. 2015 City Council Meetings Schedule

VIII. Review of September 11, 2014, City Council Agenda

IX. Comments from Mayor and City Council

X. City Manager's Report

17. Update on the City's new website

XI. Adjournment



City of Greenville, North Carolina

Meeting Date: 9/8/2014
Time: 6:00 PM

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- Title of Item:** Minutes from the August 11 and August 14, 2014 City Council meetings
- Explanation:** Proposed minutes from City Council meetings held on August 11 and August 14, 2014 are presented for review and approval.
- Fiscal Note:** There is no direct cost to the City.
- Recommendation:** Review and approve minutes from City Council meetings held on August 11 and August 14, 2014.
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PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, AUGUST 11, 2014



The Greenville City Council met in a regular meeting on the above date at 6:00 p.m. in the 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.

Those Present:

Mayor Allen M. Thomas; Mayor Pro-Tem Calvin R. Mercer; Council Member Kandie D. Smith; Council Member Rose H. Glover; Council Member Marion Blackburn; and Council Member Richard Croskery

Those Absent: Council Member Rick Smiley

Also Present:

Barbara Lipscomb, City Manager; David A. Holec, City Attorney; Carol L. Barwick, City Clerk; and Polly Jones, Deputy City Clerk

APPROVAL OF THE AGENDA

City Manager Barbara Lipscomb informed the City Council of one change to the agenda, stating that the Historic Preservation Commission has requested the rescheduling of their presentation to November 10, 2014.

Motion was made by Council Member Croskery and seconded by Council Member Blackburn to approve the agenda with the requested change. Motion carried unanimously.

PUBLIC COMMENT PERIOD

Terry Boardman – 213 King George Road

Mr. Boardman expressed his opinion about the City of Greenville's Vehicle Replacement Fund. He stated that after Greenville's recent increase in property taxes and the realization that the City's Vehicle Replacement Fund had over \$7 million in spendable cash separate from the General Fund, he did some research on the worth of Vehicle Replacement Funds. After his extensive review of literature and speaking to many experts, it is his opinion that the use of a Vehicle Replacement Fund is an extremely poor business decision for Greenville, specifically when using taxpayers' funds to pay into a Vehicle Replacement Fund as Greenville does. He suggested that the City of Greenville Vehicle Replacement Fund



should be totally dissolved into the General Fund and the monies should be available for other needs.

Mr. Boardman stated that his research started with the review of the number of North Carolina cities that are comparable in size to Greenville. Of the 10 largest cities in North Carolina, he found that six of the cities have no such fund. One of the cities has a fund, but nets it to zero annually. Three of the cities have a fund for capital purchases, but these funds are financed almost entirely with borrowing, and not with taxpayers' funds. The main reason noted for why these replacement funds are not used by many of the larger North Carolina cities is that a Vehicle Replacement Fund improperly assesses significant rental charges on current taxpayers for projected vehicular purchases out to 10-20 years. Why are current taxpayers double taxed on the purchase and then on the rent of the vehicles? Greenville has 555 vehicles, and most of them were purchased out of the General Fund with taxpayers' money. The replacement calculations done by Greenville's accountants resulted in a total annual rental charge of \$1 million to the current taxpayers for future vehicle replacements in the Vehicle Replacement Fund. That is over \$1 million not available for other present City of Greenville needs.

Mr. Boardman stated that compounding the poorly managed Vehicle Replacement Fund is the dismal condition of many of Greenville's streets. As noted by Greenville's management recently, previous mismanagement of the streets system has resulted in a significant amount of required repaving due to neglect. A bond issue proposed will only make a slight dent in this repaving process. It is time for the City Council to do something for the greater good of all citizens of Greenville – fix the roads. It is appropriate for the City Council to use the many millions of dollars buried in useless funds like the Vehicle Replacement Fund and reorient the priorities from the City Council's political wants to all of the citizens' significant needs.

Michele Simko – 1910 Buxton Road

Ms. Simko expressed her concern about the need for affordable transportation from and to Pitt County and the medical institutions in Durham and Chapel Hill for senior or disabled citizens, who are residents of Pitt County. She stated that Medicare no longer provides transportation for senior citizens' medical visits. Transportation costs to Durham and Chapel Hill are \$160-\$300. Car rental and gas costs are approximately \$75. The transportation service provided through the Pitt Area Transit System (PATs) is no longer available. She is concerned about what will happen to the people having no transportation to their regular medical appointments and to those who are unable to independently travel out of Pitt County for medical appointments. No institution can provide all services for all people at all times. Hopefully, the City Council will consider or assist with providing the transportation needs of this growing county. Ms. Simko asked that the City Council consider her comments when making plans for the downtown transportation center.

Kenneth Battle – New Covenant Church, 1212 North Greene Street

Pastor Kenneth Battle expressed his concern that the proposed alcohol policy for the City's public parks may create some other challenges for the City. Parks are family-oriented, and



he thought that citizens would be attending tonight's meeting to voice their excitement or concerns about this ordinance. His family visits the parks often for concerts and other events. He is asking that the City Council wait to hear comments from the general public before considering this alcohol policy for the City's parks and recreation facilities. While alcohol drinking is permissible downtown during special events, he feels that drinking should not be allowed into the midst of public parks.

DISCUSSION OF NOISE PERMIT FOR GOSPEL CONCERT

Due to health reasons requiring her to leave the meeting early, Council Member Glover requested that the discussion of this item be moved up on the agenda.

Motion was made by Council Member Smith and seconded by Council Member Blackburn to move the discussion of the noise permit for a gospel concert before the Consent Agenda. Motion carried unanimously.

Council Member Glover explained that she requested that the discussion of a noise permit for the Voices In the Park gospel concert be placed on the agenda because she received a telephone call from Bishop Blake Phillips of English Chapel Free Will Baptist Church (English Chapel). Bishop Phillips informed her that English Chapel will be presenting the concert this year and would be able to use the Guy Smith Stadium for only four hours for amplified sound instead of their request for using it for 10 hours. She has been a resident on South Village Drive since 1976 and this concert has always been presented by Joy 1340 WOOW and the late William Clark. Residents have no problem with the concert being held in their community because it is one of good gospel singing and music performed by different groups on Labor Day rather than a concert where fighting or alcohol drinking might occur. Food and other vendors will be present at the gospel concert as well.

City Attorney Dave Holec stated that one of the requirements for concerts using amplified sound is that they receive an amplified sound permit from the Police Department. In addition, there are certain requirements to be met as a condition of that permit being issued. One of the provisions is that the duration of the amplified sound is not to exceed four hours. That applies throughout the City whenever an amplified sound permit is required to be received. In order to exempt a specific concert from that particular ordinance provision, the City Council would need to modify the City's ordinance. If this is something that the City Council wants to proceed with, a possibility would be to place within the ordinance a provision that an event could have a longer period of time for the use of amplified sound, if the event is held at the Guy Smith Stadium or Town Common or to restrict it to Guy Smith Stadium during the summer months between Memorial Day and Labor Day. This would require an ordinance amendment. If the City Council wants to consider this, the City Council's action this evening would be to direct the City Attorney to draft that ordinance amendment for the City Council's consideration at the Thursday night meeting and that it be added to the agenda.



Council Member Blackburn stated that her remembrance is there was not a problem with the concert being held in the City in the past, and she is wondering why the amplified sound permit is an issue now when neither the policy nor the concert is new.

Council Member Glover explained that personnel at the Recreation and Parks Department informed Bishop Phillips that the concert would be restricted to four hours according to the City's ordinance. Normally, the concert starts at noon on Labor Day, and the inability to obtain the permit to use the amplified sound for 10 hours prompted this request. This concert has been held for 40 years without the amplified sound permit restriction of four hours, which came up this year. In the memory of Mr. Clark, she would definitely not want the City to be responsible for discontinuing or not allowing this concert to be held in the City.

Council Member Blackburn stated that this is a well-received event in the City. If the policy is not right, the City should true up the policy because those who are presenting the concert should not have to experience a problem with their request again. Her only concern is that if 10 hours of amplified music is allowed under any policy revision that may cover gospel, it may also cover other types of music.

Council Member Smith stated that the concert has been in existence for 40 years and the same request was passed in 2013. The residents in the community are the citizens who are or could be affected by the amplified sound and no complaints have been received from them. So, it is strange to hear that in 2014, which is the 41st year of the concert, there is an issue and staff has decided to follow the policy for an amplified sound permit.

Council Member Smith asked whether the City received any complaints this year about the event and why and who suggested that the policy need to be changed. Director of Recreation and Parks Gary Fenton stated that in this particular situation, he did some research and contacted the Police Department. He was informed that this procedure has been in place for five years when personnel of the Police Department were assigned to handle amplified sound permits. He is assuming that the sponsors of the event did not obtain an amplified sound permit in the past. Occasionally, the Recreation and Parks Department deals with those requests, but a lot of times an organization obtains their own amplified sound permit because of the requirement for amplified sound for an event. The gospel concert request this year jumped through that hoop correctly and staff informed the sponsors that if they have an amplified sound permit, it is restricted to four hours, and that is currently stated in the City's ordinance.

Council Member Smith stated that the Recreation and Parks Department handles the requests for the usage of the Guy Smith Stadium. For the past four to six years, staff at this department would have asked on each occasion whether the gospel concert sponsors' request entailed anything about amplified sound.

Director of Recreation and Parks Fenton stated that if the City neglected to issue the amplified sound permit in the past, it is not recommended that staff should continue to



neglect the issuance of an amplified sound permit. He can understand the confusion, if that is the case, and he will do research on that.

Mayor Thomas stated that the City should be solutions-oriented, and this is a wonderful historical event that has been held for 40 years.

Motion was made by Council Member Croskery and seconded by Mayor Pro-Tem Mercer to direct the City Attorney to draft an ordinance amendment for consideration by the City Council on August 14, 2014. Motion carried unanimously.

Motion was made by Council Member Smith and seconded by Council Member Croskery to excuse Council Member Glover from the remainder of the meeting due to health reasons. Motion carried unanimously, and Council Member Glover departed at 6:25 p.m.

CONSENT AGENDA

City Manager Barbara Lipscomb introduced the following items on the Consent Agenda:

- Minutes from the City Council Planning Retreat held on January 24-25, 2014, regular City Council meetings held on March 17, March 20, April 7, May 5, May 8, May 19, June 9, and June 12, 2014, and a Joint City Council/Greenville Utilities Commission meeting held on April 21, 2014
- Disclosure of conflict of interest related to a family member living in a home located at 2708 Webb Street and an exception request to HUD's Conflict of Interest Rule
- Approval of access easements on the Greenville Utilities Commission Wastewater Treatment Plant Property to Piedmont Natural Gas
- Resolution approving the First Amendment to a Licensing Agreement between Greenville Utilities Commission and Cellco Partnership, d.b.a. Verizon Wireless (Resolution No. 047-14)
- Reimbursement resolution for Greenville Utilities Commission Capital Projects (Resolution No. 048-14)
- Agreement with Pitt County and the Pitt-Greenville Airport Authority relating to construction of an airplane hangar (Removed from the Consent Agenda for Separate Discussion)
- Municipal Agreement with the North Carolina Department of Transportation for construction of pedestrian improvements



- Acceptance of North Carolina Department of Commerce Rural Division Grant
- Purchase order request for one Jet/Vacuum Sewer Cleaner Truck to be assigned to the Public Works Department/Streets Division
- Purchase order request for sixteen Ford Interceptors to be assigned to the Police Department (Removed from the Consent Agenda for Separate Discussion)
- Reports on bids and contracts awarded
- Various tax refunds greater than \$100
- Budget Ordinance Amendment #1 to the 2014-2015 City of Greenville budget and an ordinance establishing the Street Improvement Capital Project Fund (Removed from the Consent Agenda for Separate Discussion)

Council Member Smith requested that three items be pulled from the Consent Agenda, including the agreement with Pitt County and the Pitt-Greenville Airport Authority relating to construction of an airplane hangar, consideration of a purchase order request for 16 Ford Interceptors to be assigned to the Police Department, and consideration of Budget Ordinance Amendment #1 to the 2014-2015 City of Greenville budget and an ordinance establishing the Street Improvement Capital Project Fund, for separate discussion.

Motion was made by Council Member Blackburn and seconded by Council Member Croskery to pull the three items from the Consent Agenda for separate discussion, and to approve all of the remaining items on the Consent Agenda. Motion carried unanimously.

CONSENT AGENDA ITEMS FOR SEPARATE DISCUSSION

AGREEMENT WITH PITT COUNTY AND THE PITT-GREENVILLE AIRPORT AUTHORITY RELATING TO CONSTRUCTION OF AN AIRPLANE HANGAR

Council Member Smith requested that a presentation be given to the City Council relating to the construction of an airplane hangar at the Airport.

Chairperson John Banks of the Pitt-Greenville Airport Authority stated that there is opportunity at the Airport to have an aircraft to come in at a tax value of \$37 million. The combined City and County ad valorem property taxes would be \$451,400 per year on this one particular aircraft. The hangar that they would like to build is 18,000 square feet and it has the capacity for three corporate jets. One slot is based for the Falcon aircraft, which has a value of \$37 million, and two slots are available for transit or additional aircraft. The area of construction is by Highway 11 North where the Army Reserve Center was located, which was torn down, and this area has been opened for development for a couple of years. The



Airport staff has been advertising that area. They have had opportunities to come and were passed up, and the Airport would like to build this project on that piece of property. Chairperson Banks stated that the attorneys for the City and County have presented an agreement that both the City and County will benefit from over a six-year period. The Airport will receive 80 percent of the ad valorem taxes from the aircraft and the City will retain 20 percent over that period until the capital reserve fund in the Airport is replenished. The economic impact of the Airport is \$90 million annually.

Chairperson Banks stated that the amount of property tax that the City and County would be receiving from this aircraft is equal to over 208 houses. \$20 million of potential property taxes were missed in the last 12 months because the Airport did not have anywhere for three or four aircraft to go. Outside of this aircraft, there are probably four or five more aircraft waiting in the wings literally to come to Greenville, but they have nowhere to go. The hangar could be a base for more corporate aircraft and potentially some jobs will come out of it, but the hangar is a big influx of tax revenue and the risk value is very low for the Airport at this point in time.

Mayor Thomas stated that because the demand has been high, there have been a number of expensive aircraft which have moved over to the Pitt-Greenville Airport in the past year and a half.

Chairperson Banks stated that the Airport has had 20 generalization aircraft in the last two and half years and several corporate jet aircraft to come to Greenville. So, the Airport's tax revenues are increasing slowly, but this one aircraft would be 20 times more taxes than the 20 aircraft that are based there.

Council Member Smith asked how large is the aircraft going to be and will it be larger than what is already accepted into the Airport. Chairperson Banks responded it is very comparable with the current based aircraft at the Airport. This new aircraft will be much quieter. The new jet engines on the aircraft coming in now have much more efficient fuel economy and less pollution and noise.

Council Member Smith asked how long will it take to build this hangar and is the aircraft owner willing to wait for the hangar to be built. Chairperson Banks responded yes, if good weather continues for the next 5-6 months, the pre-engineering and engineering will be done. The problem is not building the hangar quickly, but it is getting the engineering and the environmental permits and everything needed to build a hangar that size. The biggest holdback is there are special huge doors that have to be built for the hangar, which prolongs the construction. The size of this hangar could house three jets, and staff is looking at the design to make sure that the Falcon and other aircraft will fit. The base of \$37 million is just the beginning. Whatever other aircraft that could fit in the hangar would be more money on top of that value wise.

Council Member Croskery asked is there any assurance of the aircraft staying at the Airport long enough to consummate the deal for the City and replenish the capital. Chairperson



Banks responded that the Authority and staff are looking at a five-year lease with this particular company. Any corporate aircraft of that size does not move quickly and cannot be housed very near the Airport.

Council Member Croskery asked whether it would be in the sixth year that the City would recoup the revenue. Chairperson Banks responded that based on calculations from the City and County staff that is correct.

Executive Director Jerry Vickers of the Airport stated that essentially the Airport is taking all of the risk.

Council Member Smith asked would the agreement relating to the construction of the hangar affect the possibility of the Airport trying to recruit another airline. Chairperson Banks responded that the discussion of adding another airline is on their agenda at every meeting of the Authority. Outside consulting firms are assisting them and the Authority and staff are looking for a grant to add to the pot and entice an airline to come to Greenville. Adding another airline has always been a discussion since his service on the Authority for 2.5 years.

Executive Director Vickers stated that the Airport staff is working on that constantly and diligently.

Mayor Pro-Tem Mercer stated that this is a good move for the City and it will ultimately bring income through the tax base. Incentives are necessary and important in certain cases.

Council Member Blackburn asked whether the hangar will be privately built. Chairperson Banks responded that the hangar will not be privately built. The Airport's reserve funds will be used and the hangar will be owned by the Airport.

Council Member Blackburn asked how many planes are expected to be housed at the hangar. Executive Director Vickers responded a minimum of three aircraft in this particular hangar.

Mayor Thomas stated that at least with other planes that could be \$40-\$50 million in tax base.

Chairperson Banks stated that there is a lot of interest in this outside this region and State, and the agreement is a very good thing for the Airport.

Motion was made by Council Member Smith and seconded by Council Member Croskery to approve the agreement with Pitt County and the Airport Authority for the construction of an airplane hangar. Motion carried unanimously.



PURCHASE ORDER REQUEST FOR SIXTEEN FORD INTERCEPTORS TO BE ASSIGNED TO THE POLICE DEPARTMENT

Council Member Smith asked whether monies from the Vehicle Replacement Fund are being used to cover this purchase order request for the Police Department.

Public Works Director Kevin Mulligan responded that approximately \$456,150 will be spent on these 16 vehicles from the Vehicle Replacement Fund.

Council Member Smith asked if Chief of Police Hassan Aden is recommending that these vehicles are needed rather than the City just buying them because the City has \$7 million in the Vehicle Replacement Fund.

Public Works Director Mulligan stated that 16 vehicles are not being added to the fleet, but they are replacing 16 existing aged-out vehicles. A police vehicle's life span is typically 5 years. With the City's improved preventive maintenance, some of these have lasted longer, but between 5-8 years, staff is looking to replace 16 existing vehicles.

Council Member Smith asked if 16 is the average number of police vehicles replaced at one time or if that average varies. Public Works Director Mulligan responded that the number varies. There are 200 plus vehicles in the Police Department and if each of them lasts between 5-8 years, then staff is looking at 40 vehicles per year. Some of the Police Department's vehicles are tactical units which will last 10-12 years or longer, so the average is about 16-20 vehicles annually.

Mayor Pro-Tem Mercer stated that he is pleased that the City does not have to scramble for \$.5 million to protect citizens with the vehicles that are needed. This is a good argument for the Vehicle Replacement Fund that is in place. The City Council may have a philosophical discussion about this fund at some point, but tonight he is pleased that the City Council will be able to approve this request without scrambling around like they often have to do to fill holes in the City's budget and to find money to do what is needed in this City.

Council Member Croskery stated that he had the opportunity on the night of the National Night Out to spend the evening riding around with Deputy Chief Ted Sauls in one of the department's Interceptors. They discussed the Vehicle Replacement Fund and Deputy Chief Sauls mentioned this purchase order. He told him specifically that this actually is a low year and that usually quite a few more vehicles are needed. It very well could be in an average year that the City Council would be looking at spending \$600,000-\$800,000. It is good to have the Vehicle Replacement Fund in place. He has had several discussions over the last few months volunteered to him by employees in other departments, particularly the Public Works Department and Fire/Rescue Department, in support of this fund and how well it works for the City's needs and how much of a difference it has made.



Motion was made by Council Member Smith and seconded by Council Member Blackburn to approve the purchase order request for sixteen Ford Interceptors from the 2015 Model Year Law Enforcement Vehicle (070B) State Purchase Contract. Motion carried unanimously.

BUDGET ORDINANCE AMENDMENT #1 TO THE 2014-2015 CITY OF GREENVILLE BUDGET AND AN ORDINANCE ESTABLISHING THE STREET IMPROVEMENT CAPITAL PROJECT FUND (Ordinance Nos. 14-043 and 14-044)

Council Member Smith asked that staff explain the Street Improvement Capital Project Fund in further detail.

Director of Financial Services Bernita Demery stated that the City's previous Street Improvement Fund was dissolved because there were some projects completed last year. Staff is establishing a new one based on the \$4 million of last year's fund balance that was set aside. The City spent some of that money, and the remainder rolled into fund balance for 2015. The proposed ordinance captures that by establishing a Capital Project Fund for street improvements in the amount of \$2.6 million.

Council Member Smith asked if this is the same fund used for road repaving, and if not having that fund signals that the City is not paving any roads. Director of Financial Services Demery responded that the City typically pays for repaving out of the Powell Bill Fund. For multi-year contracts, staff would set up a separate Capital Project Fund to complete those projects.

Mayor Thomas stated that for five or six years, the City's true asset needs for resurfacing roads was \$1+ million, then perhaps \$2 million. The City was spending approximately \$300,000-\$400,000 per year to resurface roads.

Council Member Blackburn asked if this is the money that was appropriated out of what was left over in the General Fund and the money was not spent. Director of Financial Services Demery responded that is correct.

Council Member Blackburn stated that for the public's understanding, the City Council appropriated \$4 million and there have been questions about where that money is and if it is being spent. What is being done tonight is that the money is being moved, the study is in hand, and \$1.4 million has already been used for road repair.

City Manager Lipscomb stated that further in the agenda, Public Works Director Kevin Mulligan will make comments about the pavement study as well as the monies in the funds. Some of the \$4 million came from the General Fund and the other money came from Powell Bill Fund.

Mayor Thomas asked for clarification on the \$4 million that was set aside and designated and focused for resurfacing.



City Manager Lipscomb stated that the \$4 million is actually for doing the paving. Staff worked with the Greenville Urban Area Metropolitan Planning Organization (MPO), which funded the bulk of the diagnostic study and the City shared the equipment truck that rode around with other communities (Ayden, Grifton, etc.). The City's share of that was at a minimum.

Director of Financial Services Demery stated that with this proposed amendment, staff is asking the City Council to appropriate an additional \$2.6 million in the General Fund and to establish the Capital Project Fund for street improvements.

Council Member Smith stated that the City continuously has needs and dealing with this infrastructure is one of the most important needs and one of the reasons why taxes were raised.

Council Member Smith asked if the City Council approves this amendment and staff opens this fund, would the fund remain open continuously or will it be closed and reopened. Also, would the City keep it open and all funds that are embedded would be under a separate line item so that it is known how much is available for repaving the roads. Director of Financial Services Demery stated that staff is setting up a new accounting system and with that the City will have a separate Capital Improvement Fund that will continue forever. Everything will close with the new system next July 1, but this certainly will continue in the new system under a new name.

Motion was made by Council Member Smith and seconded by Council Member Blackburn to approve Budget Ordinance Amendment #1 to the 2014-2015 City of Greenville budget (Ordinance #14-036) and the ordinance establishing the Street Improvement Capital Project Fund. Motion carried unanimously.

NEW BUSINESS

PRESENTATIONS BY BOARDS AND COMMISSIONS

Historic Preservation Commission

This presentation was withdrawn from the agenda and rescheduled to November 10, 2014.

Recreation and Parks Commission

Vice-Chairperson Garrett Taylor of the Recreation and Parks Commission (Commission) gave the goal of the Recreation and Parks Department (Department) and some of the ways that Commission members, staff and volunteers have worked together to reach that goal. He stated that the goal of the Commission is simple: To have a positive impact on Greenville's health, economy, environment, and image. 2014 was the 41st season of Sunday in the Park but the first season that Stuart Aronson was not managing this concert series, having given that up last year. Sports Connection Manager and Musician Ron Harris has



worked to fill Mr. Aronson's shoes. The response to this year's program has been quite good, despite an occasional complaint regarding a few groups that had "traditionally" been part of the series - not being on the program this year. There is a challenge of trying to please everybody. The Commission and staff are grateful for this year's Sunday in the Park sponsors who provided financial or media support including News Channel 12, Fox Eastern Carolina News, Pitt County Arts Council, Greenville Times, East Carolina Veterinary Service, Physicians East, WNCT 107.9 and 1070 WNCT.

For the fourth time in four years, Greenville was selected to host the Southeast U. S. Little League Tournament of State Champions, with the state champs from Alabama, Florida, Georgia, North Carolina, South Carolina, Tennessee, Virginia and West Virginia being in the City to compete. This year we were awarded two age divisions, which meant that 16 teams came to Greenville, doubling the tournament's economic impact. Each team was accompanied by 12 to 14 families, and each stayed here for 3-5 days, so this event created a significant number of "heads in beds". Congratulations again to the Greenville Little Leagues for their work in securing and managing these prestigious tournaments. Stallings Stadium and the Tournament of State Champions is an example of how excellent facilities and good operations attract high-quality events, bringing visitors and their money to our town and introducing Greenville to many people who have not visited previously.

Vice-Chairperson Taylor gave a summary of the progress made at the City's parks and recreational facilities, stating that as of August 1st, the Drew Steele Center has been operating for two years. The community's response to the renovation of the Elm Street Gym continues to be very positive. The Center has become a great place for drop-in use, department programs, special events, and private rentals, and even served as an indoor site for the opening ceremonies of the Tournament of State Champions on August 1st, when bad weather forced the event indoors. During its second year of operation, attendance at the Center exceeded 20,000, which does not include attendance from 108 private rentals during that period.

The Dream Park and its sprayground, Splashpoint, continue to be a popular recreational venue. Response to this great improvement has been extremely positive, and Splashpoint visitors to date this year have totaled more than 5,400. In addition, there have been 31 private rentals, and many of our departmental camps visit the facility during non-public hours. The Dream Park has continued to serve as a garden site for the West Greenville Community Garden Network and has produced a significant amount of complimentary produce for the neighborhood. Two new pieces of public art were installed in the Dream Park this year.

River Park North's staff continues to improve the quality of the park as well as the quality of their programming, and these improvements have been well received. Many programs focus on family participation, and Mud Day at River Park North has become a tradition, with the third annual Mud Day scheduled for 2:00 p.m. on Saturday, September 20th.

It has been almost a year since the celebration of the many improvements at the Eppes Recreation Center. The change has been dramatic and gratifying, and the Commission and



Department are still hopeful that such an extreme makeover can take place at the South Greenville Recreation Center in the not-too-distant future, hopefully with the involvement of the Pitt County Schools, since they use the facility extensively during the school year.

Vice-Chairperson Taylor provided information regarding the initiatives and efforts of the Department as well as the variety of programs, events and services offered through the Department. He stated that the youth and adult sports of all kinds have continued to flourish, and it is doubtful that any particular sport did not see an increase in participation over last year. Baseball, softball, pickleball, basketball, soccer, tennis, kickball, and running have all been offered to varying degrees. The Department's youth swim team, the Yellow Fins, started out with only 15 swimmers five years ago, had over 100 participants this year, and placed second in the 8-team Greenville Area Summer Swim League.

A variety of summer camps were offered this year, and very few sessions did not reach full capacity. Thanks to a \$15,000 grant from East Carolina Behavioral Health and obtained through the Easter Seals Society, all of the City camps were eligible for inclusion support that allowed for youth with special needs to enter the program through the assistance of an inclusion counsellor. This is the third year that the City has received this support, and it has opened the door to participation to youth with disabilities, in all of our camps, rather than just a select few specifically designed for those with special needs. It is truly gratifying for the children to have access to all of the camp programs. This year the Greenfield Terrace Day Camp included a Children's Garden funded through a \$2,000 Healthy Eating Grant provided by Blue Cross/Blue Shield. The kids planted, raised, harvested, cooked and ate their crops.

Part-time Marketing and Business Manager John Lee started his employment at the Bradford Creek Public Golf Course in late fall 2013, and he has been addressing marketing and partnership issues, which staff have been unable to address previously. The Commission and Department are still working on developing a First Tee program at the course as part of their continuing efforts to bring quality public golf to the Greenville community, especially to youngsters and families that otherwise might not have the opportunity to enjoy the game.

The Department continued to support or directly sponsor various special events; among them are Pirate Fest, the Doggie Pool Party, Greenville Gives, the Black History Quiz Bowl, the Special Olympics Spring Games, National Night Out, a large number of swim meets and athletic tournaments, and the Splash and Dash Triathlon, which this year attracted 130 young participants. A series of plays and programs have been provided at the Magnolia Arts Center. Staff recently met with the Center's representatives to discuss programming partnerships for the spring.

Various grants were received this past year, including a \$2,500 grant from the Carolina Panthers for the Exceptional Community Football League, a \$2,000 gardening grant previously mentioned, and a generous grant from the First Christian Church for an Instructional Music Program at the Eppes Recreation Center. In addition, the Cal Ripken, Sr. Foundation again provided grants to the Exceptional Community Baseball League and



Jackie Robinson Baseball League, and several Jackie Robinson participants again earned the right to attend the Ripken Baseball Camp in Aberdeen, Maryland.

The Department continued its efforts in the *Let's Move – Cities and Counties* program, an initiative dedicated to solving the challenge of childhood obesity, particularly as our work relates to increasing opportunities for physical activity. The Commission and Department recently received recognition for their efforts, which, of course, will continue.

The Tar River Legacy Plan has been spearheaded by the Department, with Parks Planner Lamarco Morrison managing this effort. The Commission and staff consider the Tar River to be a special resource in Greenville, and are pleased to be part of an envisioning process to consider what it could mean, perhaps even what it should mean, to the people of Greenville - economically, environmentally, and recreationally. The City Council will receive the final report in the near future.

Vice-Chairperson Taylor stated that the Commission is concerned about the growing capital needs of the City's aging parks system, and the members are extremely pleased about the development of the Facilities Improvement Plan (F.I.P). Even new facilities will someday need repairs and renovations, and the F.I.P. will help the Commission and the Department to systematically address deterioration as it occurs, rather than having to wait until the situation becomes a crisis. The F.I.P. will make a huge difference for the citizens and the Department's staff, and we thank the City Council for supporting the development of this important program. Also, the Commission is excited about the possibility of including park improvements in a future bond referendum, and the City Council's efforts to look into this method of addressing these larger capital needs is appreciated.

Vice-Chairperson Taylor thanked the City Council, City Manager, Assistant City Manager, Recreation and Parks Department Director and other City departments, East Carolina University, the Chamber of Commerce, Convention and Visitors Bureau and all the sponsors and partners, donors and volunteers for their support.

PRESENTATION ON THE TOWN CREEK CULVERT DRAINAGE STUDY

Public Works Director Kevin Mulligan stated that for a good part of this year, staff has been working diligently on evaluating the Town Creek Culvert (Culvert), which is the City's major stormwater thoroughfare through the uptown region. Last year, the City awarded a contract to W. K. Dickson & Co., Inc. (W. K. Dickson) to provide the City with a detailed existing conditions analysis of the Town Creek Culvert system and to investigate and identify those sections of the system that do not meet the current City design standards. The firm has been trying to model what is going on now and in the future. A lot of this is being done because the 10th Street Connector is coming aboard bringing 40 more acres of drainage area into the Town Creek Culvert area.

Mr. David Kiker of W. K. Dickson & Co., Inc. provided the City Council with a presentation on the Town Creek Culvert Drainage Study.



Mr. Kiker explained the engineering that went into the Town Creek Culvert Project, with the goal being to mitigate flooding in uptown Greenville. Mr. Kiker stated that their partners, Rivers and Associates, performed the above ground survey while Kimley-Horn and Associates prepared our structural assessment of the existing culvert.

Mr. Kiker stated that the existing drainage area is 255 acres at the Tar River outfall. Currently, 10th Street drains to that area and flood depths reach about three feet. City staff came up with the concept that if W. K. Dickson could divert that flow into Town Creek Culvert, it would eliminate the need for a second expensive capital improvement project that would run down a railroad corridor for several thousand feet. W. K. Dickson is anticipating millions of dollars being saved by the concept of bringing that water into Town Creek Culvert.

The Culvert begins near the intersection of West 9th Street and Ficklen Street and continues approximately 3,200 linear feet to its outlet downstream of East Third Street. It terminates near the UNX Chemical Building. The Culvert ranges from 4'x4' (height x width) from the upstream limits to 6.5'x5' in size in the middle and lower sections of the system. The Culvert is typically arched brick and arched concrete with a few short sections of rectangular concrete.

Mr. Kiker provided a photo of some of the structural problems that were found with the Culvert including cracking, spalling and exposed steel. He stated that the majority of the Culvert was constructed in the mid-1930s and it is about 80 years old in terms of the life cycle of concrete, brick and mortar. The structural assessment shows that 50 percent of the system is in fair condition while 50 percent is in poor condition. Rehabbing the Culvert is not an option, and the unit cost to repair that system is approximately \$1,000-\$1,400 a linear foot. That is the cost to install new twin 84-inch pipes.

The models that W. K. Dickson put together to simulate the rainfall runoff process and the hydraulic capacity (how much water is going through the Culvert and how high the water gets) of the Culvert showed that the existing system is passing about a one-year storm or 3 ½ inches of rain. That is severely undersized. The minimum expected for a system like this is a 10-year storm, over 5-6 inches of rain. In the Reade-Cotanche Bowl is where there is a low spot and all the water around it collects. The overlay and relief are provided at elevation 39.5 while the first floor elevation at Chico's is at 37.5-38. Jimmy John's is as low as 34, and during the first 18 months of Jimmy John's existence, flooding occurred in their first floor once. On two other occasions, it would have been flooding without the restaurant being sandbagged.

W. K. Dickson's design goals, at a minimum, provide a 10-year level of service and, if possible, a 25-year level of service. That means once every 10 or 25 years the roadway would start flooding and water would start coming out of the grates. The 10th Street Connector will increase the frequency and height of the flooding in the Reade-Cotanche Bowl. The City needed to have a project that reduces flood levels to pre-project conditions before that happens. All first floor elevations will not be flooded with the proposed system



that W. K. Dickson has in place. There were not any specific water quality requirements and impervious areas are not added as part of this project. They are pursuing a no interest loan from the State Revolving Fund, which wanted a green-friendly project.

Mr. Kiker stated that the water quality was an important part of this project. In total, there are 15 proposed stormwater treatment practices (BMPs) and the majority of those are located in the lower one-third of the project area between First and Third Streets. Highlighting those improvements is the opening up of the channel between Third and Fourth Street and currently it is closed and in a pipe and will not be opened. There are several other water treatment practices in the study such as Bioretention Areas and Regenerative Stormwater Conveyance Systems.

The City wanted to explore the idea of doing an uptown Water Quality Treatment Park in the First and Third Streets area. Also, there is possibility of setting the groundwork for a walking trail that connects to the East Carolina University and the Tar River. Educational signage describing the stormwater treatment practices would be available next to the water quality park and trail system.

Mr. Kiker stated that a few weeks ago, they did receive the no-interest loan from the State Revolving Fund for \$7.3 million, which will save the City well over \$2 million over the course of paying that loan back for the project.

Upon being asked about the one-year versus the 10-year, Mr. Kiker responded that the reason why it is flooded in the one-year storm, is the City has a very large drainage area of almost 255 acres trying to pass through a culvert that is severely undersized. The size of the opening is one of the main problems and also contributing to the problem is the lack of some surface inlets. This project incorporates another 5-10 inlets going into the Reade and Cotanche Streets area. The problem is mainly due to the size of the system.

Upon being asked if the proposal is to not increase the height of the system, but to increase the width of the system, Mr. Kiker responded that the system will be lowered, which will allow for a larger or higher culvert to go in.

Upon being asked if the brick, concrete or a percentage of both will be replaced, Mr. Kiker responded that the entire existing Culvert system will be replaced with a brand new system. Some of it will be lined with a smaller pipe and backfilled with concrete to provide structural integrity, but the new system to the side of that will be much bigger. He stated during his presentation that 50 percent of the Culvert is in poor condition and 50 percent is in fair condition, and 100 percent of that is coming out.

Upon being asked if this proposed system will address the flooding that often takes place on Fourteenth Street in the Charles Boulevard area, Public Works Director Mulligan stated that it will not because they are two different systems. Greens Mill Run ends up eventually going through Brook Valley and then out to the Tar River. This area is much more to the north than west.



Upon being asked if the proposed system will address the issue of the Town Creek and those underground storage tanks that continue to leak, Public Works Director Mulligan stated that staff will be doing some investigation into what is there. Staff is aware of where it was discovered and the Department of Environmental and Natural Resources has stated that the City does not have to continue the testing because it is below a certain threshold. If it is problematic, the City will be responsible for an oil slick, oil geyser, etc., if any.

Upon being asked whether by the diversion of this extra acreage, will that then decompress the system in West Greenville and help some flooding in that part of the City as well, Mr. Riker responded certainly it will in the Albemarle Avenue area, and that is why City staff came up with this concept.

Public Works Director Mulligan provided the City Council with information regarding the alternatives identified for evaluation due to the Alternative Analysis, which was completed to identify improvements that can be implemented to mitigate identified flooding and structural issues. He stated that Hurricane Irene was rated as a 20-year storm; therefore, this system is designed for a 25-year storm. Anytime there was a severe hurricane, there has been massive flooding such as in this area.

Staff looked at three major courses of a design technique including tunneling, open cut, and a combination of the two. Open cut is usually seen and is sort of the excavated area and in this case something like micro tunneling where there is a boring machine. Tunneling is expensive and there is very little interruption of traffic involved, but the cost is \$5-\$6 million more than open cut. Staff looked at some tunneling in front of the ECU Cafeteria and the cost would be approximately \$2+ million. If tunneling is done, it would be done quickly and there would be no utility impacts.

The preferred alternative is open cut, and the total project cost is \$10+ million. The reason for the \$7.3 million from the Clean Water State Revolving Fund is the BMP aspect of the project, and Greenville is the only community in the state that actually received a grant for stormwater. Also, the City has the ability to go back to ask for more grant money and the Clean Water Revolving Fund group has indicated that they would entertain an unspecified amount. Staff is looking to bring a design contract to the City Council in September 2014. There will be property acquisition, design, and easements involved and one-year duration for that. Construction will start immediately after the design is done and the project is expected to start the spring or summer of 2015 and it will be a two-year construction project.

This is a big project including twin 84-inch pipes lying next to each other, but they are still a couple of feet apart and a large opening would be in the street. The project will affect the area of Reade Circle on the side of the UNX Chemical Building on Washington Street going between the Thai Food Restaurant and the Federal Courthouse, then to Reade Circle crossing over Evans Street up to Reade Circle. Staff is cognizant that the City wants to keep as much road open as possible and both directions of traffic should not be shut down for



the entire project. The contractor will build from the Tar River up so the whole thing will not be opened all at once, but there will be a large section of Reade Circle that will be under construction.

Staff met with representatives of the Greenville Utilities Commission, East Carolina University and the City's Office of Economic Development to look at various ways to market the businesses while this road is opened. If possible, the City would like to build the East Carolina University Cafeteria section first between May and August. The City will tackle the project as fast as possible with as little impact. Two public meetings have been held and there will be more to receive public input and awareness.

ALCOHOL POLICY FOR CITY PARKS AND RECREATION FACILITIES

Council Member Blackburn stated she appreciates all the work that has gone into preparing for this discussion tonight, but before anyone begins a presentation, she said she wanted to acknowledge issues raised on this item by the public and by Uptown Greenville – a need to flesh out some things and have more information sharing. She moved to continue this item and the following item to September to provide opportunity for public input and to give the City Council a greater opportunity to study the proposed policy. Council Member Croskery seconded the motion.

Mayor Thomas voiced his agreement with the motion, stating that any time public policy decisions such as this are being made, it is always a good idea to give adequate time for the public input.

Council Member Smith agreed the delay was a good idea, but said she feels staff needs direction, otherwise, it is simply a delay to hear the same presentation. She asked if it was being opened up for more feedback from citizens.

Council Member Blackburn clarified that she is not suggesting there should be any change to the proposed policy. She acknowledged that Recreation and Parks Director Gary Fenton, along with other staff members and the Recreation and Parks Commission have devoted considerable time to drafting a well-thought-out policy. Her goal in making the motion to continue discussion to next month was to allow time for the public and anyone else with questions or concerns about the policy to have time to contact Mr. Fenton to address those issues prior to City Council's consideration of the policy for adoption.

Council Member Smith asked if any thoughts already shared to Council Members should be presented now so that Mr. Fenton would have that information.

Council Member Blackburn said it was not her intent that there be any changes to the policy. Her motion is to allow time for the public to get comfortable with the specifics of the policy and to address any questions they may have with Mr. Fenton. Her fear is that there is a perception that this policy is a blanket authority to drink or to have open carry in



parks, and that is not what this policy is about. It is to have structured, well-defined circumstances in which you can have alcohol in parks. Mayor Thomas suggested perhaps a public meeting could be held to provide the public an opportunity to ask questions and receive answers.

Council Member Smith pointed out that discussion between Mr. Fenton and members of the public may result in suggested revisions to the policy. She offered a friendly amendment to Council Member Blackburn's motion that a public meeting be held on this issue prior to its discussion in September.

Council Member Blackburn declined to accept the friendly amendment, stating the policy was presented thoroughly at Recreation and Parks. It has been out for weeks, if not months. She has no objections if staff wishes to hold a meeting, but that is not the intent of her motion.

Council Member Smith moved to amend the original motion to include directing staff to hold a public meeting on the proposed policy prior to its discussion by City Council in September. Council Member Croskery seconded the motion, which passed by unanimous vote.

Following general discussion, the City Council voted unanimously to approve the motion, as amended, to continue consideration of this item (Alcohol Policy for City Parks and Recreation Facilities) and the following item (Ordinance Amending City Code Provisions Relating to Consumption of Alcoholic Beverages in Public and Ordinance Amending the Manual of Fees Establishing an Application Fee for Sale and Consumption at Recreation and Parks Facilities) to September to provide opportunity for public input and to give the City Council a greater opportunity to study the proposed policy and for staff to hold a public meeting on the proposed policy prior to discussion by the City Council in September.

ORDINANCE AMENDING CITY CODE PROVISIONS RELATING TO CONSUMPTION OF ALCOHOLIC BEVERAGES IN PUBLIC AND ORDINANCE AMENDING THE MANUAL OF FEES ESTABLISHING AN APPLICATION FEE FOR SALE AND CONSUMPTION AT RECREATION AND PARKS FACILITIES

This item was continued to September 2014 with motion on the previous item.

UPDATE OF THE RIGHT-OF-WAY ASSET AND PAVEMENT CONDITION SURVEY

Public Works Director Kevin Mulligan introduced Mr. Craig Schorling of Transmap Engineering, PLLC (Transmap), the consultant that the MPO hired to not only look at the assets of the City's pavement inventory, but all of the City's assets or catch basins, sidewalks or ADA ramps, traffic signals and signs. The City has 100,693 signs. This was not only a pavement inventory, but there was a lot of use out of this study.

Public Works Director Mulligan provided a background on the City's roadway infrastructure, and he stated that the City streets are approximately 700 lane miles. The Public Works Department is responsible for the maintenance of all City-maintained streets.



Based on that 700 lane miles, the resurfacing required every 20-25 years would be 30-35 miles each year at \$2.5 million annually to achieve a 20-25 year life.

Poor conditions of the City's roads include alligator cracks, sagging and failure, spalling and cracking, rutting and potholes. A lot of the City roads have alligator cracking and are weak. Certainly from this last winter, the roads have potholes, which are formed when cracks are filled with water and freezes and as the water thaws it sinks down into the soil and causes a pothole.

The following is a summary of what has been done for City road improvements:

- **Spring, 2013** - Of the 700 lane miles, approximately 100 lanes miles were in poor condition. (Basis – street maintenance and 2007 windshield survey results)
- **July 2013** – City Council sets aside reserves for \$4M to upgrade City roads in FY 14 budget.
- **Summer/Fall 2013** – City (FY14) begins rehab on 15 lane miles
- **September, 2013** - Sedgefield micro-surfacing contract awarded. City's pilot program for alternative road improvements.
- **December 2013** – Contract awarded to TransMap to perform survey and pavement assessment on all City Roads (MPO project saves \$160k)
- **Summer 2014** – City receives initial assessment, draft report, provides comments, meets with utilities, begins work on 5-yr plan and FY15 resurfacing.

In developing a road improvement program for the City, there are tools that should be looked at :

Tool 1

Transmap provided a truck that photographed all of the City streets and the consultants occasionally stopped to look at and measured the roads and used Light Detection and Ranging (LIDAR). It was very interesting and great technology.

Tool 2

A map of the City streets was provided showing 99.3 miles of where poor conditions exist. Staff physically inspected each road listed in poor condition and worked with Transmap to produce a final map. With that final map, staff investigated those roads to collect core samples to determine what repair is needed. In Eastern North Carolina, there are challenging subsurface soil conditions and most of the City's road problems are happening from clay, bog, high water table and high in organics. For example, Arlington Boulevard had deteriorating stumps and rutting and a section east of Evans Street was replaced. 67 percent of the City's roads are neighborhood roads, so staff compared the average traffic count on a primary or a collective road, i.e. Arlington Boulevard, Hooker Road, and Red Banks Road.

Tool 3

The City will coordinate with the Greenville Utilities Commission schedule to avoid having to make cuts for utility repairs to newly repaired services.



Public Works Director Mulligan stated that current funding for the City's roadways include \$4 million, which was approved by the City Council, \$1.3 million was spent in Fiscal Year 2014, and \$2.7 million is available for improvements. With the remaining \$2.7 million, the City will resurface 30-40 lane miles of local roads.

Staff is proposing next steps for roadways including improving 24 lane miles for the fall of 2014, which is approximately \$2 million worth of resurfacing to be done this fall. Staff is expecting approximately \$1 million in road rehab in spring 2015, and that is the \$700,000 that remains and some extra Powell Bill money and to complete the five-year road resurfacing plan upon finalizing the utility coordination.

Upon being asked how much should the City spend a year to keep the roads on a 25-year resurfacing cycle, Public Works Director Mulligan responded that maintenance is in the \$2-\$2.5 million range annually.

Upon being asked how much money will the City receive from the Powell Bill, Public Works Director Mulligan responded that there are many uses that Powell Bill money goes towards including all traffic signals, signs, and striping, potholes, salt, sand, pliers, spot repairs, utility cuts, and anything related to roads is paid with Powell Bill and that is not all. The City put \$2 million of General Fund to supplement the Powell Bill money for all of those uses. It is about \$4-4.5 million annually into the annual maintenance of the City's roadway system. Some of that money is returned to the City and actually about a \$1-\$1.5 million of General Fund goes towards street lighting. Half of that is returned to the City and that goes towards the next year's General Fund for streets.

Upon being asked what is the City's strategy for the back damage of failed roads and getting the City up to speed and how many years will that take, Public Works Mulligan responded that if the City wanted to do a 100 miles with the regular \$2.5 million annually that would be \$8.5 million, with a 5-year plan.

Upon being asked if the City has the detailed information about what type of repairs are needed, Public Works Director Mulligan responded that staff would want to develop the 5-year plan, collect more cores and receive information from Greenville Utilities Commission about their schedule prior to determining what will be the preferred alternative for every single road in the City.

Upon being asked if the state is in possession of any kind of information similar to Transmap's study informing them how badly the state roads need repair, Public Works Director Mulligan responded that the Department of Transportation (DOT) bases their entire roadway resurfacing program on the RII (a test that measures roughness of the surface). Most of the roads have a 55 mph speed limit and the RII becomes very important if cars are bouncing while driving on them. DOT would resurface or repave those roads. All of the major traffic carrying roads are DOT ones. Staff will obtain a copy of their roadway plan.



Mr. Schorling stated that DOT does more of a study for cracks in the roads, but they did the RII because they are more concerned about drivers' speed limits.

Upon being asked how long will staff monitor the pavement seal in the Sedgefield area, Public Works Director Mulligan responded that the pavement seal should last between 6-8 years. Staff will monitor the area to see how it handles the seasons and expansion contraction a year or two later. Also, staff contracted other communities for their input about their use of this material.

Upon being asked about staff's strategy for using different materials when repairing the streets, Public Works Director Mulligan responded for the fall of 2014, staff is looking at resurfacing asphalt on some of the neighborhood roads. Also, staff will try using multiple products, i.e. preservation seal to determine if there is more extended life of certain products and whether more coverage of the City's roads can be obtained by using them.

REVIEW OF AUGUST 14, 2014 CITY COUNCIL AGENDA

The Mayor and Council reviewed the agenda for the August 14, 2014 City Council meeting.

Motion was made by Council Member Blackburn and seconded by Council Member Croskery to continue the public hearing for the ordinance to annex Northwest Commercial Park involving 5.871 acres located 275+ feet north of the intersection of Allen Road and Greenville Boulevard for a September meeting. Motion carried unanimously.

COMMENTS BY MAYOR AND CITY COUNCIL

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

CITY MANAGER'S REPORT

No comments were made by City Manager Lipscomb.



ADJOURNMENT

Motion was made by Council Member Croskery and seconded by Council Member Blackburn to adjourn the meeting. Motion carried unanimously. Mayor Thomas declared the meeting adjourned at 8:30 p.m.

Respectfully Submitted

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

Polly Jones
Deputy City Clerk

PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
THURSDAY, AUGUST 14, 2014



A regular meeting of the Greenville City Council was held on Thursday, August 14, 2014, 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 p.m. Council Member Rose Glover gave the invocation, followed by the Pledge of Allegiance.

Those Present:

Mayor Allen M. Thomas, Mayor Pro-Tem Calvin R. Mercer, Council Member Kandie Smith, Council Member Rose H. Glover, Council Member Marion Blackburn, and Council Member Rick Smiley

Those Absent:

Council Member Richard Croskery

Also Present:

City Manager Barbara Lipscomb, City Attorney David A. Holec, City Clerk Carol L. Barwick and Deputy City Clerk Polly W. Jones

APPROVAL OF THE AGENDA

City Manager Barbara Lipscomb noted the noise ordinance related to the gospel concert had been added to the agenda at Monday's City Council meeting and recommended discussion of that item in advance of the public hearings and after Appointments to Boards and Commissions.

Mayor Pro-Tem Mercer made a motion to approve City Manager Lipscomb's request. Council Member Smith seconded the motion, which passed by unanimous vote.

City Manager Lipscomb noted that City Council has already agreed to continue until September discussion on the ordinance to annex the Northwest Commercial Park involving 5.871 acres located 275+ feet north of the intersection of Allen Road and Greenville Boulevard.

City Manager Lipscomb recommended removing from the agenda the discussion regarding the resolution authorizing the conveyance of City-owned properties located at 901 and 905 Bancroft Avenue to the Greenville Housing Development Corporation.



Council Member Smith made a motion to approve City Manager Lipscomb's recommendation. Council Member Blackburn seconded the motion, which passed by unanimous vote.

Council Member Smith made a motion to approve the agenda with recommended changes. Mayor Pro-Tem Mercer seconded the motion, which passed by unanimous vote.

SPECIAL RECOGNITION

LIEUTENANT RICHARD ALLSBROOK- POLICE DEPARTMENT RETIREE

Mayor Thomas and City Manager Lipscomb recognized Lieutenant Richard Allsbrook of the Greenville Police Department for his 27 years and 11 months of service to the City of Greenville and its citizens, and congratulated him on his retirement.

PROCLAMATION IN HONOR OF WORLD'S UGLIEST DOG

Mayor Thomas read and presented a proclamation in honor of the World's Ugliest Dog, Peanut, who attended the City Council meeting with his owner, Holly Chandler of Greenville. Mayor Thomas proclaimed August 16, 2014, as Peanut Appreciation Day to raise awareness for animal cruelty.

APPOINTMENTS

APPOINTMENTS TO BOARDS AND COMMISSIONS

Greenville Bicycle & Pedestrian Commission

Council Member Smiley made a motion to appoint Kelly Dewald to fill an unexpired term that will expire January 2015, in replacement of Liz Brown-Pickren, who had resigned. Council Member Blackburn seconded the motion and it carried unanimously.

Historic Preservation Commission

Council Member Smith continued the appointment of Allan Kearney's seat, who has resigned.



Pitt-Greenville Convention & Visitors Authority

Council Member Glover made a motion to recommend to the Pitt County Board of Commissioners that Christopher Jenkins serve a second three-year term that will expire July 2017. Council Member Blackburn seconded the motion and it carried unanimously.

Council Member Glover continued the recommendation for Kurt Davis' seat.

Police Community Relations Committee

Mayor Pro-Tem Mercer appointed Diane Kulik to fill an unexpired term that will expire October 2014, replacing Marcus Jones.

Public Transportation & Parking Commission

Council Member Smiley made a motion at Council Member Croskery's nomination to appoint W. Scott Alford to fill an unexpired term that will expire January 2016, in replacement of Rick Smiley, who had resigned. Council Member Rose Glover seconded the motion and it carried unanimously.

Youth Council

Mayor Pro-Tem Mercer made a motion to appoint:

- Asolaide Akinkuotu to fill an unexpired term that will expire September 2014
- Maria Yagnye to fill an unexpired term that will expire September 2014

Council Member Blackburn seconded the motion and it carried unanimously.

NEW BUSINESS

AMENDMENT TO THE NOISE ORDINANCE - (ADDED TO AGENDA AT THE MONDAY, AUGUST 11, 2014, CITY COUNCIL MEETING) - (Ordinance No. 14-045)

City Attorney Dave Holec stated that the amendment to the noise ordinance was created to enable the annual gospel concert planned to be held at Guy Smith Stadium during Labor Day weekend to take place. He said that the concert is an all-day event and involves amplified sound. According to Mr. Holec, the concert organizer had difficulty obtaining a noise permit from the City because the standard permit conditions limit the duration of an event to no longer than four hours. Mr. Holec explained that the proposed ordinance amendment allows for issuance of permits for longer than four hours for events held at Guy Smith Stadium between Memorial Day and Labor Day. He stated further that all other conditions would still apply.



Council Member Glover made a motion to adopt the noise ordinance amendment. Council Member Smith seconded the motion.

Council Member Blackburn asked if the language in the noise ordinance only applied to Guy Smith Stadium. City Attorney Holec said that was correct.

Council Member Blackburn also inquired if Section C includes accommodations for other groups besides fraternities or sororities. City Attorney Holec said that Section C is not addressed by the proposed amendment.

There being no further discussion, the motion to adopt the noise ordinance amendment passed by unanimous vote.

PUBLIC HEARINGS

ORDINANCE TO ANNEX NORTHWEST COMMERCIAL PARK INVOLVING 5.871 ACRES LOCATED 275+ FEET NORTH OF THE INTERSECTION OF ALLEN ROAD AND GREENVILLE BOULEVARD - (CONTINUED TO SEPTEMBER)

ORDINANCE REQUESTED BY DVM SERVICES REALTY, INCORPORATED TO REZONE 1.012 ACRES LOCATED ALONG THE WESTERN RIGHT-OF-WAY OF EVANS STREET AND SOUTH OF LYNNCROFT SHOPPING CENTER FROM RA20 (RESIDENTIAL-AGRICULTURAL) TO OR (OFFICE-RESIDENTIAL [HIGH DENSITY MULTI-FAMILY])- (Ordinance No. 14-046)

Senior Planner Chantae Gooby stated that the subject property is located in the southern section of the City and is currently the home of Kingdom Hall of Jehovah's Witnesses. It lies in Vision Area D. Ms. Gooby mentioned that the rezoning could generate 45 additional trips. She pointed out that a portion of the property is already zoned as Office-Residential High-Density Multi-Family (OR), and the requested rezoning would include the rest of the property as such. Ms. Gooby stated further that under the current zoning, Residential-Agricultural (RA20), the property could accommodate approximately five single-family lots, and under the proposed zoning, OR, it could yield about 12 to 14 multi-family units. Ms. Gooby said that in staff's opinion, the request is in compliance with Horizons: Greenville's Community Plan and the Future Land Use Plan Map.

Mayor Thomas declared the public hearing open at 7:25 p.m. and invited anyone wishing to speak in favor of the proposed rezoning to come forward.

Mike Baldwin- No Address Given

Mr. Baldwin stated that he represents DVM Services Realty, who has the subject property under contract to purchase from the church that is currently located there. He pointed out



that the traffic increase as a result of the proposed rezoning is negligible. Mr. Baldwin also mentioned that the subject property provides transitional zoning that is in conformance with the Future Land Use Plan.

Hearing no one else who wished to speak in favor of the proposed rezoning, Mayor Thomas invited comment in opposition. Hearing no one, Mayor Thomas closed the public hearing at 7:26 p.m.

Council Member Glover made a motion to approve the rezoning ordinance. Council Member Smith seconded the motion, which passed by unanimous vote.

ORDINANCE REQUESTED BY JASON B. ADAMS AND GENE BLAND ADAMS TO REZONE 0.468 ACRES LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EVANS STREET AND WEST 9TH STREET FROM OR (OFFICE-RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]) TO CDF (DOWNTOWN COMMERCIAL FRINGE - (Ordinance No. 14-047)

Senior Planner Chantae Gooby stated that the subject property is located in the central section of the City along Evans Street between 9th and 10th Streets. It lies in Vision Area G, and is currently occupied by A & B Auto. Ms. Gooby said that the property is actually comprised of two parcels, and the applicants are requesting that the parcels be zoned as Downtown Commercial Fringe (CDF) to match an adjacent property that they own. Ms. Gooby mentioned that the proposed rezoning could generate an additional 2,178 trips per day due to the potential for retail or commercial use. Under the current zoning, Office-Residential High-Density Multi-Family (OR), the site could yield 7 multi-family units, and under the proposed zoning, CDF, the site could accommodate 4,485+/- square feet of retail or restaurant space. Ms. Gooby mentioned that the area north of 10th Street has been transitioning away from CDF to Downtown Commercial (CD) zoning in recent years. This is partially the result of the West Greenville 45-Block Revitalization Area, which recommends CD zoning. The Future Land Use Plan Map recommends Commercial (C) for the area bounded by Evans Street, West 10th Street, Dickinson Avenue, and Reade Circle. The subject property is located in the designated regional focus area described as the central business district, or Uptown area. However, Ms. Gooby explained that CD zoning, as opposed to CDF zoning, has no setbacks, no parking requirements, and offers an expanded list of uses for the area. Therefore, she said that staff requests that the subject property be zoned as CD in lieu of the proposed CDF zoning.

City Attorney Dave Holec explained that City Council cannot amend CDF zoning to CD zoning without another public hearing. If City Council determines that that the request for the CDF zoning is not appropriate, City Council can initiate another rezoning.



Council Member Smiley asked how rezoning the block to CD would impact surrounding businesses. Ms. Gooby explained that doing so would not have a major impact on the surrounding businesses. She said that in addition to the properties owned by the applicant, the block is also occupied by vacant properties, as well as businesses that could fall under CD zoning.

Mayor Thomas declared the public hearing open at 7:43 p.m. and invited anyone wishing to speak in favor of the proposed rezoning to come forward.

Mike Baldwin- No Address Given

Mr. Baldwin said that the applicants wish to construct a storage building on their property, but due to current zoning, they are unable to obtain a special use permit in order to do so. He explained that CDF zoning includes auto repair shops as a special use, whereas CD zoning does not, which is why the applicants desire to be zoned as CDF. He stated further that if CDF zoning is approved, the applicants will be allowed to go before the Board of Adjustment. Mr. Baldwin presented City Council with several letters in support of the rezoning from owners of adjacent businesses, as well as a list of uses allowed in CD and CDF zoning. He pointed out that there are uses allowed in CDF that are not allowed in CD and vice versa, and added that both CD and CDF zoning fulfill the comprehensive plan, which is Commercial (C). Mr. Baldwin stated further that the Planning and Zoning Commission voted unanimously to approve the request.

Hearing no one else who wished to speak in favor of the proposed rezoning, Mayor Thomas invited comment in opposition. Hearing no one, Mayor Thomas closed the public hearing at 7:52 p.m.

Council Member Glover made a motion to approve the rezoning ordinance. Council Member Blackburn seconded the motion, which passed by unanimous vote.

ORDINANCE TO AMEND THE ZONING ORDINANCE BY ADDING MICROBREWERIES AS AN ALLOWED LAND USE WITHIN THE CD (DOWNTOWN COMMERCIAL) ZONING DISTRICT, SUBJECT TO AN APPROVED SPECIAL USE PERMIT, AND ESTABLISHING SPECIFIC CRITERIA - (Ordinance No. 14-048)

Chief Planner Tom Weitnauer stated that staff recognized that Greenville may be missing opportunities to attract the growing beverage industry and must do more to encourage microbreweries to do business here. He said that as of May 2011, North Carolina's independent craft breweries have contributed 37,000 jobs to the state and \$3.8 billion to its economy. Currently, the City's Zoning Ordinance does not allow microbreweries. Mr. Weitnauer said that the Community Development Department staff initiated discussions with the Planning and Zoning Commission, the Redevelopment Commission, the Greenville-Pitt Chamber of Commerce, and Uptown Greenville to gauge receptiveness



to the concept of allowing microbreweries within a targeted area of the City. He reported that reactions to the concept and discussions of draft amendments were supportive throughout these meetings. Mr. Weitnauer explained that the amendment to the ordinance would allow microbreweries in Greenville's urban core to help encourage investment in vacant and underutilized buildings and vacant lots. He stated further that if the amendment is adopted, the area where microbreweries will be allowed is in the Downtown Commercial (CD) zoning district through a special use permit. Mr. Weitnauer explained that the amendment establishes criteria for microbreweries, and includes the following:

1. Allowed in CD with special use permit
2. Principal use is production of beer
3. Accessory uses are limited
4. 5,000 square feet maximum for brew equipment
5. 30% minimum building square feet for equipment
6. No exterior speakers within 150' of existing or future residential uses
7. No cover charges
8. Annual review conducted
9. Restaurants may add microbreweries, 30% max square feet with special use permit

He stated further that consideration was given during preparation of the amendment to ensure that microbreweries do not turn into night clubs, which is why a minimum of 30% of the building's floor area must be dedicated to operating brewery equipment, and a cover charge must not be charged. Mr. Weitnauer said that in staff's opinion, the proposed text amendment is in compliance with Horizons: Greenville's Community Plan and accomplishes the following under that plan:

- Growth & Development, Implementation Strategy 2(t): "Preserve historic warehouses and older buildings through renovation and adaptive reuse."
- Vision Areas Subsection: Central, Management Action H5: "Develop the downtown as the cultural recreational, and entertainment center of the City."

He also said that the proposed text amendment is in compliance with the Center City West Greenville Revitalization Plan, and accomplishes the following under that plan:

- Flexibility in Zoning and Development Codes: "Providing innovative administration of zoning regulations and development codes may create market opportunities in depressed areas."

Mr. Weitnauer mentioned that the Planning & Zoning Commission unanimously approved the text amendment with revisions that are included in the ordinance.



Mayor Thomas declared the public hearing open at 8:14 p.m. and invited anyone wishing to speak in favor of the proposed rezoning to come forward. Hearing no one, Mayor Thomas invited comment in opposition. Hearing no one, Mayor Thomas closed the public hearing at 8:14 p.m.

Council Member Smith made a motion to approve the ordinance to amend the zoning ordinance. Council Member Glover seconded the motion, which passed by unanimous vote.

ORDINANCE TO AMEND THE ZONING ORDINANCE TO DELETE PRIVATE STREETS AS A DEVELOPMENT OPTION - (Ordinance No. 14-049)

Lead Planner Andy Thomas stated that on May 5, 2014, City Council directed staff to prepare a text amendment that would delete private streets as a development option. He mentioned that City Council has received numerous requests for the City to assume maintenance responsibility on private streets which have not been constructed to City standards. Mr. Thomas said that some developers wish to have private streets as a means to control access, to lower development costs, or to utilize the reduced setbacks that are offered with private streets. He added that maintenance agreements are required to ensure that streets will be maintained by homeowner associations, but frequently homeowners do not fully realize that the street is their responsibility until their streets fall into disrepair and require maintenance. As a result, many homeowners contact the City for assistance, however, the City does not accept maintenance responsibilities for substandard streets. Mr. Thomas said that at its May 15, 2014, meeting, City Council voted to remove private streets as a development option. He stated further that staff prepared an ordinance that will amend those sections of the ordinance to omit the option of private streets, which the Planning and Zoning Commission voted unanimously to approve at its July meeting. Mr. Thomas said that staff supports the recommended changes by City Council, and is of the opinion that the proposed text amendment is in compliance with Horizons: Greenville's Community Plan. He added that the amendment would further general goals stated in Mobility, Housing, and Growth & Development.

Council Member Smiley asked if existing streets could be kept private. Mr. Thomas said that existing streets could be kept private if chosen to remain so.

Mayor Thomas declared the public hearing open at 8:25 p.m. and invited anyone wishing to speak in favor of the proposed rezoning to come forward. Hearing no one, Mayor Thomas invited comment in opposition. Hearing no one, Mayor Thomas closed the public hearing at 8:25 p.m.

Council Member Blackburn made a motion to approve the ordinance to amend the zoning ordinance. Council Member Glover seconded the motion, which passed by unanimous vote.



PUBLIC COMMENT PERIOD

John Joseph Laffiteau – Rodeway Inn & Suites, Rm 253, Greenville, NC

Mr. Laffiteau stated that he needs access to a library computer to apply to out-of-state graduate schools. He said that without access, he is unable to conduct academic research, nor can he perform managerial research. Mr. Laffiteau provided packets for each City Council member comprised of various publications that he authored that outline his academic interests. He encouraged City Council to review the packet and requested its prompt assistance due to the approaching deadlines for graduate school applications.

OTHER ITEMS OF BUSINESS

PRESENTATION ON TOWN COMMON IMPROVEMENT OPTIONS

Recreation and Parks Director Gary Fenton stated that a few years ago a process was initiated for the Town Common Master Plan that might set the stage for future improvements to the park and identify how it may become a focal point for the City, as well as boost economic development for the downtown area. The master plan recommended many renovations and enhancements for the park, and estimated that the cost for completing the recommendations to be approximately \$13 million. Mr. Fenton noted that the City's Fiscal Year 2015 Budget includes a \$150,000 appropriation for improvements at the Town Common, and mentioned that staff has assembled three packages of possible projects that fit within that allocation to share with City Council. He gave examples of staff's recommendations below, followed by presenting the three improvement packages:

- Park entrances - \$54,410 for 5 arches
- Park benches- \$56,826 for 15 backless and 15 with backs
- Trash receptacles - \$13,442 for 20
- Recycling receptacles- \$18,370 for 10
- Picnic tables - \$13,430 for 10
- Riverside fencing- \$142,950
- Removal and relocation of antennae - \$15,000 for removal
- Wash and paint amphitheater - \$29,600
- Dumpster screening - \$3,440
- Landscaping improvements - \$33,040
- Floating fishing pier - \$43,992
- Boat ramp replacement - \$100,772



- Playgrounds for ages 2-5 and 5-12- \$42,328 and \$119,308
- Restroom/mechanical building: choice between standard or upscale option - \$142,688 or \$190,190
- Boathouse with restroom - \$291,200
- Accessible walkway from parking lot to amphitheater - \$55,000
- Water fountain with pet bowl - \$4,800 for 4

Site Improvements Package A- (\$149,388)

- Includes the addition of benches with and without backs, trash receptacles, combination recycling bin/trash combo, vinyl coated picnic tables, landscaping, and removal of antennae

Site Improvements Package B - (\$149,564)

- Includes floating fishing pier at 360 square feet, rebuilding of concrete boat ramp, and water fountains with pet bowls

Site Improvements Package C - (149,309)

- Includes benches with backs, recycling bin / trash combo, vinyl coated picnic tables, washing and painting of amphitheater, landscaping, and a floating fishing pier

City Clerk Carol Barwick read Council Member Croskery's comments for the record because he was not present at the City Council meeting. In his letter, Council Member Croskery said that all the improvements are appropriate to do now, and none would impede further work considered for future enhancement of the Town Common. He said that despite the higher cost, he strongly advocates for permanent restrooms as the most important first step in improving the City's "central park" space because currently the public must rely on unsightly and unsanitary Port-a-Johns. Council Member Croskery pointed out that new benches and trash containers would be more durable and attractive, and landscaping would improve the park's aesthetics, but those projects could be taken on in the future. He stated further that although moving the radio tower is long overdue, the provisions for its relocation were not considered or budgeted for in this presentation. Therefore, removing it from the Town Common would be a project for the near future. Council Member Croskery said that his second choice for a project would be to construct a new fishing pier due to not only aesthetics, but for safety reasons. He concluded his letter by stating that although adding restrooms will also require plans for maintenance and security, doing so would address the most important and unmet basic need for the Town Common.



Mayor Pro-Tem Mercer asked if the City could install the standard restroom option and expand later. Mr. Fenton said that the restroom could be expanded, but doing so would not necessarily include the aesthetics offered by the more upscale option. Mayor Pro-Tem Mercer asked if the Recreation & Parks Commission had voted on this item. Mr. Fenton said they did not take a vote or make any recommendations, but are aware of the suggested projects. Mayor Pro-Tem Mercer asked if City Council could wait to make a decision until after it receives a recommendation from the Recreation & Parks Commission. Mr. Fenton said that he did not see any drawbacks to waiting to make a decision until that time.

Mayor Thomas noted that construction of a restroom was not an option that was included in any of the packages. Mr. Fenton said that the restrooms would be a stand-alone project because the cost to build them would exceed the \$150,000 allocation.

Mayor Pro-Tem Mercer stated that he agrees with Council Member Croskery that a restroom is the most pressing need. He expressed his concern that the City may not have the funding to take on this project in the future if it does not do so now.

Council Member Blackburn made a motion to refer the presentation to the Recreation & Parks Commission for review and recommendation. Council Member Smith seconded the motion, which passed by unanimous vote.

DISCUSSION OF INQUIRIES REGARDING THE CITY BUDGET

Mayor Thomas expressed the importance of addressing the City's budgeting process as the City Council returns from the summer break. He said that every budget has its own set of challenges, and this year, some of those challenges came late in the process. Two years ago, the City Council voted not to impose a tax increase due to economic conditions. This year the City Council voted to amend the privilege tax structure, but had to change it a second time due to legislation implemented by the State. Mayor Thomas explained that to compensate, the City Council raised property taxes by one cent, then raised them an additional penny, although staff had offered alternatives to avoid the tax increase. He said that citizens have the right to ask questions, and noted that some have exercised that right, which has taken a considerable amount of staff time to address.

City Manager Lipscomb pointed out that the City has an extensive budgeting process, and said that departmental budget requests go through several reviews before presentation to City Council, which then reviews and dictates changes if desired. She added that sometimes last-minute changes are necessary, including in the current fiscal year in which City Council made a last-minute change that was mandated by the legislature. City Manager Lipscomb mentioned that staff has performed extensive research on the Vehicle Replacement Fund (VRF) as a result of many inquiries about it, and stated further that staff is prepared to answer in-depth questions from City Council.



Assistant City Manager Chris Padgett said the communications that staff has had over the past month have mostly been about the City's 2013 Comprehensive Annual Financial Report (CAFR), in which the numbers were the audited findings for the City on June 30, 2013. He explained that when that discussion began, the numbers were over a year old, and many changes have taken place since then. Mr. Padgett said that the VRF was developed by City Council in June 2006. At that time, City Council had a goal to maintain the financial stability of the City. Former City Manager Wayne Bowers implemented two measures for achieving that goal, which included the VRF and the biennial budget process. Mr. Padgett said that at the January 2006 planning session, Mr. Bowers introduced the VRF and discussed how it would work. The VRF was adopted as an internal service fund effective July 1, 2006, and uses a pre-payment method to purchase vehicles. It was started with \$2.6 million of General Fund balance plus money that had already been budgeted to purchase vehicles that year. Mr. Padgett said that while City Council approved the fund itself, the establishment of the replacement cycle and the administrative process of reviewing the vehicles and determining which vehicles would be replaced takes place at staff level. He explained that the fund is set up to address both vehicles and capital equipment with a value greater than \$5,000, and currently supports 537 units. Each department that utilizes the vehicles pays into the fund on an annual basis based on a formula that is provided by the administrative procedure. Mr. Padgett said that the formula is based on the lifespan of the vehicles and equipment used by the departments. Upon the purchase of a new vehicle, staff predicts when it will need to be replaced, as well as the estimated cost to replace at that time, as well as a prorated share for the lifespan of the vehicle, so that when it must be replaced, the necessary funds will be available to complete the purchase.

Mayor Thomas asked what staff is doing to address peaks and valleys in the fund due to vehicle replacement. Mr. Padgett said that the replacement of many of the vehicles in the fund is staggered to prevent volatility of the fund. He stated further that the peaks and valleys are largely due to the replacement of larger, more expensive equipment. Mr. Padgett said that the pre-payment model employed by Greenville's VRF should aid in providing more predictability in the budgeting process.

City Manager Lipscomb added that staff examines fund balances and expected revenues each year when putting together the budget. She stated further that staff takes City Council's direction into account and makes recommendations to move funds when appropriate.

Council Member Smith stated that although she is supportive of the VRF, she felt that it is overfunded as opposed to other projects throughout the City. She moved to take \$1 million from VRF and designate \$350,000 toward South Greenville, \$350,000 toward the Town



Common, \$150,000 to Economic Development and \$150,000 to the First Phase of the River Study. Council Member Glover seconded the motion. City Attorney Dave Holec said that the motion relates to a budget amendment and would be more appropriate to be scheduled for a future agenda.

Council Member Smith said that she accepts City Attorney Holec's recommendation and made a motion to add the item to the September agenda for discussion. Council Member Glover seconded the motion.

There being no further discussion, the motion made by Council Member Smith and seconded by Council Member Glover, the motion to move the item to the September agenda failed by a 2 to 3 vote. Mayor Pro-Tem Mercer, as well as Council Members Blackburn and Smiley voted in opposition to the motion.

COMMENTS FROM MAYOR AND CITY COUNCIL

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

CITY MANAGER'S REPORT

City Manager Lipscomb recommended the cancellation of the August 25, 2014 City Council meeting. Council Member Blackburn made a motion to approve City Manager Lipscomb's recommendation. Council Member Smith seconded the motion, which passed by unanimous vote.

CLOSED SESSION

Council Member Blackburn moved to enter closed session pursuant to G.S. §143-318.11(a)(1) 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 G.S. §143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body including discussion on litigation involving the Live, 5th Street Distillery, the Phoenix, and Club 519 night clubs and litigation involving the University Neighborhood Revitalization



Initiative filed by Myron Casper and others. Council Member Smith seconded the motion, which passed by unanimous vote.

Mayor Thomas declared the City Council in closed session at 10:50 p.m., calling a brief recess to allow the Council and staff to relocate to Conference Room 337.

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 was approved unanimously, and Mayor Thomas returned the City Council to open session at 11:50 p.m.

ADJOURNMENT

Council Member Blackburn moved to adjourn the meeting, seconded by Council Member Smith. There being no further discussion, the motion passed by unanimous vote and Mayor Thomas adjourned the meeting at 11:51 p.m.

Prepared By:
Sara Ward, Clerical Assistant
City Clerk's Office

Respectfully submitted,

Carol L. Barwick, CMC
City Clerk



City of Greenville, North Carolina

Meeting Date: 9/8/2014
Time: 6:00 PM

Title of Item: Ordinance amending the Downtown Limited Time Zone Parking Permit Program

Explanation: Abstract: In the fall of 2013, the City of Greenville launched the “E” Zone parking permit program. The program was created to provide parking to downtown employees and residents at rates lower than the City’s lease rate. Following implementation of the program, the City has received significant comment from downtown business owners and parking patrons leading to two recommended revisions to the program.

Explanation: In the fall of 2013, the City of Greenville launched the “E” Zone parking permit program. The program was created to provide parking to downtown employees and residents at rates lower than the City’s lease rate. Following implementation of the program, the City has received significant comment from downtown business owners and parking patrons leading to recommendations that the fee be reduced and that the “E” Tags be made transferrable between vehicles. The “E” Tag program was developed and implemented as part of a comprehensive parking improvement strategy for Greenville’s Uptown Commercial District.

On March 8, 2012, City Council received a comprehensive report on public parking in the Uptown Commercial District from City staff. A copy of the report is attached to this agenda item. The parking review and associated report were prepared at the request of numerous Uptown Commercial 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. 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 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.

The recommended “E” zone or employee zone parking permit program was modeled after 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 are eligible to purchase a parking sticker from the City of Greenville. Display of the “E” sticker allows 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 is required to display the sticker in order to park their vehicle and is subject to enforcement procedures should their vehicle be parked in a City parking lot or on-street space without properly displaying the tag.

Two changes to the program are being recommended by staff, and each has the support of the Uptown Greenville organization. The first change is a reduction in the fee from \$150 per year to \$75 per year. Based on experience to date, downtown merchants as well as their employees strongly contend that the \$150 fee is a barrier to entry into the “E” Tag program. User statistics for the program tend to bear out this claim, as only 18 out of a total of 143 “E” Tag permits have been sold to date. “E” tags are currently sold by the calendar year and are prorated by 50% after July. The revised program fee of \$75 would be payable in full regardless of the time of year that the “E” Tag permit is purchased.

The second proposed change addresses the transferability of the “E” Tag permits. As adopted by City Council, the “E” Tag program requires that each permit be tied to a particular vehicle through the license plate number of the vehicle. The parking patron is issued a sticker upon purchase of a permit that must be displayed on the bumper of the vehicle. Many downtown business owners who employ hourly employees have called on the City to make the program more flexible such that a particular business can purchase multiple “E” Tag permits that can be shared among their employees based on work shifts. Such a change to the program would require a shift from bumper stickers to hang tags that could be shared by multiple users. Parking enforcement staff has stated that this permit system is slightly more difficult to enforce as the officers would need to walk around a vehicle in order to peer in the window to verify the authenticity of the “E” hang tag permit. Nonetheless, staff is of the opinion that such a change to the program is worthwhile, as the ultimate goal of the program is to provide a functional level of parking for downtown residents and employees. Staff anticipates that typical downtown businesses will purchase tags for roughly half of their employees who will then share the tags based on their shift schedule. Business and building owners will still be required to present proof of employment and/or residency for their tenants and employees at the time of application for the tags. It is recommended that businesses and owners of

residential buildings be allowed to purchase a maximum of 12 hang tags in order to prevent abuse of the program. It is not expected that the overall maximum subscription of 143 permits would be altered by the proposed changes.

Fiscal Note:

Staff recommends that the “E” tag permit sticker be reduced from \$150 to \$75 per year and be sold on a “calendar year” basis without 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. It is expected that there will be a total subscription of approximately 143 spaces, which if fully sold would generate parking revenue of \$16,500 per year.

Recommendation:

The Public Transportation and Parking Commission as well as Uptown Greenville Board of Directors have received information regarding this program and 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 revising the downtown limited time parking permit program. Staff further recommends that the City’s Manual of Fees be amended to reflect the revised fee of \$75 for the program.

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

Attachments / click to download

- [City of Greenville Uptown District Public Parking Review](#)
- [E_Tag_Ordinance_985194](#)
- [Clean_Version__E_Tag_Ordinance_986824](#)

ORDINANCE NO. 14-
AN ORDINANCE AMENDING CHAPTER 2 OF TITLE 10
OF THE GREENVILLE CITY CODE RELATED TO THE 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 rewriting subsection (C) of 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~~ tag.

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~~ tag. 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 rewriting 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~~ tag. 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~~ tag.

(C) *Permit ~~decal~~ tag display.* The downtown parking permit ~~decal~~ tag shall be displayed so that it may be viewed from the front and rear of the vehicle by hanging it from the front windshield rearview mirror ~~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~~ tag.* A resident who resides within the downtown area is eligible to receive a downtown parking permit ~~decal~~ tag 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~~ tag for each vehicle which is principally operated by the employee or business owner provided that a permit is available. ~~An owner of a business that is located in the downtown area is eligible to receive downtown parking permit tags for shared use by the employees of the business provided that permits are available and provided that the owner shall be eligible to receive no more permits than the number of employees of the business but in no event to exceed twelve (12) permits. The owner of a building located in the downtown area which has residences located within it is eligible to receive downtown parking permit tags for use by the residents of the building provided that permits are available and provided that the owner shall be eligible to receive no more permits than the number of residences located within the building.~~ The Collections Division of the Financial Services Department shall verify the residence or business address of persons obtaining such ~~decal tags~~ or for which such tags are obtained and shall record on the face of the ~~decal tag the license number of the vehicle information indicating the vehicle, license number, business name, or residence to which it is issued.~~ 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 ~~or property ownership~~ within the downtown area, the Collections Division of the Financial Services Department may require affidavits from a business owner, ~~property owner~~, government, or institution, a business license, articles of incorporation naming an individual as an owner or officer of a business ~~or property owner~~, or other documentation deemed necessary. The Director of Public Works is authorized to establish regulations relating to the ~~form~~, issuance and display of downtown parking permit ~~decal tags~~ 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 ~~decal tags~~ 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~~ shall not be prorated for partial years. There shall also be a charge for duplicate permit ~~decal tags~~, 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 ~~decal tags~~ 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 tag~~ 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 tag~~. ~~It shall constitute a violation of this Code for any person to display a downtown parking permit tag upon a vehicle not eligible for a downtown parking permit tag. It shall constitute a violation of this Code for any person to charge any fee to any person for use of a downtown parking permit tag except for the Collections Division of the Financial Services Department.~~ The Collections Division of the Financial Services Department is authorized to revoke the downtown parking permit ~~decal tag~~ 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 tag~~, 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 Tag	\$150.00 \$75.00
		Duplicate Downtown Parking Permit Decal-Tag	\$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 on January 1, 2015.

This the 8th day of September, 2014.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

ORDINANCE NO. 14-
AN ORDINANCE AMENDING CHAPTER 2 OF TITLE 10
OF THE GREENVILLE CITY CODE RELATED TO THE 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 rewriting subsection (C) of 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 tag.

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 tag. 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 rewriting 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 tag. 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 tag.

(C) *Permit tag display.* The downtown parking permit tag shall be displayed so that it may be viewed from the front and rear of the vehicle by hanging it from the front windshield rearview mirror of the vehicle for which it was issued.

(D) *Eligibility for permit tag.* A resident who resides within the downtown area is eligible to receive a downtown parking permit tag 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 tag for each vehicle which is principally operated by the employee or business owner provided that a permit is available. An owner of a business that is located in the downtown area is eligible to receive downtown parking permit tags for shared use by the employees of the business provided that permits are available and provided that the owner shall be eligible to receive no more permits than the number of employees of the business but in no event to exceed twelve (12) permits. The owner of a building located in the downtown area which has residences located within it is eligible to receive downtown parking permit tags for use by the residents of the building provided that permits are available and provided that the owner shall be eligible to receive no more permits than the number of residences located within the building. The Collections Division of the Financial Services Department shall verify the residence or business address of persons obtaining such tags or for which such tags are obtained and shall record on the face of the tag information indicating the vehicle, license number, business name, or residence to which it is issued. 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 or property ownership within the downtown area, the Collections Division of the Financial Services Department may require affidavits from a business owner, property owner, government, or institution, a business license, articles of incorporation naming an individual as an owner or officer of a business or property owner, or other documentation deemed necessary. The Director of Public Works is authorized to establish regulations relating to the form, issuance and display of downtown parking permit tags 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 tags 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 shall not be prorated for partial years. There shall also be a charge for duplicate permit tags, and that charge shall be set out in the *Manual of Fees* for the City of Greenville. Downtown parking

permit tags 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 tag 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 tag. It shall constitute a violation of this Code for any person to display a downtown parking permit tag upon a vehicle not eligible for a downtown parking permit tag. It shall constitute a violation of this Code for any person to charge any fee to any person for use of a downtown parking permit tag except for the Collections Division of the Financial Services Department. The Collections Division of the Financial Services Department is authorized to revoke the downtown parking permit tag 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 tag, 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 Tag	\$75.00
		Duplicate Downtown Parking Permit Tag	\$ 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 on January 1, 2015.

Adopted this the 8th day of September, 2014.

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

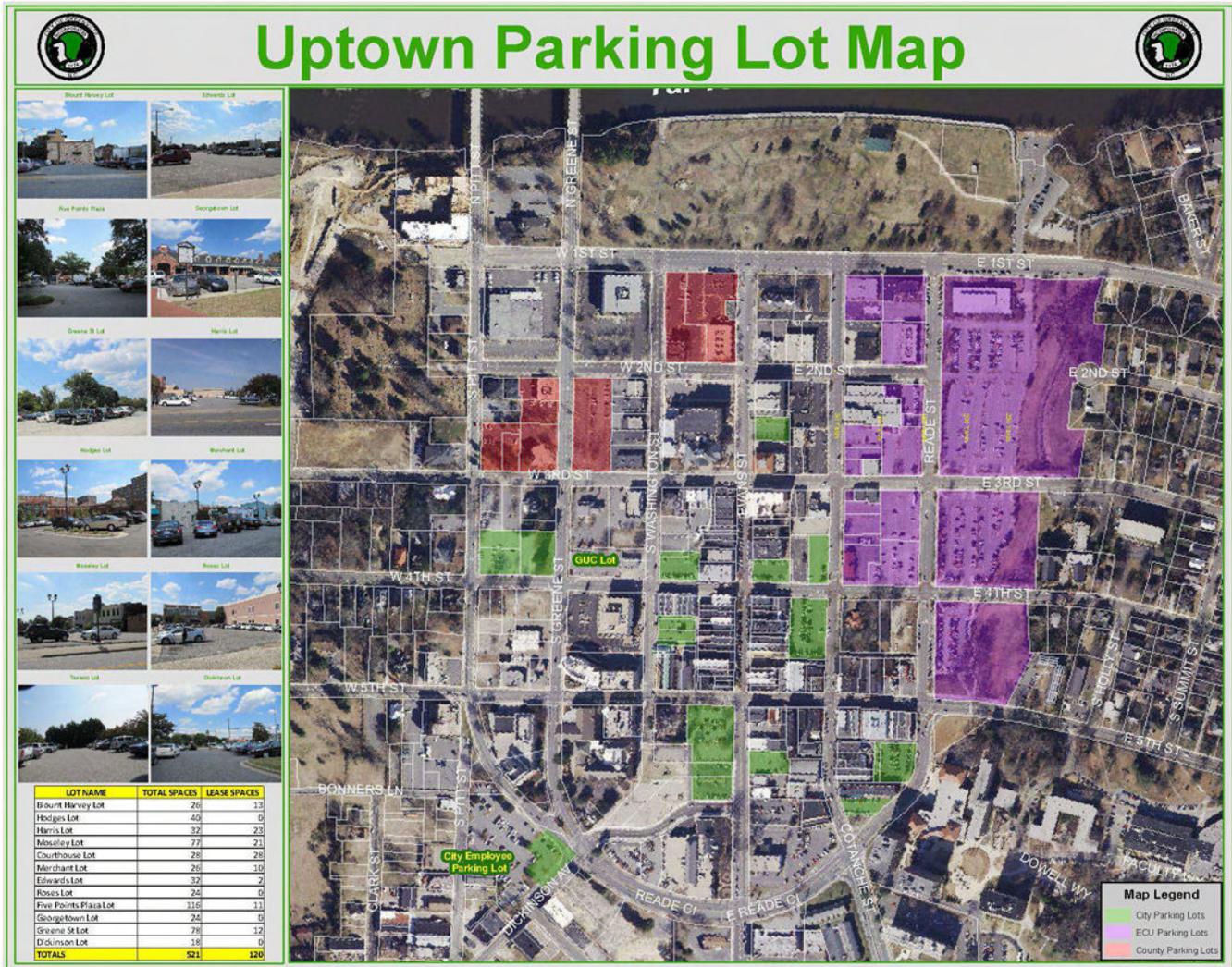
At the request of many merchants, building owners and tenants in Greenville’s Uptown Commercial District, the City of Greenville and Uptown Greenville, Inc. organized a public forum in November of 2010 for the purpose of discussing public parking issues. During the well attended forum, many participants 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.

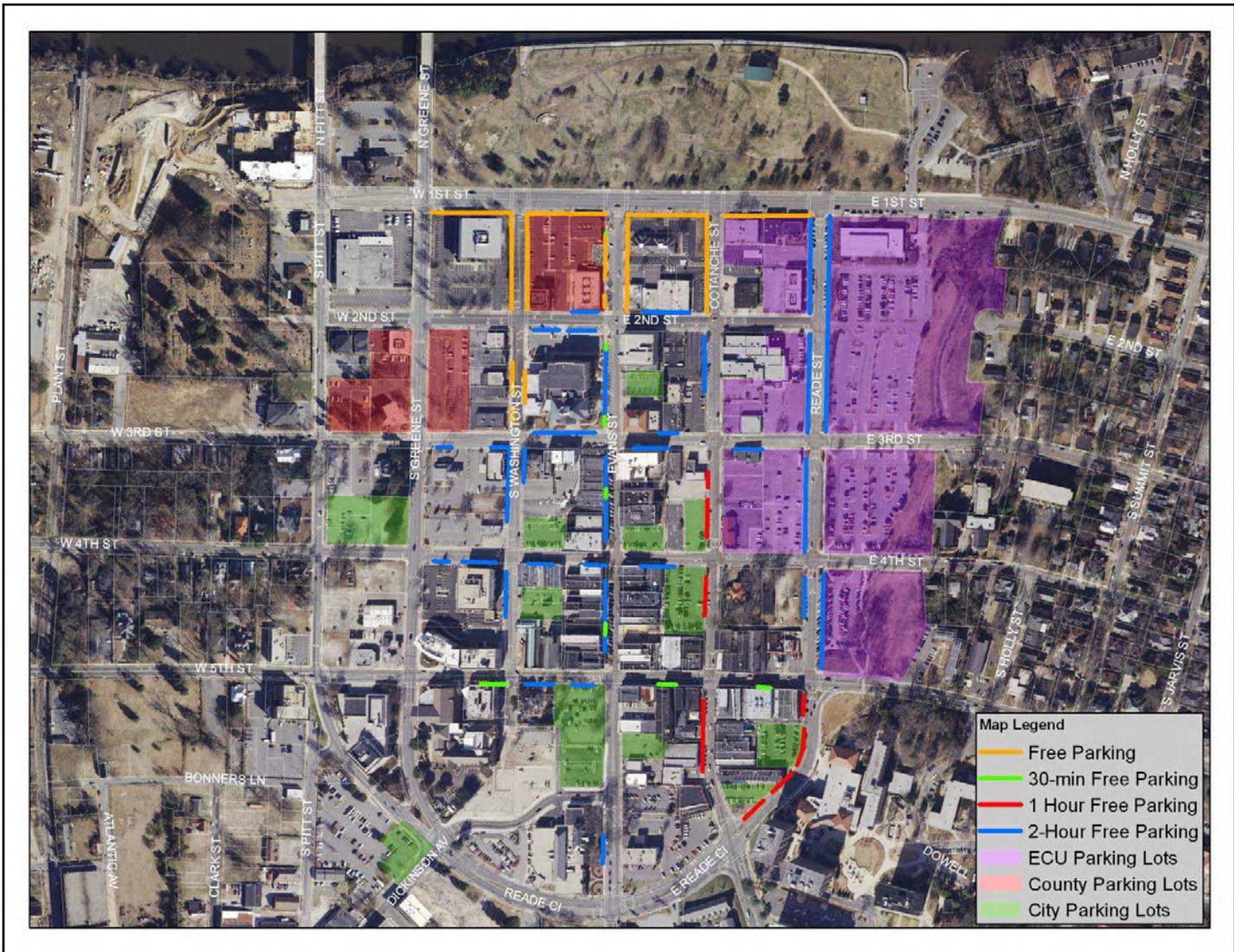
STRENGTHS	WEAKNESSES	OPPORTUNITIES	THREATS
Newly constructed parking at Five Points Plaza available to library.	Parking for customers not available due to employee’s parking near businesses.	Construction of a parking deck that is centrally located to Uptown businesses.	Existing parking spaces may be 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



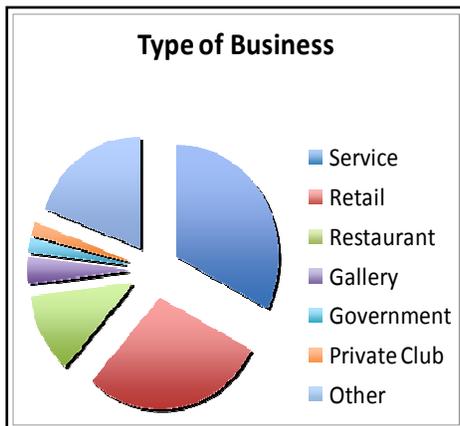
Uptown Parking Survey Report

2.01. Overview of Report

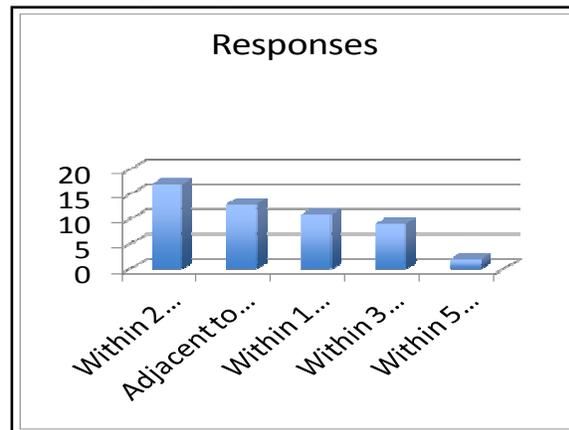
As part of this parking review, a parking survey was conducted by the Uptown Greenville organization utilizing both online and paper surveys. A total of 52 surveys were completed by Uptown District merchants and property owners during the spring of 2011. Major themes identified by survey respondents 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

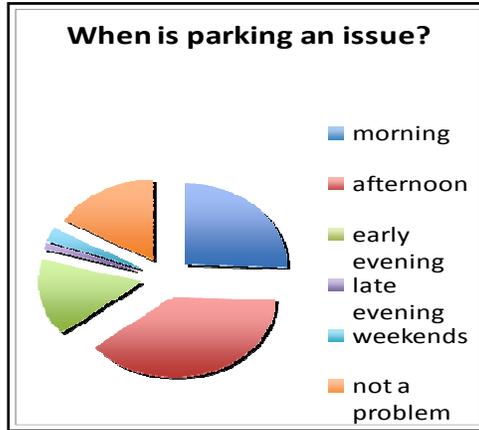
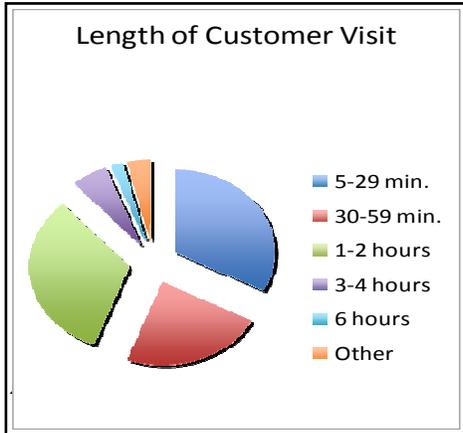
52 Surveys Were Completed



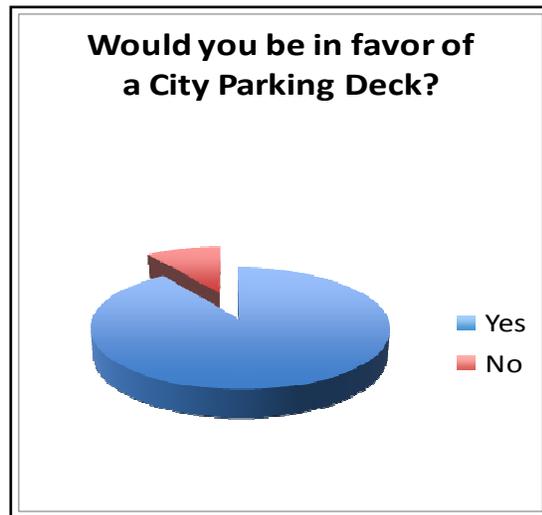
How many blocks would employees walk to parking?



2.03. Customer Visits



2.04. Parking Options

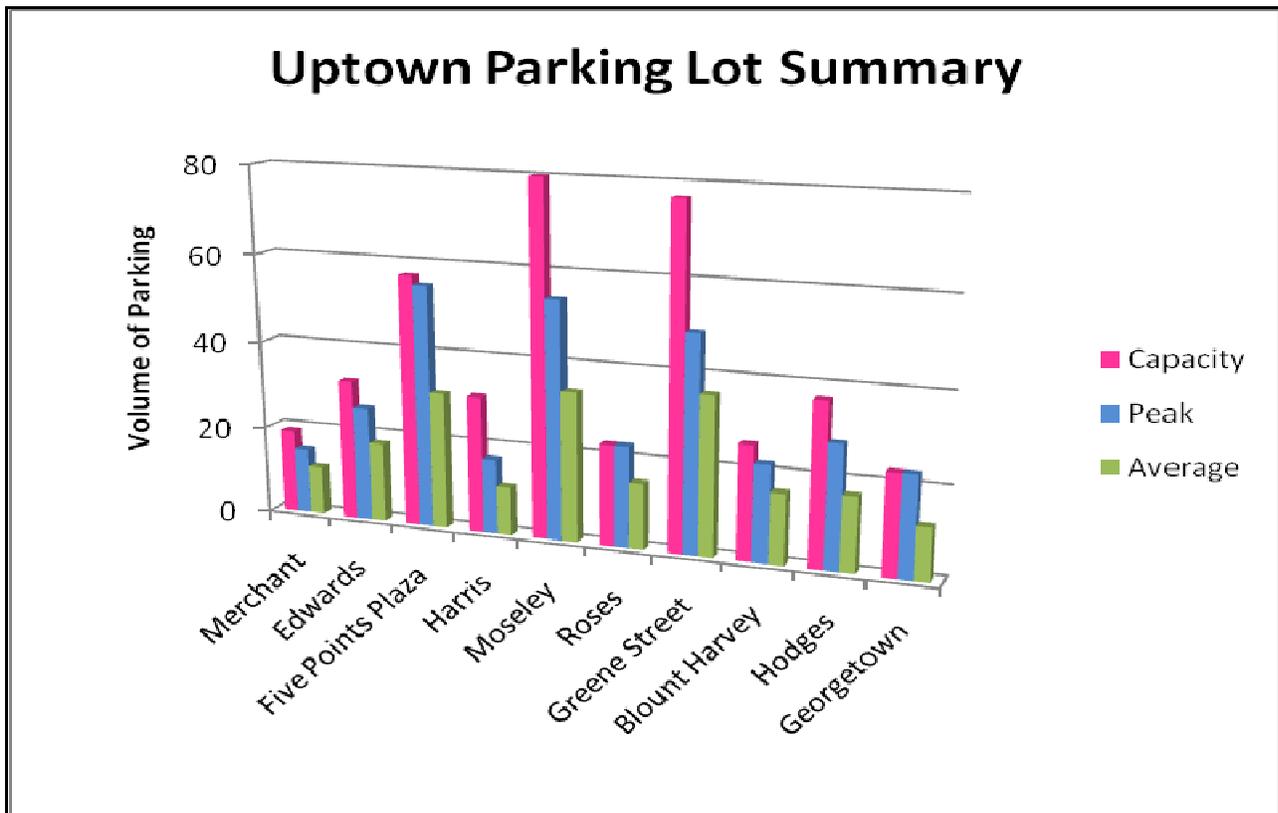


Parking Demand Study Report

3.01. Uptown Public Parking Lot Demand Study

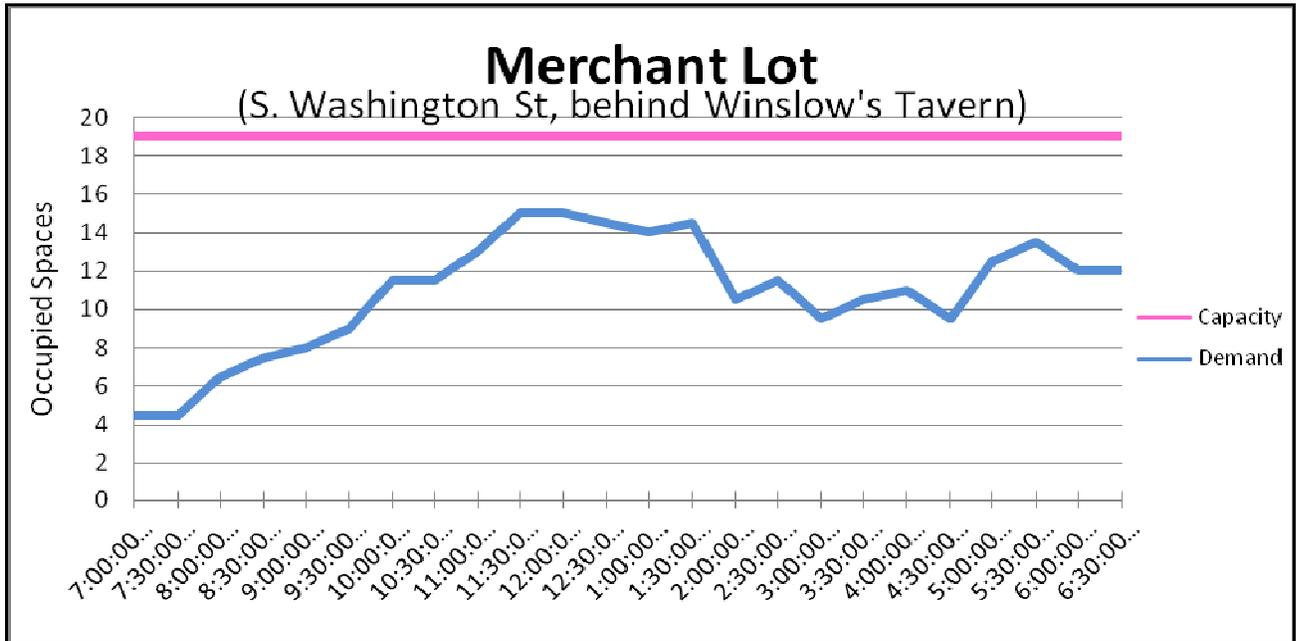
The purpose of the parking demand study was to develop a reliable “snapshot” of public parking space demand during a period of time that is representative of typical usage for those spaces. This “snapshot” can be used to gauge the demand and turn over in each lot as well as the peaking trends of the 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

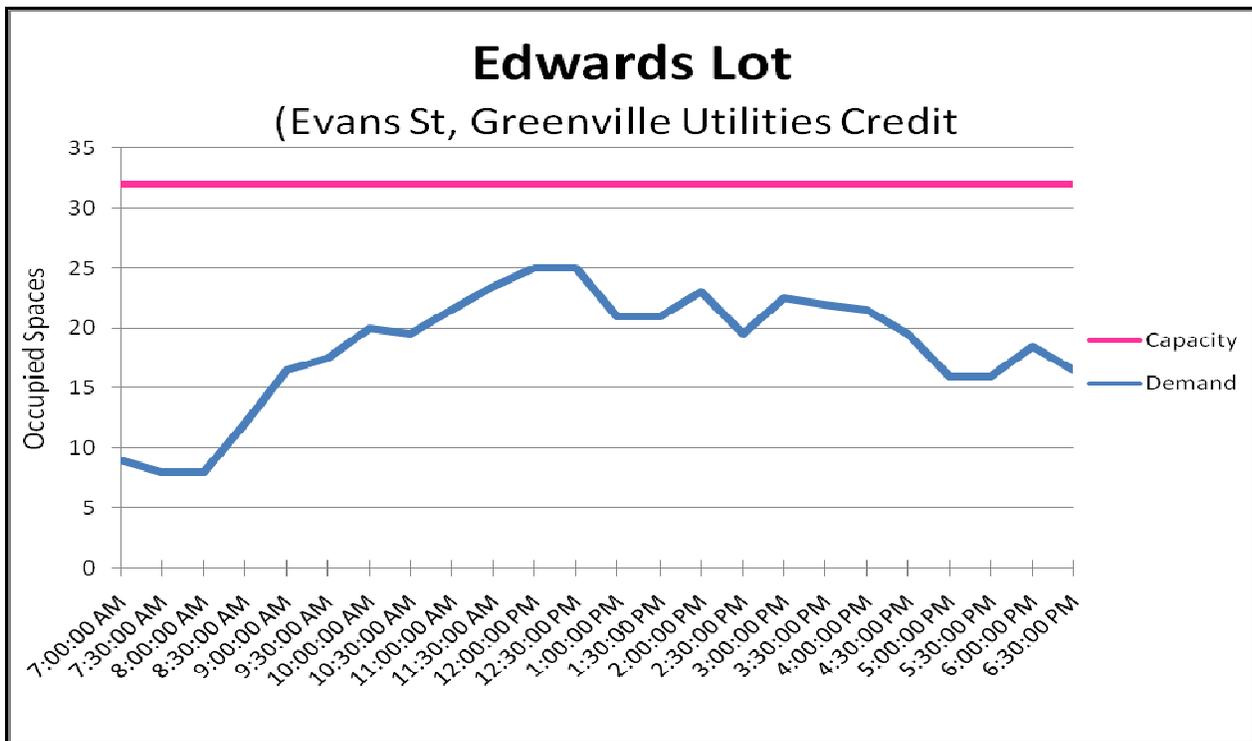


1. The pink column represents the physical capacity of each lot.
2. The blue column represents the peak parking activity within each lot.
3. The green column represents the average number of parked vehicles in the lot over the course of the 12 hour study period.

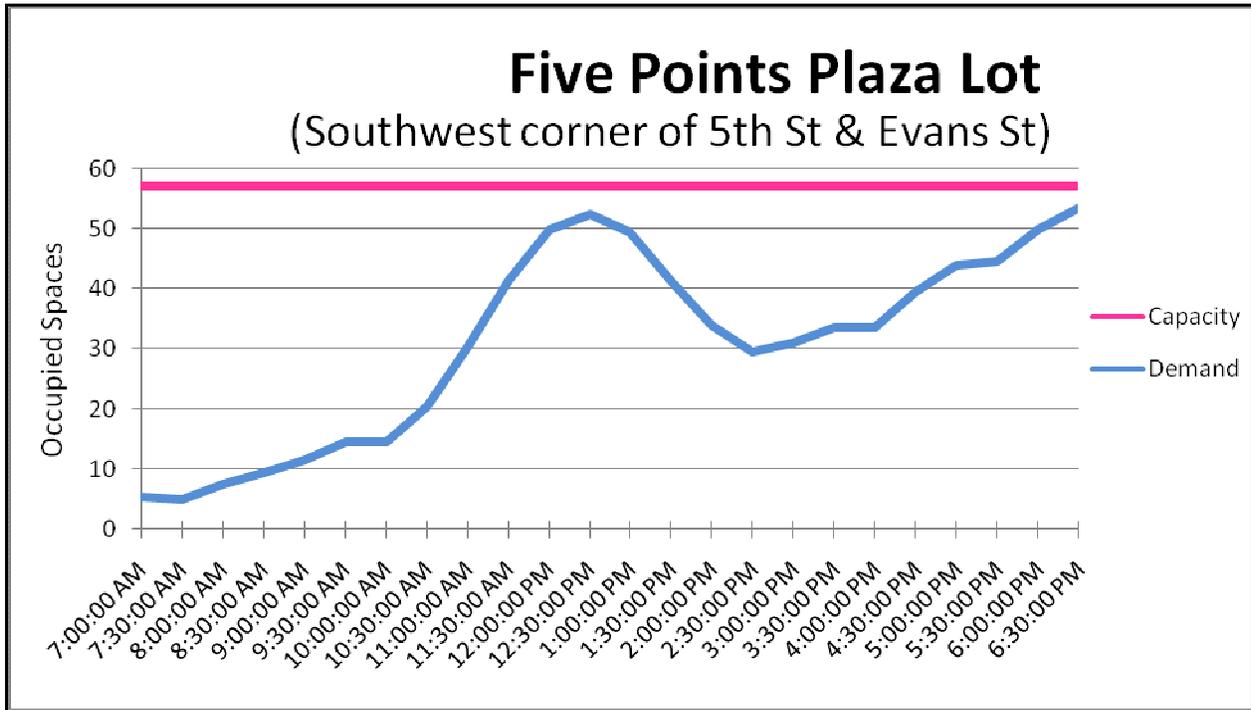
3.02. (a) Merchant Lot



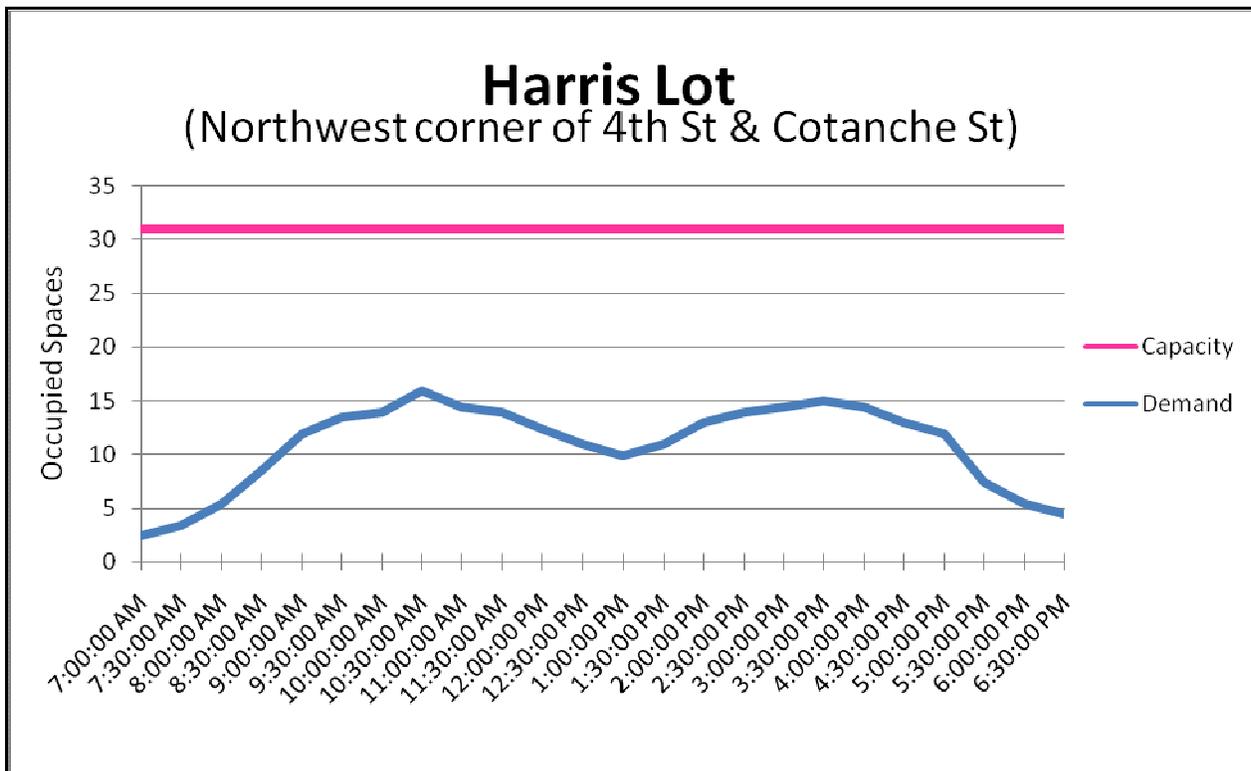
3.02. (b) Edwards Lot



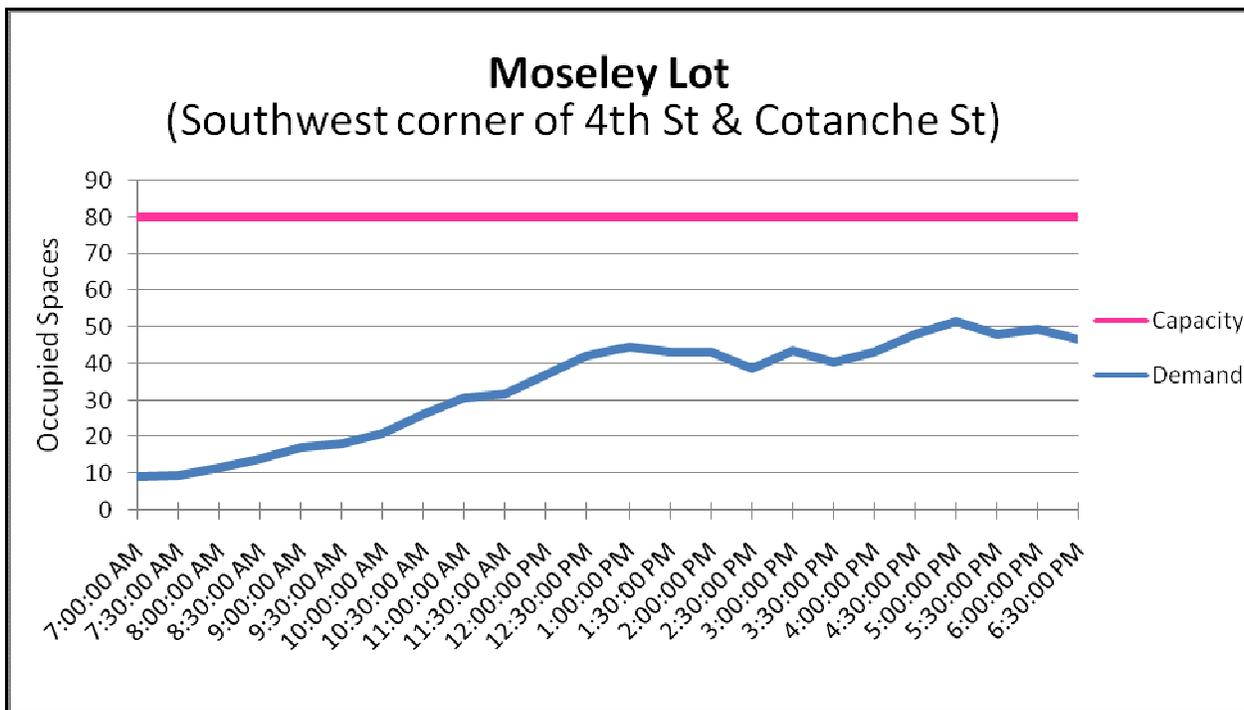
3.02. (c) Five Points Plaza Lot



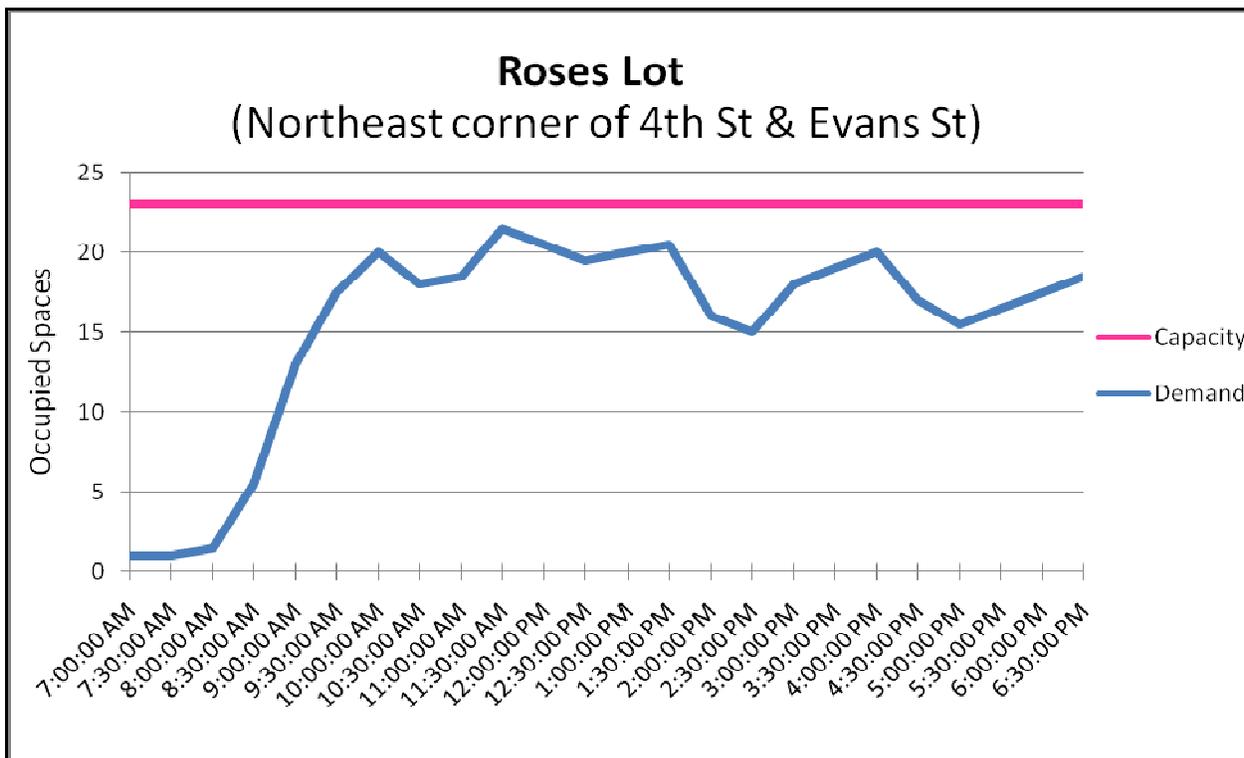
3.02. (d) Harris Lot



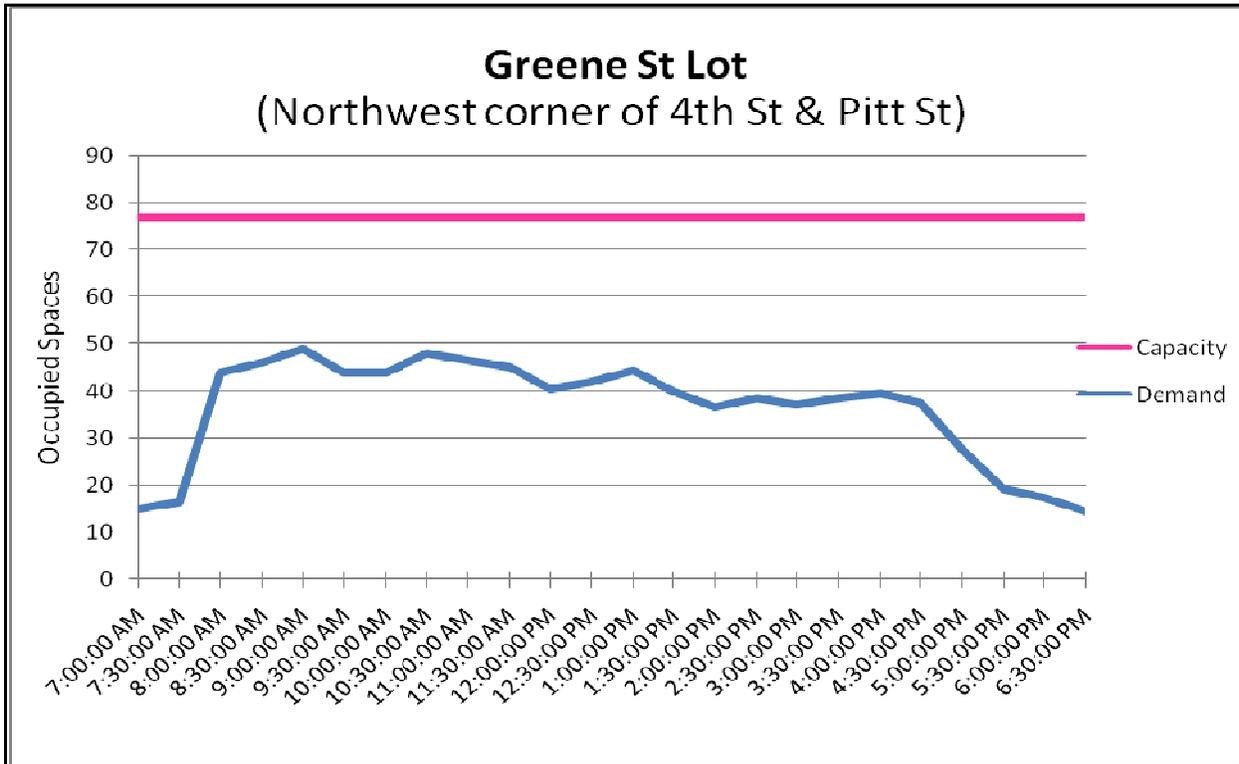
3.02. (e) Moseley Lot



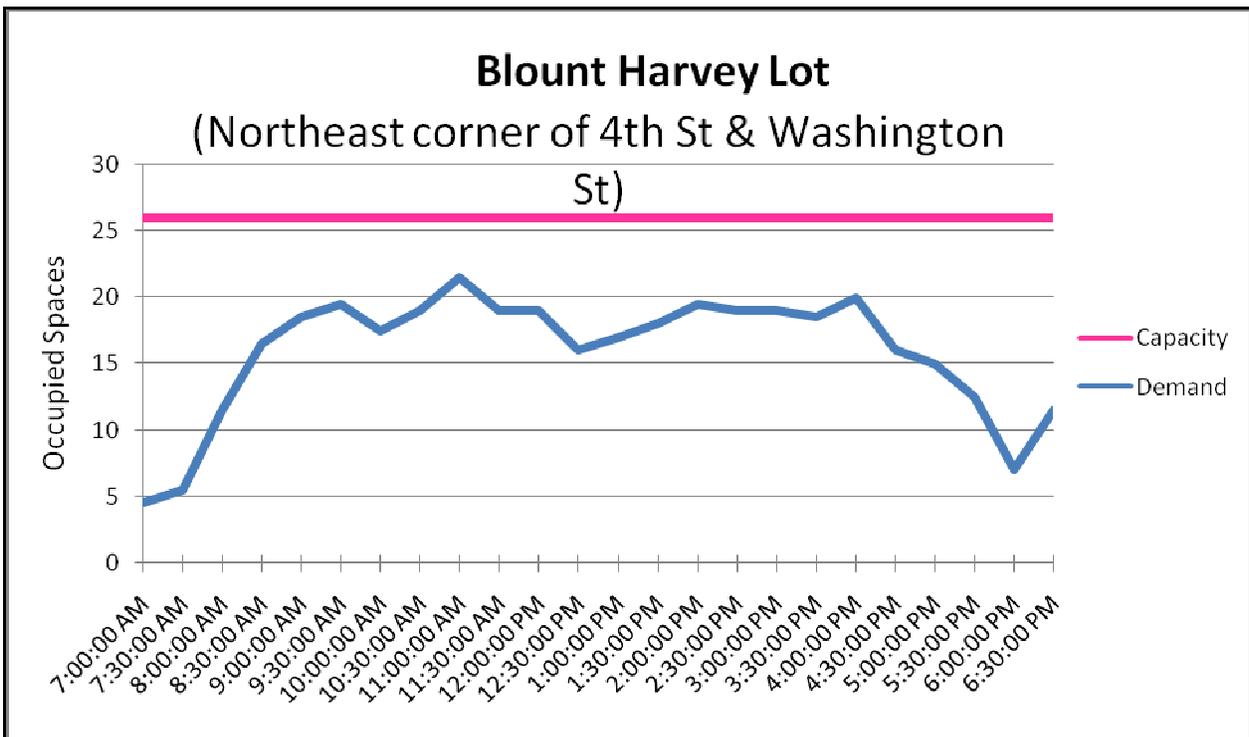
3.02. (f) Roses Lot



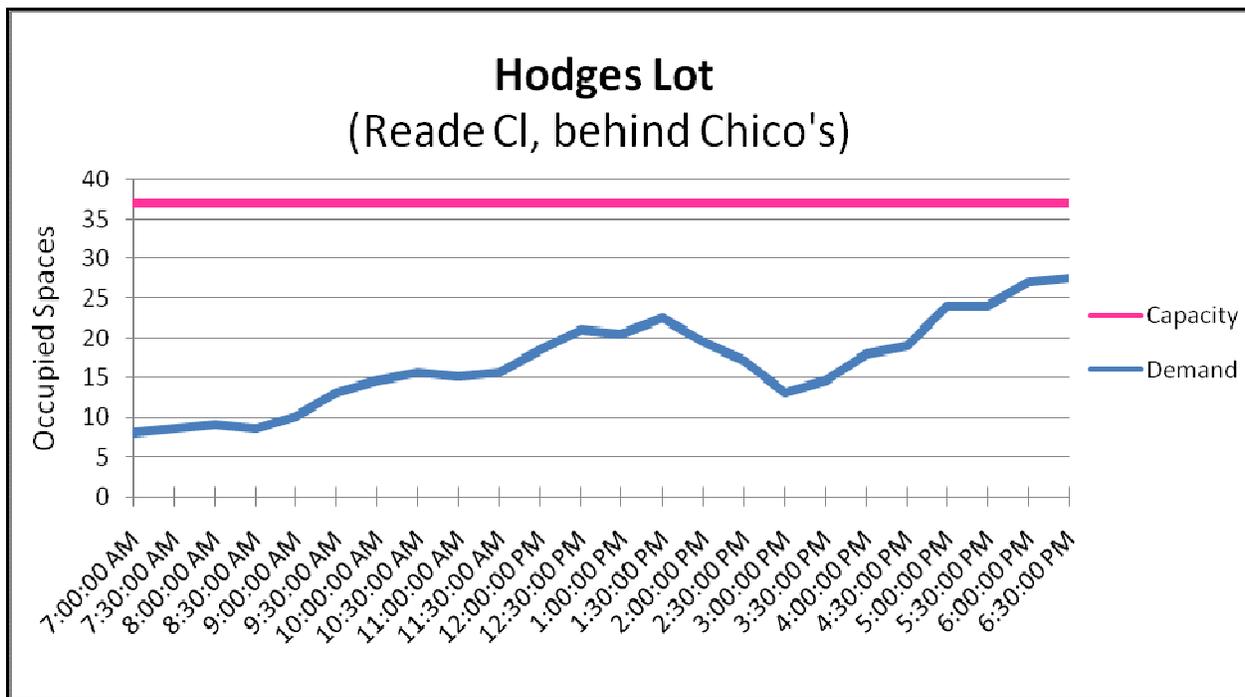
3.02. (g) Greene Street Lot



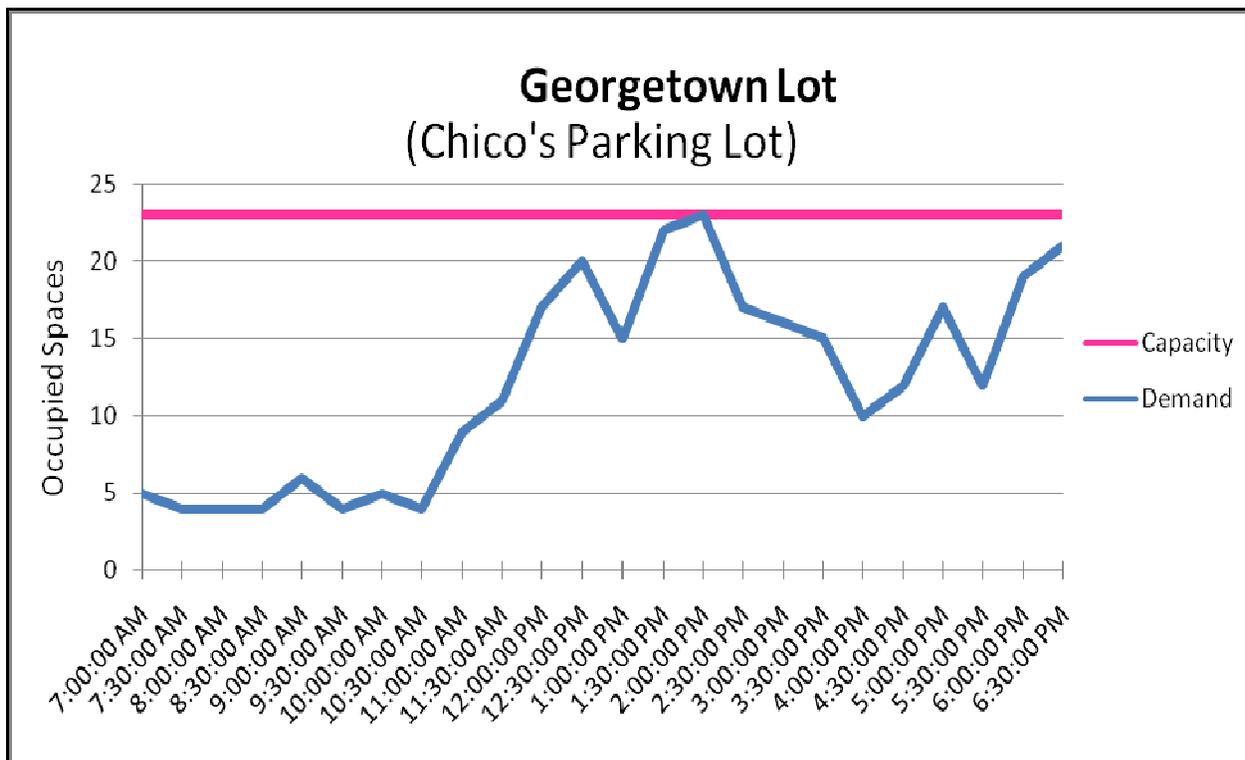
3.02. (h) Blount Harvey Lot



3.02. (i) Hodges Lot

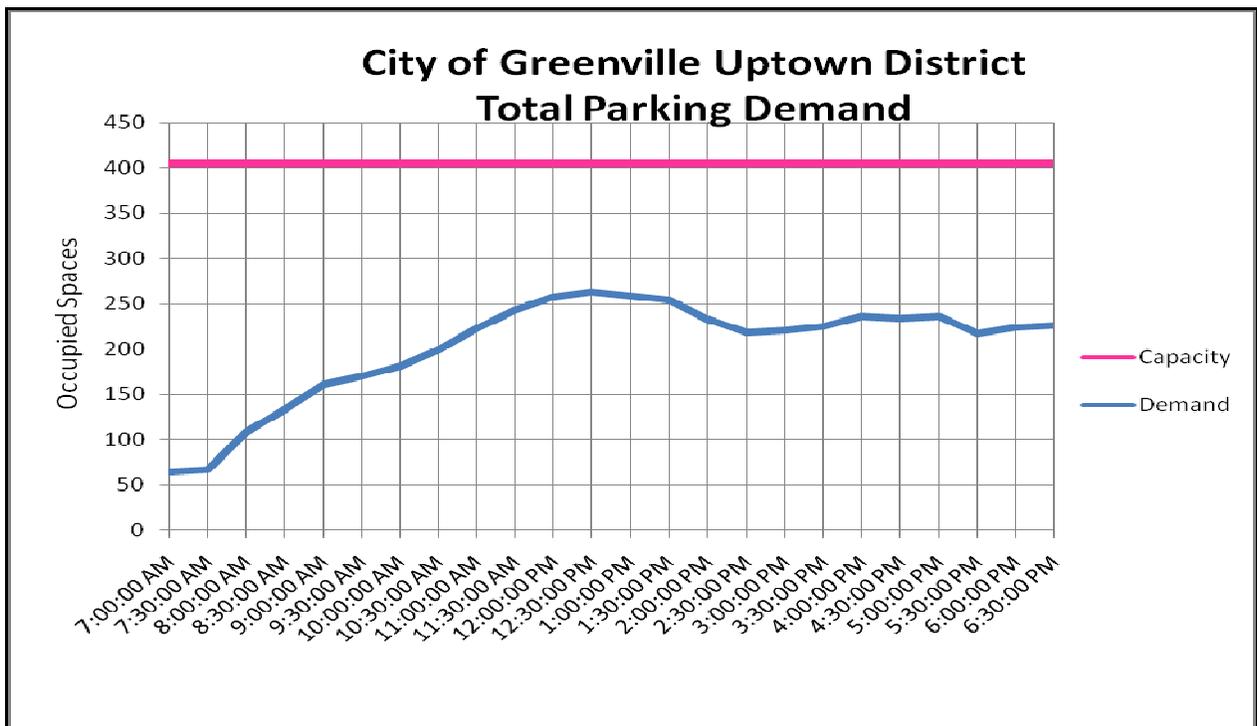


3.02. (j) Georgetown Lot



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:

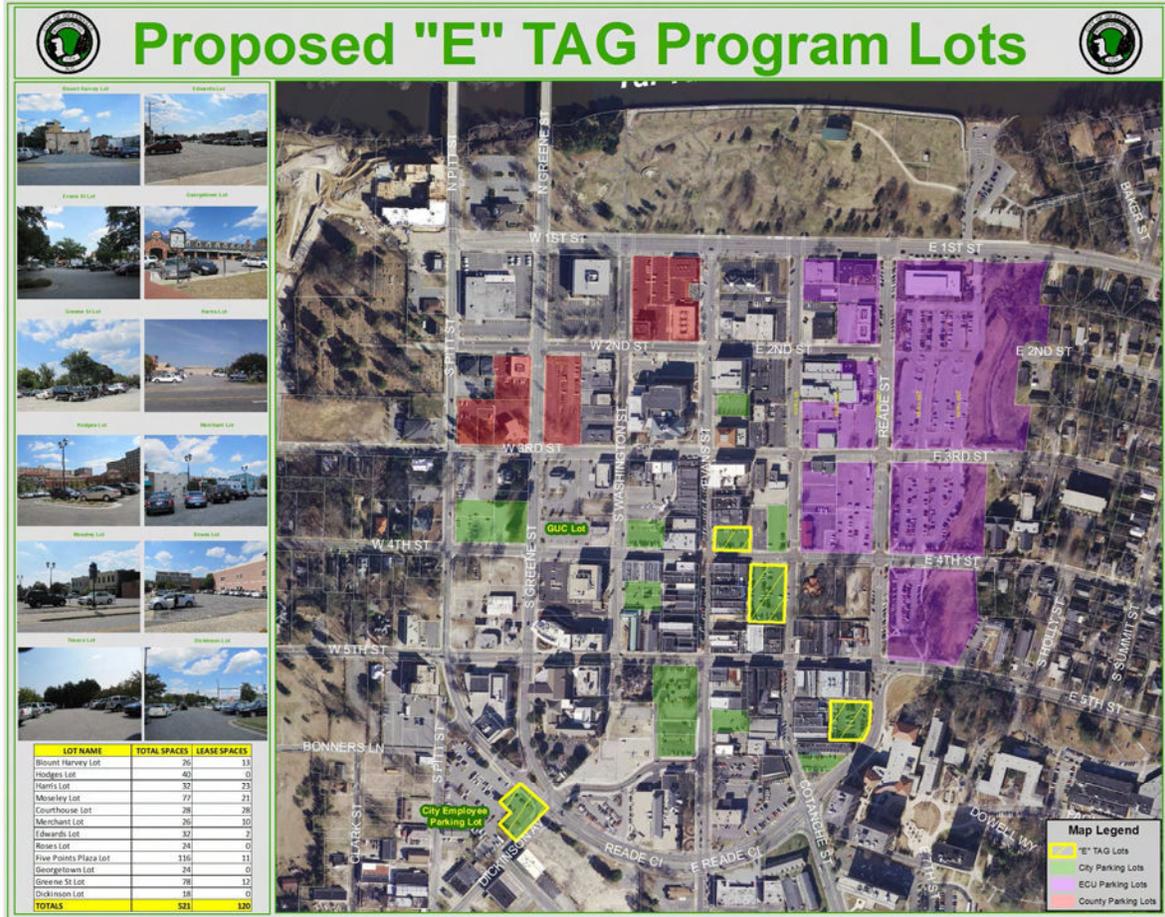
- It is clear that businesses and building owners in the Uptown District desire additional parking that is proximate to their businesses. While current parking data suggests that Uptown area parking has not exceeded demand, it would not take many additional parking demand generators to quickly overcome 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

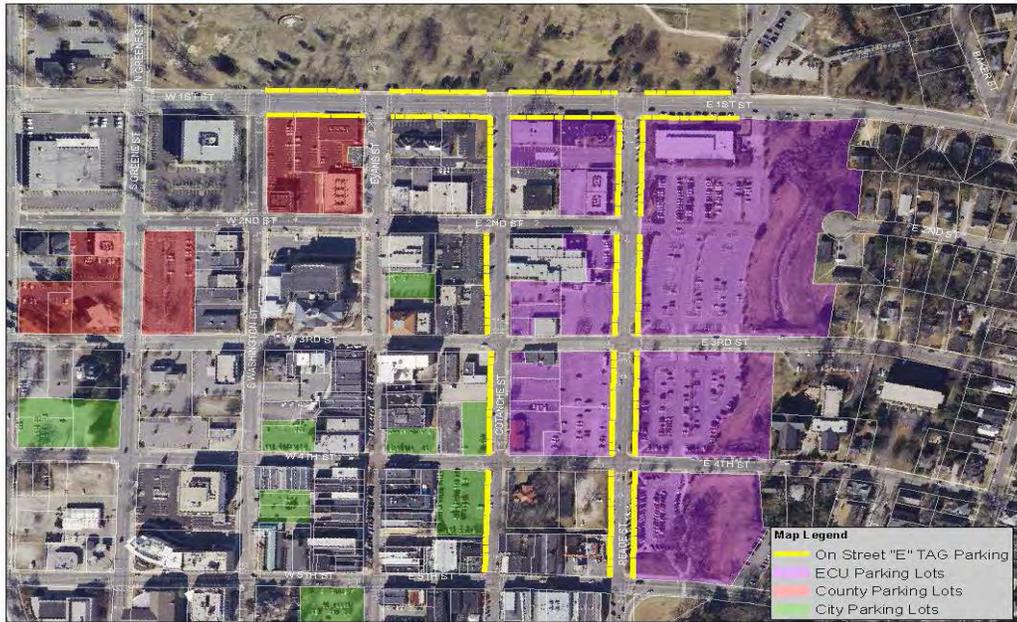
During the course of several Uptown District public parking meetings, members of the ad hoc parking committee learned from Uptown business and building owners the difficulties that area employees and tenants were having with the City’s current public parking offerings. For an Uptown resident or employee, 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.

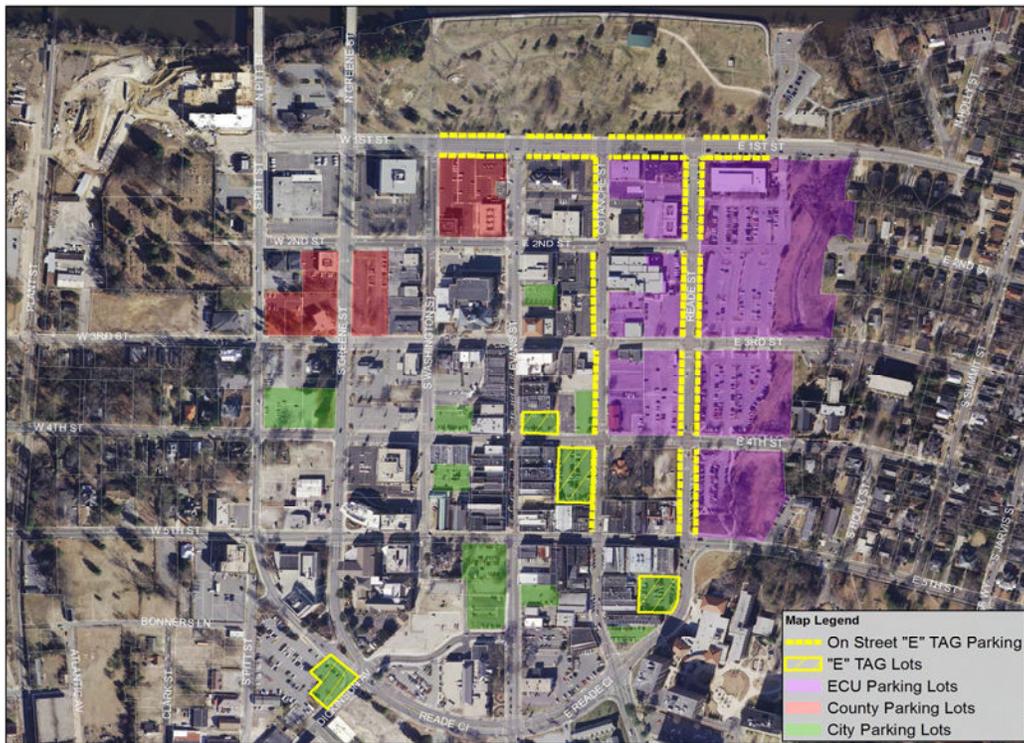
4.03. Proposed "E-Tag" Program Lots



4.04. Proposed "E-Tag" On Street Parking



4.05. Proposed "E-Tag" Combined Parking



4.06. Uptown Parking as a Commodity

Among the definitions provided by the Merriam Webster dictionary for the word “commodity” are *something useful and valued* and, *an economic good*. Both definitions apply to parking in Uptown Greenville as evidenced by the willingness of businesses employees and their patrons to park for free where they can but to pay for parking when necessary. Based on public comment and research on best practices completed during the 15 month study of Uptown District parking, the ad hoc parking committee concluded that a mix of parking at different price points was the best way to serve parking patrons in the Uptown District. Parking price points should be set based on factors including demand, proximity to heavily visited destinations, and level of access to a particular space. For instance, a lease parking space close to the core of the Uptown District should have a higher value than an “E” Zone parking space several blocks away from the core. Likewise, a metered space immediately adjacent to the County Courthouse should have a higher value than a lease space several blocks away from the Courthouse.

The following is a proposed pricing structure for Uptown District parking:

Option	Cost
Lease rate per space	\$42/month or \$504/year
“E” Tag program	\$90/6months or \$150/year
Metered parking	\$.75/hr, \$6/day, \$180/month, \$2,160 year
2-hour on-street and 2-hour surface lot parking	Free but turnover must be maintained through the use of overtime parking fees.
Overtime Parking Citations	\$10.00 (proposed)

4.07. Parking Citation Fees: Greenville Compared to Other Parking Authorities

	GREENVILLE	ECU	WILMINGTON	RALEIGH	ASHEVILLE
Overtime	\$5.00	\$15.00	\$10.00	\$12.00	\$10.00
Loading Zone	\$15.00	\$20.00	N/A	\$20.00	\$10.00
Handicap	\$100	\$250.00	\$250.00	\$100.00	\$250.00
Fire Lane	\$50.00	\$25.00 Tow	\$50.00	N/A	\$35.00
No Parking Zone	\$20.00	\$20.00	\$20.00	\$20.00	\$10.00
Illegal Use of Permit	New	\$50.00 Tow	N/A	N/A	N/A



4.08. Greenville Parking Fees: Current vs. Proposed

Based on a comparison of Greenville’s parking citation fee schedule as compared to other regional jurisdictions, it is apparent that Greenville’s fee schedule is priced below the market. Greenville parking enforcement personnel report from the field that parking patrons all too frequently are willing to take the risk of receiving a \$5 overtime parking citation in lieu of paying for hourly parking or complying with time limited parking in free public parking lots. Higher parking citation fees are a common tool used to gain compliance with parking policies and the ad hoc parking review committee recommends that the City of Greenville update their parking citation fee schedule such that it is more in line with other jurisdictions in the region.

Current	Proposed
Overtime Parking: \$5.00	Overtime Parking: \$10.00
Loading Zone: \$15.00	Loading Zone: \$25.00
30’ from Intersection: \$20.00	30’ from Intersection: \$25.00
30’ from Stop Sign: \$20.00	30’ from Stop Sign: \$25.00
No Parking Zone: \$20.00	No Parking Zone: \$25.00
Parking on Sidewalk: \$20.00	Parking on Sidewalk: \$25.00
Handicap Space: \$100.00	Handicap Space: \$125.00
Fire Lane: \$50.00	Fire Lane: \$100.00

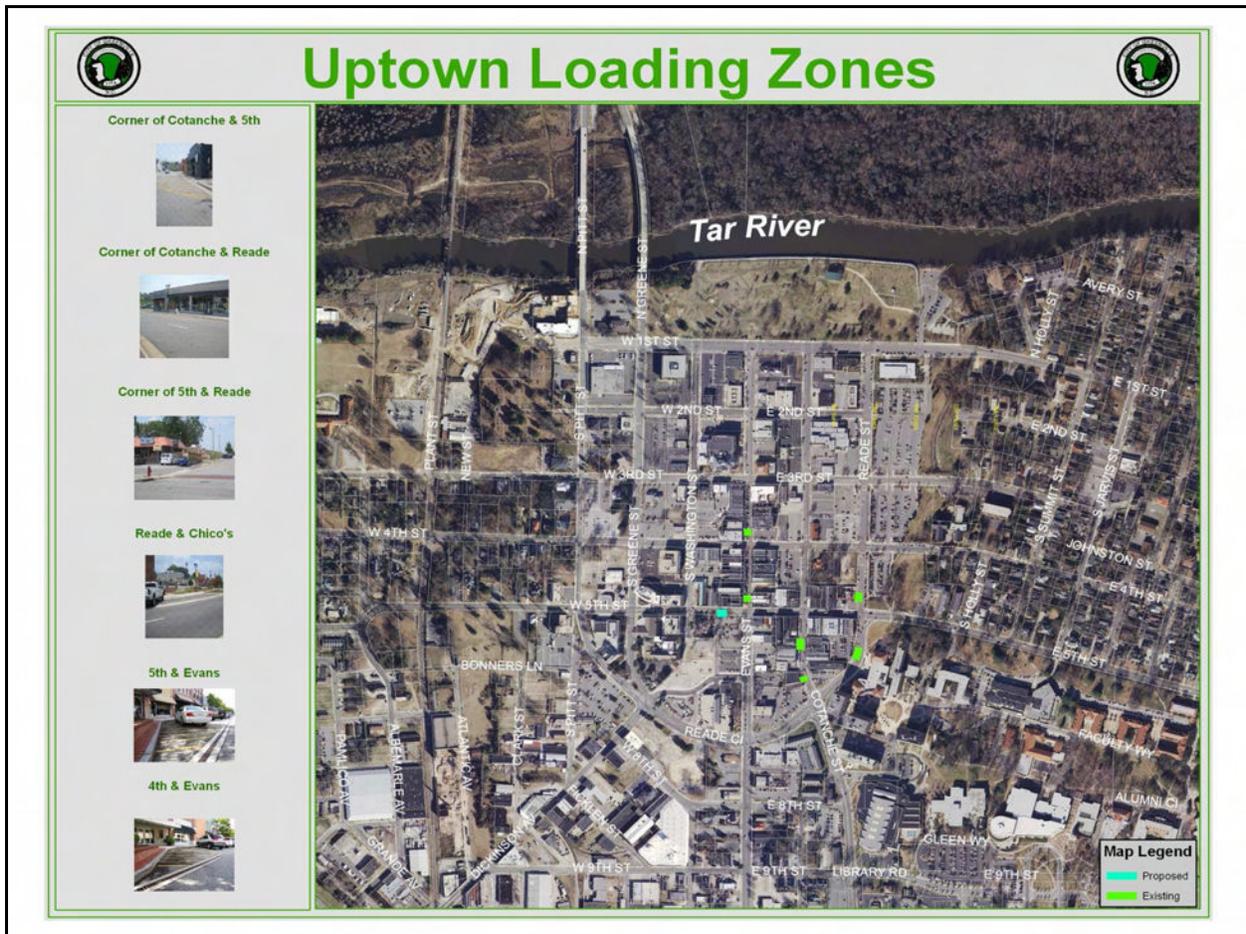


4.09. Importance of Loading Zones

Access to loading zones for the delivery of supplies and fresh goods are a vital part of the business cycle for Uptown Commercial District businesses. During each of the public parking forums, Uptown businesses made it clear that maintaining access to loading zones was a high priority. Results from the business and property owner survey conducted by the Uptown Greenville organization revealed that the majority of Uptown businesses receive deliveries of some sort, and that most of those deliveries take place during the morning hours.

A review of the City's six existing loading zones in the Uptown District as depicted in Figure 4.10 below indicated adequate loading zone coverage throughout the core of the district. One notable exception that was discovered was in the area of Evans and Fifth Streets where deliveries to the handful of restaurants near the intersection were being made by trucks illegally parked in the roadway. Due to the danger presented by this practice, Greenville Traffic Services has developed an additional loading zone at Five Points Plaza for use by these businesses.

4.10. Uptown Loading Zone Locations



4.10. Uptown Parking Website

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. For instance, information regarding fess for parking citations is found on the Greenville Police Department web site while information on how to pay those same fines is found on the City’s Financial Services Department web page. 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.

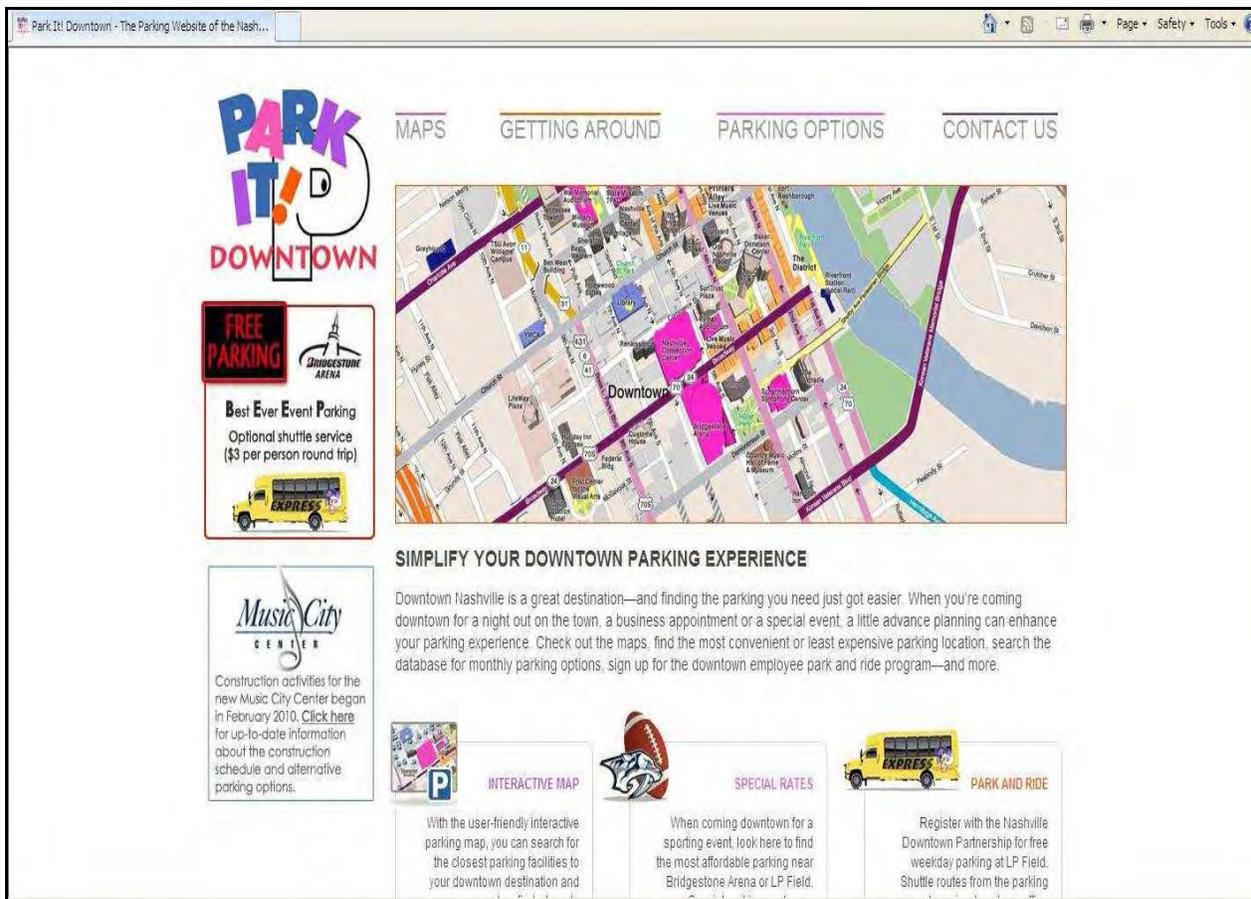
4.11 (a) Where We Are...

The screenshot shows the City of Greenville website. At the top, there is a navigation bar with links for 'About', 'City Directory', 'Services', and 'Sitemap'. Below this is the city logo and the text 'CITY OF GREENVILLE, NC' with a tagline: 'is dedicated to providing all citizens with quality services in an open, ethical manner, insuring a community of distinction for the future.' A secondary navigation bar includes 'Home', 'Residents', 'Businesses', 'Visitors', 'Departments', 'eServices', and 'Employment'. The main content area is titled 'Financial Services' and features a sub-section 'Parking In The City of Greenville'. This section includes 'Parking Fines' with a detailed paragraph explaining the purpose of parking fines and enforcement procedures. Below this, there is a 'Frequently Asked Questions' section with a link to 'ECU Rules & Guidelines www.ecu.edu/parking'. A red heading 'New Parking Restrictions for The Tar River University Neighborhood' is followed by a paragraph detailing new parking patterns north of the university and the location of public works offices. A left-hand navigation menu lists various city services and documents.



4.11 (b) Where We Want to Be...

A consolidated parking web site would allow current and potential Uptown parking patrons to visit a “one stop shop” where they could be directed to the City’s public parking resources, apply to lease a parking spot or pay an overtime parking citation through an on-line payment system. Development of such a centralized web site could be done within the parameters of the City’s current web hosting infrastructure, and would also still allow for individual City departments to maintain parking related information on their web pages.



4.13. Parking Decks

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. For instance, parking at the Five Points Lot at Fifth and Evans Streets along with most of the other parking spaces near that intersection are at or near capacity during dinner hours on most Thursday, Friday and Saturday nights. In the coming years, the City hopes to renovate and reopen the former State Theatre located across from the Five Points Lot. The theatre's proposed seating capacity is between 150 – 200 patrons depending upon the type of performance. On the night of a performance, the demand from theatre patrons alone would overcome the City's parking resources in the area leading to unsatisfactory parking experiences for both restaurant customers and theatre patrons alike.

Construction of a centralized public parking deck would be a proactive signal to existing and new business interests that the City will not permit a lack of parking resources to be a barrier to continued revitalization of the Uptown District. It should be noted that construction of a parking deck is an expensive endeavor. Prior to the City of Greenville moving forward with a parking deck in the Uptown District, there are a number of considerations that should be addressed. These include the construction cost of a parking deck which can be as much as \$12,500 per space, the need for a large, relatively level building site and the fact that security issues are often common within decks. As an example, Figure 4.13(a) below provides a realistic cost model of for a medium size parking deck that might be constructed on an existing City parking lot.

4.13. (a) Parking Deck Cost Model

Construction Expenses:

- ❖ Deck – 256 spaces on 4 floors
- ❖ Hard cost - \$3.2 million
- ❖ Soft Cost - \$384,000
- ❖ Total Cost - \$3,584,000

Operating Revenues:

- ❖ Private spaces – 64@\$60 per month (available 24 hours/day to lessee)
- ❖ Hourly spaces – 64 (\$1/hour and free on Sunday and Mon,Tues, Wed, evenings)

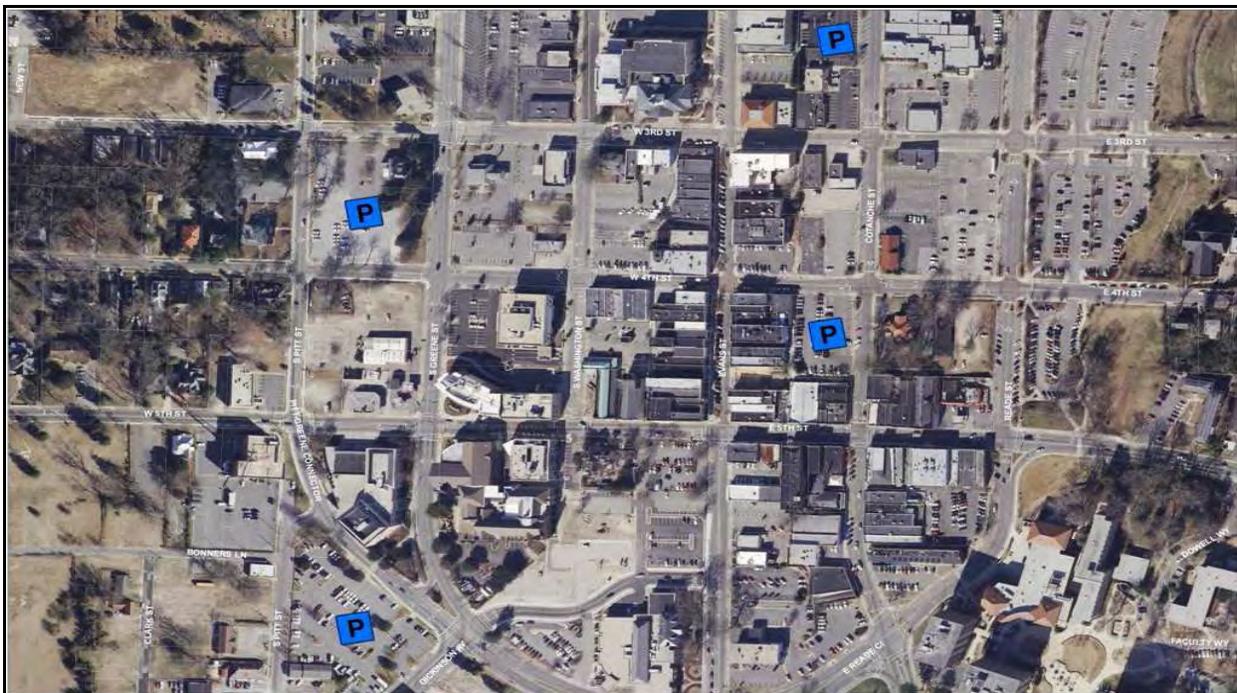


- ❖ Lease spaces – 128 @\$40 per month (Leased Mon – Fri 7-5 – convert to hourly Thurs, Fri and Sat nights)
- ❖ Total revenue minus yearly operating cost – \$200,792
- ❖ Total revenue yields borrowing power of – \$2,282,000
- ❖ Remaining gap - \$1,302,000

4.13. (b) Potential Deck Sites

Site geometry is one of the most important factors in determining the location for a parking deck. Typically, a two bay parking deck requires a width of no less than 64 feet and a length of at least 260 feet. Additionally, an optimal parking deck site layout would provide ingress and egress opportunities along at least two streets.

The current City controlled parking lot locations depicted in Figure 4.13(b) below meet the general requirements for location of a parking deck. No investigation has been completed to determine if geologic conditions on the sites could support the construction of a parking deck.

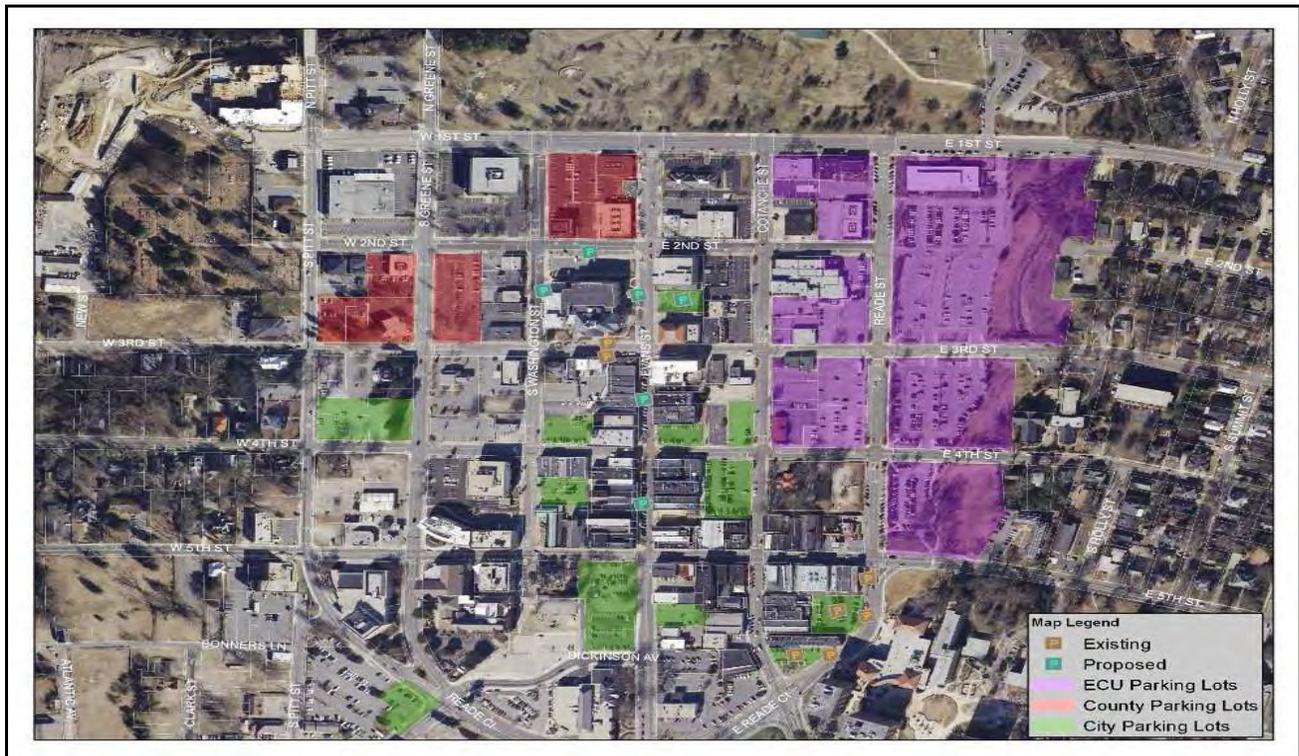


4.14. Parking Pay Stations

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. Use of parking pay stations around the courthouses will allow on-street spaces to remain open for short term visits, while pushing courthouse employees and other longer term parking patrons to their assigned spaces or to lots designated for longer duration use. It is anticipated that installation of additional pay stations in the courthouse area will be times to coincide with the addition of parking spaces along the First Street corridor in order to provide additional long term parking options for courthouse employees and patrons.

Figure 4.14(a) below illustrates propose locations for the next phase of parking pay station installation.

4.14 (a). Parking Pay Station Locations

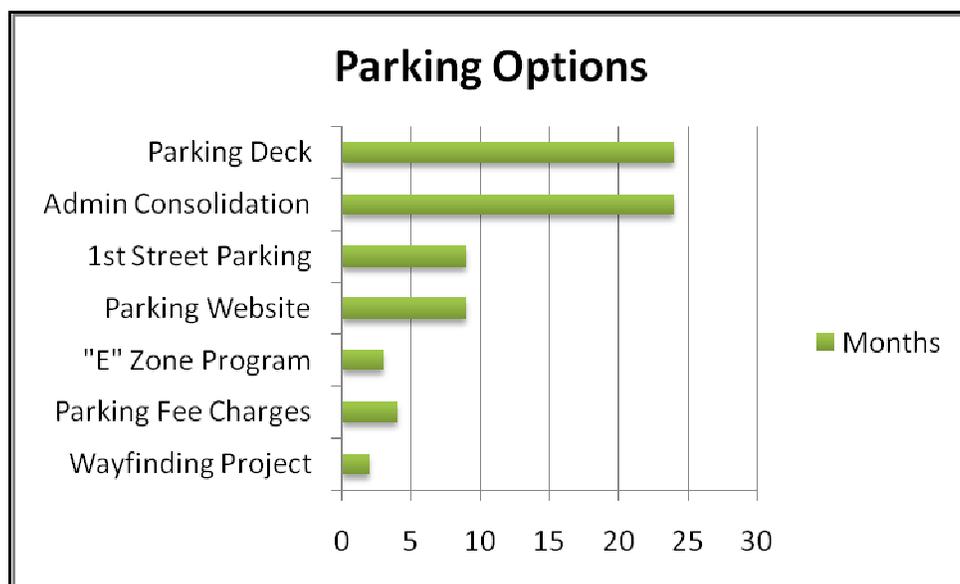


4.15. *Parking Wayfinding System Installation*

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. Such a system was recommended as part of the Center City – West Greenville Streetscape Master Plan and has been given a high priority by both the Redevelopment Commission and the Greenville City Council. Once complete, the wayfinding system will help visitors and residents to navigate throughout the city using all modes of transportation. Motorists will be directed to the Uptown District by the sign system and once arriving in the district, those motorists will be able to follow parking trailblazer signs to public parking lots around the Uptown District. The system also includes parking lot signs with the rules of use as well as a listing of proximate destinations. Once leaving a parking lot, pedestrians will be able to pick up a pedestrian wayfinding system that will guide them to various venues and destinations throughout the Uptown District. Construction of the project is under way and will be completed in the early spring of 2012.

4.16. *Implementation Timelines*

In accordance with public input that asked for the City to view parking management as an ongoing responsibility, the ad hoc parking review committee categorized the Uptown District parking improvement strategy recommendations into short, mid, and longer term tasks ranging from four three months for a short term task to 24 months for a long term task. Figure 4.16 below provides an overview of implementation times for the various tasks.





City of Greenville, North Carolina

Meeting Date: 9/8/2014
Time: 6:00 PM

Title of Item: Consideration of the purchase of real property for utilization at Greenville Utilities Commission's Compressed Natural Gas Fueling Facility

Explanation: **Abstract:** Greenville Utilities Commission (GUC) seeks approval to purchase real property for the construction of a Compressed Natural Gas Fueling Facility.

Explanation: GUC has identified a property suitable for the construction of the Compressed Natural Gas Fueling Facility that meets the proximity criteria of the project's anchor load, Waste Industries, Inc. The recommended property is located between Belvoir Highway and Easy Street off of Memorial Drive, and the owner has agreed to a purchase price of \$175,000. This purchase price is well within the budgeted amount of \$200,000.

The GUC Board of Commissioners approved the purchase of said real property at its August 21, 2014 regular meeting and recommends similar action by City Council.

Fiscal Note: No costs to the City.

Recommendation: Approve the purchase of real property for the construction of a Compressed Natural Gas Fueling Facility Site

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

Attachments / click to download

[Proposed CNG Site](#)




 Greenville Utilities
 P.O. Box 1847
 Greenville, NC 27835
 (252) 752-7166
 Fax (252) 329-2172



City of Greenville c/o Greenville Utilities

Greenville, Pitt County, North Carolina

Parcel: 035916
Date Created: 8/7/2014
Scale: 1 inch = 200 feet
Design: CHS
Drawn: JAC
Checked: CHS

Disclaimer:
 1) This map was created for illustrative purposes only.
 2) This map is not a certified survey and has not been reviewed by a local government agency.
 Basemap data source: Pitt County Planning Department



City of Greenville, North Carolina

Meeting Date: 9/8/2014
Time: 6:00 PM

Title of Item: Contract with The East Group, P.A. for on-call architectural/engineering services

Explanation: **Abstract:** This is a contract to provide on-call architectural/engineering services with The East Group, P.A. for low-cost projects and studies that the City does not have the expertise to perform or cannot perform due to workload. The period of the contract will be for a two-year period from the date the contract is executed, which may be extended for an additional year. The maximum value of the contract is \$500,000.

Explanation: In June 2014, the Public Works Department issued a request for qualifications for on-call architectural/engineering services. The purpose of the request was to obtain a contract with a firm for architectural/engineering services for low-cost projects that the Department does not have the expertise to perform or cannot perform due to workload.

The latest on-call contract was with JKF Architecture expired in March 2014. Both Public Works and Community Development used this contract to obtain design and study services. A second on-call contract with Rivers & Associates for civil engineering services expired in January 2014. A request for qualifications for civil engineering services will be issued under a separate contract. The distinction between the two contracts is that the on-call architectural services will handle projects generally associated with vertical construction (i.e. building renovations, roof improvements, new small building construction, generator replacements, security fencing, and building structural repairs), and the on-call civil engineering services will generally handle projects associated with horizontal construction (i.e. roadway design/projects, drainage assessments/projects, and pedestrian improvements).

Seven firms submitted qualifications on July 11, 2014. The seven firms submitting qualifications were:

- The East Group, P.A.
- Oakley Collier Architects

- JKF Architecture
- Stroud, Pence, & Associates, LTD.
- MHAworks
- Rooftop Systems Engineers, P.C.
- BW Architecture

The most qualified firm was determined to be The East Group, P.A. The contract is for on-call services for a two-year period from the date the contract is executed, which may be extended for an additional year. Staff, based on anticipated workload over the next two years, recommends a maximum value or authorization level of \$500,000. The authorization level is not a guarantee of work; it is a not-to-exceed amount. City Council can increase the authorization at some point in the future if necessary to meet City requirements.

The City's Retention of Professional and Other Services Policy states that architectural/engineering services contracts under \$5,000 can be approved by the Department Head. Informal Solicitation projects greater than \$5,000 and less than \$50,000 and Formal Solicitation projects greater than \$50,000 and less than \$100,000 can be approved by the City Manager. All contracts greater than \$100,000 are approved by City Council. Any work to be accomplished pursuant to this contract will be work where the project involves architectural/engineering services which are less than \$50,000 and will be approved by the Public Works Director if \$5,000 or less or the City Manager if between \$5,000 and \$50,000.

Fiscal Note:

Funds for each order come from the requesting department's budget or from approved Capital Improvement Program and Facility Improvement Program projects. The maximum value of the contract is \$500,000.

Recommendation:

Award the attached contract for on-call architectural/engineering services to The East Group, P.A. in an amount not to exceed \$500,000.

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

Attachments / [click to download](#)

 [Architectural Engineering Agreement](#)

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



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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

The East Group, P.A. _____ (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

On Call Architectural Services to the City of Greenville, NC for a period of 2 years from the effective date of the Agreement, which may be extended for an additional year by the Owner, in its sole discretion.

("Project").

Engineer's Services under this Agreement are generally identified as follows:

Provide on call architectural services to supplement the Department of Public Work's Engineering Division for small low cost projects and studies.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. 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. A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. B. Owner shall pay Engineer as set forth in Exhibit C.
- 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. A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. 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. 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. 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. 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. 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. 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. A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. E. *Compliance with Laws and Regulations, and Policies and Procedures:*
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. 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.
- M. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. A. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. For the purpose of this agreement, where "Engineer" is written, it shall mean "Architect".
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. A. Exhibit A, Engineer's Services.
- B. B. Exhibit B, Owner's Responsibilities.
- C. C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. E. Exhibit E, Notice of Acceptability of Work.
- F. F. Exhibit F, Construction Cost Limit.
- G. G. Exhibit G, Insurance.
- H. H. Exhibit H, Dispute Resolution.
- I. I. Exhibit I, Limitations of Liability.
- J. J. Exhibit J, Special Provisions.
- K. 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. 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. 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. 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.

8.05 *E-Verify Compliance:*

- A. The Engineer shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Engineer furnishes services, programs or goods to the owner utilizing a subcontract, the Engineer shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The Engineer represents that the Engineer and its subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Greenville

Engineer: The East Group, P.A.

By: Allen M. Thomas

By: Richard Johnson, AIA, LEED AP BD+C

Title: Mayor

Title: Principal Architect

Date _____

Date _____

Signed: _____

Signed: _____

Engineer License or Firm's
Certificate No. _____

State of: North Carolina

Address for giving notices:
1500 Beatty Street

Address for giving notices:
324 Evans Street

Greenville, NC

Greenville, NC 27858

Designated Representative (Paragraph 8.03.A):

Mike Watson

Title: Building Facilities Coordinator

Phone Number: 252-329-4921

Facsimile Number: 252-329-4844

E-Mail Address: mwatson@greenvillenc.gov

Designated Representative (Paragraph 8.03.A):

Richard Johnson, AIA, LEED AP BD+C

Title: Principal Architect

Phone Number: 252-758-3746

Facsimile Number: 252-830-3954

E-Mail Address: richard.johnson@eastgroup.com

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

This is **EXHIBIT A**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 This contract is for on-call services for two years from the effective date of the agreement. The Owner, in its sole discretion, may extend this period for an additional year by providing notice of the extension to the Engineer in writing. The Engineer shall provide all or some of the basic services as set forth below when directed by task order:

1. Typical work may include:

Developing and obtaining approval of Scopes of Work for various types of City projects to include, but not limited to, roof repairs for City facilities, repair/replace HVAC systems, renovate buildings or portions of buildings, and/or building expansions;

Developing Requests for Proposals;

Coordinating Selection Committees and participate in the selection process when there is not a conflict of interest;

Coordinating designs with customers, utility companies, and other interested parties;

Organizing and managing public information meetings or proposed projects;

Reviewing consultant plans, specifications, and contract documents for accuracy;

Coordinating corrections with consultants;

Monitoring design and construction schedules and working with consultants and contractors to ensure assigned project stays within timeline;

Issuing construction RFPs, reviewing contractor proposals, and make recommendations for award;

Preparing City Council agenda items for award of design and construction contracts;

Monitoring construction and verifying payouts with the contractor as well as resolve any pay item discrepancies;

(Exhibit A – Engineer's Services)

Providing field inspections during construction and determine requirements for and prepare change orders;

Designing roof repairs for City Facilities;

Designing projects to repair/replace HVAC systems;

Designing projects to renovate buildings or portions of buildings;

Designing small additions to buildings; and/or

Determining structural stability of City buildings.

2. Conduct Staff Actions including but not limited to:

Developing concepts that can be used to develop proposals to obtain consultants for high cost projects.

Developing space management plans.

3. Other City Services:

City, through its City Manager, Assistant City Manager, Director of Public Works, or City Engineer may authorize the consultant to perform such selected services on an as needed basis.

4. The engineer shall implement measures to ensure that the Consultant does not obtain any advantage in responding to a Request for Proposal for a project in which the employee of the Consultant manages or otherwise has been involved with due to any Agreement between the City and the Consultant resulting from this Request for Proposal. At a minimum, the following procedures shall be implemented and adhered to:

a. During preparation of and issuance of Design/Study RFP and selection of consulting engineer services:

No direct communication on the proposal between the employee of the Consultant assigned project management duties and the Consultant;

Any requests for information by the Consultant must be in writing addressed to the Director of Public Works to ensure any reply will be to all consulting engineer firms participating in the selection process; and Employee of the Consultant may not discuss the selection process of the results for any consulting engineering services.

(Exhibit A – Engineer’s Services)

- b. A proposal submitted by the Consultant for a project in which the employee of the Consultant manages or otherwise has been involved due to any Agreement between the City and the Consultant resulting from this Request for Proposal will not be considered as a responsible proposal in the event the Director of Public Works determines that the Consultant has not implemented or adhered to the minimum procedures set forth above or otherwise has obtained an advantage in responding to the Request for Proposal.

5. Task Orders:

The Engineer and owner will negotiate the anticipated project duration and staff hours and cost required to complete the project. The Owner will issue work to the Engineer under this contract by task order. The Engineer will not begin work on the project until the task order is executed. The task order signature authority for the owner is:

Task orders less than \$5,000; the Director of Public Works
Task orders between \$5,000 and \$30,000; the City Manager.

The Engineer is not authorized to exceed the funds identified on a task order.

6. Task orders issued under this contract will consist of the following four documents:

Exhibit A to EJCDC E-500 Dated 2008. To identify the scope of work.
Exhibit B to EJCDC E-500 Dated 2008. To identify any owner's responsibilities.
Exhibit C Compensation Packet
Signature page.

(Exhibit A – Engineer's Services)

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.

(Exhibit B – Owner's Responsibilities)

- 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,

(Exhibit B – Owner's Responsibilities)

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.

(Exhibit B – Owner’s Responsibilities)

This is **EXHIBIT C**, consisting of pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated , .

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Negotiated Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services – negotiated lump sum for each task order

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, as follows:

1. A negotiated lump sum for each task order issued to the Engineer.
2. In no event shall total compensation for services under Paragraph C2.01 be greater than \$500,000 without going to City Council for an increase in authorization level. ~~based on the following estimated distribution of compensation:~~
 - a. ~~Study and Report Phase~~ _____ \$ _____
 - b. ~~Preliminary Design Phase~~ _____ \$ _____
 - c. ~~Final Design Phase~~ _____ \$ _____
 - d. ~~Bidding or Negotiating Phase~~ _____ \$ _____
 - e. ~~Construction Phase~~ _____ \$ _____
 - f. ~~Post Construction Phase~~ _____ \$ _____
3. ~~Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C2 below.~~
4. ~~The total estimated compensation for Engineer’s services included in the breakdown by phases as noted in Paragraph C2.01.A3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer’s Consultants’ charges.~~
5. ~~The amounts billed for Engineer’s services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer’s employees times Standard Hourly Rates for each applicable billings class, plus Reimbursable Expenses and Engineer’s Consultants’ charges.~~

Exhibit C – Compensation Packet BC-2: Basic Services (other than RPR) – Lump Sum Method of Payment

~~6. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of _____) to reflect equitable changes in the compensation payable to Engineer.~~

~~C2.02 Compensation For Reimbursable Expenses~~

- ~~B. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.~~
- ~~C. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project related items in addition to those required under Exhibit A. In addition, of authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.~~
- ~~D. The amounts payable to Engineer for Reimbursable Expenses will be the Project related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor or _____.~~

~~C2.03 Other Provisions Concerning Payment~~

- ~~E. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor or _____.~~
- ~~F. Factors. The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.~~

Exhibit C – Compensation Packet BC-2: Basic Services (other than RPR) – Lump Sum Method of Payment

~~G. *Estimated Compensation Amounts:*~~

- ~~1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.~~
- ~~2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount when such services are completed. If Owner decides not suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall be paid for all services rendered hereunder.~~

H. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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 F**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Construction Cost Limit

Paragraph 5.02 of the Agreement is supplemented to include the following agreement of the parties:

~~F5.02—*Designing to Construction Cost Limit*~~

- ~~A. Owner and Engineer hereby agree to a Construction Cost limit in the amount of \$_____.~~
- ~~B. A bidding or negotiating contingency of _____ percent will be added to any Construction Cost limit established.~~
- ~~C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.~~
- ~~D. Engineer will be permitted to determine what types and quality of materials, equipment and component systems are to be included in the Drawings and Specifications. Engineer may make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit.~~
- ~~E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer. In such cases, Owner shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.~~
- ~~F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.~~

Page 1

(Exhibit F – Construction Cost Limit)

EJCDC E-500 Agreement Between Owner and Engineer for Professional Services.

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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. Professional Liability --
 - 1) Each Claim Made: \$1,000,000
 - 2) Annual Aggregate: \$2,000,000
- f. 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:

E-Verify Affidavit

STATE OF NORTH CAROLINA

AFFIDAVIT

CITY OF GREENVILLE

I, _____ (the individual attesting below), being duly authorized by and on behalf of
_____ (the entity bidding on project hereinafter "Employer") after first being duly sworn
hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This ____ day of _____, 20__.

Signature of Affiant
Print or Type Name: _____

State of North Carolina City of _____

Signed and sworn to (or affirmed) before me, this the ____
day of _____, 20__.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

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: _____



City of Greenville, North Carolina

Meeting Date: 9/8/2014
Time: 6:00 PM

Title of Item: Amendment #1 for Greens Mill Run Watershed Master Plan Contract with Hazen & Sawyer and Memorandum of Agreement with East Carolina University

Explanation: **Abstract:** City Council awarded multiple contracts in May 2014 for Watershed Master Planning services. Hazen & Sawyer was selected as the firm best suited to provide these services for the Greens Mill Run Basin. The Greens Mill Run Basin encompasses the majority of the City's urbanized area to include East Carolina University (ECU). The City's current contract will capture public infrastructure and develop and prioritize projects. The majority of drainage on ECU property is private (does not carry water from public right-of-way). As a result, the City initiated conversations with ECU, and a partnership was developed to maximize both City funds and ECU funds. The proposed amendment for \$195,490 will be funded by ECU via a Memorandum of Agreement and will provide a Watershed Master Plan for Main and College Hill Campuses.

Explanation: Since the completion and presentation of the Meetinghouse Branch Watershed Master Plan, City Council has recognized the importance of these plans and their impacts on the Stormwater Utility Fund. As a result, the remaining watershed plans were programmed so that the City can expend Stormwater Utility funds in a prudent manner. Based on the volume of work (inventory, modeling and project prioritization), multiple prime contracts were awarded in May 2014.

Hazen & Sawyer was selected as the firm best suited to provide the Watershed Master Plan services for the Greens Mill Run Basin. The Greens Mill Run Basin encompasses the majority of the City's urbanized area to include East Carolina University (ECU). The City's current contract will capture public infrastructure and develop and prioritize projects. The majority of drainage on ECU property is private (does not carry water from public right-of-way). As a result, the City initiated conversations with ECU, and a partnership was developed to maximize both City funds and ECU funds.

The attached amendment (Exhibit K) was drafted to reflect the University's needs and will provide a Watershed Master Plan for Main and College Hill Campuses. This Master Plan will be incorporated into the City's Greens Mill Run Master Plan. Included in the amended agreement are the lump-sum fee proposal and the recommended scope of service, as approved by ECU.

Fiscal Note:

The proposed amendment for \$195,490 will be funded by ECU via the attached Memorandum of Agreement. As identified in the agreement, the City will invoice ECU for reimbursement of all charges associated with this amendment.

Recommendation:

City Council approve the proposed scope and fee and award Amendment #1 to Hazen & Sawyer in the amount of \$195,490. In addition, approve the Memorandum of Agreement between the City and ECU for the services identified in Exhibit K.

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

Attachments / click to download

-  [Amendment to Agreement for GMRWMP](#)
-  [Memorandum of Agreement with ECU](#)

This is **EXHIBIT K**, consisting of 14 (incl. attachment) pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 1, 2014.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: May 1, 2014
- b. Owner: City of Greenville, NC
- c. Engineer: Hazen and Sawyer, P.C.
- d. Project: Watershed Inventory and Master Plan – Greens Mill Run

Description of Modifications:

- a. Engineer shall perform or furnish the following Additional Services:

Amendment to Greens Mill Run Watershed Inventory and Master Plan
East Carolina University Stormwater System Inventory and Master Plan
Main Campus and College Hill Campus

This document (the “Amendment”) will establish the Scope of Services that Hazen and Sawyer (the “Consultant”) will provide to East Carolina University (ECU) through the City of Greenville as an amendment to Hazen and Sawyer’s contract with the City of Greenville for Watershed Inventory and Master Plan – Greens Mill Run (GMRWSMP). This Amendment is a stand-alone document that will detail services to be provided in addition to those outlined in the GMRWSMP Master Agreement Exhibit A. Services discussed in this Amendment apply to the ECU’s Main and College Hill Campuses, as shown on Amendment Attachment 1.

21.0 Project Management

Hazen and Sawyer (the “Consultant”) will manage the project in concert with management of the overall GMRWSMP. In order to perform necessary tasks as cost-effectively as possible, Tasks discussed in the following sections of this Amendment will be performed in conjunction with related and similar tasks that are part of the GMRWSMP. The project management and administration efforts will include the following items:

- The Consultant will communicate and work directly with ECU's designated project manager regarding the project. It is understood that interdepartmental coordination communication necessary within ECU will be led and coordinated by ECU's designated project manager.
- Oversee the project team relative to ensuring budget, schedule and conformance to the project scope on a day-to-day basis.
- Provide a minimum of two project contacts for ECU so that at any time someone familiar with the project can be available to ECU if questions, comments, concerns, or other project needs arise. These points of contact will be Everette H. Knight as the Project Manager (eknight@hazenandsawyer.com / 919-833-7152) and Travis Crissman (trissman@hazenandsawyer.com / 919-833-7152) as the Assistant Project Manager.
- Ensure the quality control program throughout the life of the project .
- Perform project planning and formulation.
- Meet with ECU's Project Team as appropriate throughout the life of the project via conference call or be available to answer project related questions on a regular basis via phone calls and email.
- Monthly progress reporting will be incorporated into the overall progress reporting process established in the Master Agreement Exhibit A and will include information about specific Tasks in this Amendment as they are executed.
- Maintain a project cost accounting system throughout the life of the Project.
- Separately track and invoice costs for the services outlined in Exhibit A of the Master Agreement and the services to be provided to ECU under this Amendment.
- Maintain a project filing system throughout the life of the Project to use for storage and retrieval of project documents.

All project final deliverables shall be certified (signed, sealed and dated) by a professional engineer and/or surveyor registered in the state of North Carolina.

Project Management is anticipated to occur on an ongoing basis throughout the entire 18 month project schedule.

22.0 Model Selection Matrix

The Consultant will include the ECU Campus in the model selection matrix developed for the Greens Mill Run watershed based on analysis of the models approved in the City's SOP for water quality, and hydrologic and hydraulic (H&H) modeling. The Consultant may recommend that some portions of the campus be modeled with a proprietary version of SWMM in order to provide results that comply with ECU's desired level of accuracy. The Consultant will work closely with the University Staff concerning the use of any proprietary model and will only do so if conditions warrant. Models that deviate from those discussed in the SOP will only be used with permission from ECU. Additionally, it is understood that the consultant model input and output data must be compatible with ECU's and the City of Greenville's available modeling software.

23.0 Data Collection

23.1 Review Existing Data Sources

The Consultant will assemble relevant data such as GIS, as-built drawings, FEMA flood studies, USGS studies, the Campus Master Development Plan, history of flooding, etc. GIS data may include aerial photography, topography, zoning, soils, planimetrics, stormwater inventory, etc.

23.2 Gaps Analysis

The Consultant will determine additional data needs based on the existing data available to complete the modeling and analysis of the East Carolina University Stormwater Inventory and Master Plan. Through preliminary field investigation, discussion with ECU Staff, and GIS analysis, the Consultant will identify system modeling limits with ECU approval.

23.3 Engineering Field Investigation

The Consultant will complete a field investigation to collect data required for the modeling analysis. The field investigation will include, but not necessarily be limited to, the following:

- Identify high water marks for survey location
- Measure dimensions for hydraulic model
- Verify land uses (visual)
- Estimate Manning's 'n' values where needed
- Verify project boundaries
- Identify key hydraulic structures to be modeled
- Identify problem area and map via GPS

24.0 Stormwater Inventory

The intent of this task is for the Consultant to capture the stormwater utility infrastructure in the Greens Mill Run watershed area within ECU's campus and use the data to develop a Geographic Information System (GIS) scope and coverage for the stormwater utility systems. This task will be accomplished using Global Positioning Systems (GPS) as the primary means of data capture with conventional surveying used as needed. This task will be managed as a unit cost task and only the actual number of structures collected at the established unit rates will be billed. If the actual number of structures are less than what is estimated then only that number of structures will be billed. If the number of actual structures exceeds the estimated number of structures then the Consultant will not exceed the estimated number of structures without prior written authorization from the ECU. The Consultant will bill for additional structures at the applicable billing rates for each structure type. The ECU Study Area has been defined by the City as shown in Amendment Attachment 1. Refer to the July 30, 2013 version of the City's Stormwater System Inventory SOP's, including modifications as agreed to by the Consultant and the City for more details on the requirements and specifications of the Stormwater Inventory. This Scope of Services for the Inventory shall be revised as necessary based on the most current version of the Stormwater System SOP's.

24.1 Inventory Specifications

- Inventory shall be limited to select tracts within ECU's Corporate Boundary as shown on Amendment Attachment 1 as the ECU Study area and listed below:
 - Main Campus

- College Hill Campus
- This is a Survey Grade project.
- Elevations will meet the posted standards of the NC VRS network.
- All survey work shall be “Class A” surveying standard and performed in compliance with the Standards of Practice for Land Surveying in North Carolina as defined for GIS surveys.
- The horizontal datum is NAD 83/2011.
- The coordinate system is State Plane North Carolina 3200.
- The vertical datum is NAVD 88.
- The unit of measurement is the US Survey Foot.
- Features and Attributes are provided in the Stormwater System Inventory SOP’s and as delivered digitally by the City’s GIS Lead.
- ECU will be responsible for resolving Difficult Access (DA) structures within campus boundaries for inventory associated with this Amendment.
- ECU will be responsible to notify property owners or other University departments and stakeholders of work activities and the need to access drainage easements.
- ECU will assist with locating structures that are identified on source documents but cannot be located in the field.

24.2 Stormwater Utility System Mapping

Closed System Inventory

The Consultant will employ conventional survey or survey grade GPS to locate the x, y, and z coordinates of each visible stormwater system structure. Stream/open channel and bridge surveys will be limited to those cases which are required to complete connectivity as determined by the hydraulic engineer from the Consultant and for modeling purposes. The Consultant will collect various attributes for each of these structures. The attributes may include but are not limited to the following:

- Unique identification number
- Horizontal (x, y) location
- Vertical (z) location (structure)
- Street number
- Street name
- Street designation
- Structure type
- Structure size
- Structure material
- Structure age
- Structure condition
- Water quality (odor, sheen, dry weather flow, etc.)
- Obstruction percentage
- Obstruction type
- Pipe shape
- Pipe size
- Pipe invert elevation

- Pipe material
- Pipe end type (projecting from fill, flared end section etc.)
- Headwall type
- Headwall material
- Wingwall configuration (straight or mitered to slope)
- Wingwall angle
- Hyperlinked photo

Collection of data for the campus stormwater drainage system will be the emphasis of inventory activities associated with this Amendment. Inventory will extend from campus discharge points up into ECU property and will include drainage structures 2' x 2' in dimension and larger. The size of the systems to be inventoried will be all pipes greater than or equal to 12" in diameter. Subgrade piping that does not fall between inventoried drainage structures as specified above will not be inventoried (i.e. miscellaneous piping and underdrains in landscaped/athletic areas, french drains, piping that collects runoff from roof leaders, etc).

If, during the course of the stormwater inventory, the Consultant's field crews observe odors, sheens, or potential illicit discharges the Consultant will notify ECU and City of Greenville Staff within the same business day if at all possible but no later than 24 hours from the time of observation. Additionally, if the Consultant's field crews observe dry weather flows as defined in the City's current Phase II permit the Consultant will record the location of the dry weather flow and report it to ECU Staff and the City of Greenville on a weekly basis.

A unit cost and a specific number of closed system inventory structures have been estimated for budgetary purposes noted in Amendment Compensation Packet BC-1.

Open Channel Inventory

If man-made or natural channels exist along the drainage system between two bounding structures (i.e. an inventoried pipe crossing or culvert crossing) a single channel measurement (top width, bottom width, depth, and liner type) will be taken between these bounding structures and incorporated into the inventory. Channel measurements will be established by use of a measuring tape or field surveyed cross sectional data. The channel between the bounding structures will be digitized from best available data and the information collected in the channel measurement will be inferred onto the digitized line as representation of the entire channel length. If bounding structures do not exist no channel measurements will be taken.

A unit cost and a specific number of channel measurements to be taken have been estimated for budgetary purposes noted in Amendment Compensation Packet BC-1.

BMP Inventory

Where accessible the Consultant will field inventory the outfall of readily identifiable BMP such as a dry pond, wet pond, stormwater wetland or bioretention area. BMPs to be inventoried will be identified based on most recently available aerial photography and City records. A point feature will be used to represent the BMP in the inventory unless the BMP is readily visible and can be digitized from the City's aerial mapping in which case it will be included as a polygon feature.

A unit cost and a specific number of BMPs to be inventoried has been estimated for budgetary purposes noted in Amendment Compensation Packet BC-1.

Bridges

If any bridge or culvert surveys are required to provide the desired level of accuracy or to include public roadways that have been constructed/revised since the FEMA study those surveys will be performed according to the Standard Operating Procedure prepared by W.K. Dickson dated July 30, 2013. It is not anticipated that any transects will be physically surveyed for hydraulic modeling as part of the bridge survey. Cross section data will be utilized from the existing FEMA model(s), best available information, and the Primary System Open Channel Inventory defined above.

A unit cost and a specific number of Bridges to be inventoried has been estimated for budgetary purposes noted in Amendment Compensation Packet BC-1.

Detention/Retention Facility Inventory

Only the information necessary to model a detention/retention facility will be inventoried if the Consultant's hydraulic engineer determines that facility needs to be accounted for in the hydraulic model to accurately reflect the attenuation effect of the detention facility. The types of information that will be typically collected would include but not necessarily be limited to the following:

- Riser elevation
- Riser material
- Riser diameter
- Barrel material
- Barrel diameter
- Barrel slope
- Emergency spillway elevation
- Emergency spillway configuration
- Emergency spillway material
- Overtopping elevation

A unit cost and a specific number of detention/retention facilities to be inventoried has been estimated for budgetary purposes noted in Amendment Compensation Packet BC-1.

24.3 Difficult Access (DA) Structures

There will always be some structures which cannot be accessed in the field for various reasons. These could be sedimentation, debris, structure being covered over or paved over, access problems, etc. A reasonable attempt to access the structure will be made. In the event that this is not possible, then a location will be stored for the structure and a report provided to the web interface designed and maintained by the GIS Lead for resolution by designated ECU Staff. ECU will resolve DA structure issues. Once the structure is made accessible then the Consultant will re-visit the structure and collect the missing attributes. These structures will be invoiced twice, once for the initial visit and again for the second.

The Consultant will spend approximately 5 minutes searching for system structures. Difficult access structures and structures that are not found will be reported bi-weekly to ECU. Should ECU Staff identify

and resolve the issues with these structures, the Consultant will return and collect the appropriate attribute information.

For cost estimating purposes, the Consultant will assume that approximately 5% of the total structures estimated will be DA structures.

24.4 Digital Development System Connectivity

The Consultant will utilize ESRI ArcGIS software to compile a GIS representation of the underground stormwater utility system. The Consultant will identify, organize and import relevant background files to supplement the project field data and assist with establishing system connectivity. The Consultant shall provide system wide connectivity to the extent possible and perform quality control (QC) of the inventory by a hydraulic engineer.

24.5 Digital Data Upload

The Consultant will upload digital inventory data to the City's designated GIS Lead as a work zone is completed. Prior to upload, the Consultant will run the QC process provided by the City's GIS Lead for use of each of the consultant teams. The Consultant understands that the City's GIS Lead will aggregate the Consultant data with data from other consultants into a web interface for ECU's use and therefore creation or maintenance of such a website is excluded from this Scope of Services. The Consultant will work with the City's GIS Lead to resolve errors or flags raised during the GIS Lead's QC process.

24.6 ECU Redline Review Process

The Consultant will provide inventory data to the City's GIS Lead as outlined in Section 4.5. It is understood that the City's GIS Lead will provide hard copies of all the stormwater inventory data to the City with sheets containing ECU data to ECU Staff to be used for the redlining process. The Consultant will work closely with ECU as inaccuracies and anomalies are identified during the redlining process and will then edit GIS layers to reflect any necessary changes. No additional field work is anticipated for this task.

25.0 Hydrologic and Hydraulic Modeling

Specific care will be placed on coordination of activities with the University's staff. Prior to the field investigation phase, the Consultant will gather available project background information from the City and ECU, and will identify items which may require special attention during the field investigation. Whenever possible, the Consultant will avoid duplication of previous technical effort by utilizing resources collected during Task 23.0 for pertinent information such as Pitt County, the City of Greenville, the NC Emergency Management Agency, the Natural Resources Conservation Service, the U.S. Geological Survey, and Federal Emergency Management Agency.

25.1 Model Development

The Consultant will utilize a model as determined through the process detailed in the SOP and defined in the Model Section Matrix (Amendment Task 22) to develop the hydrologic characteristics and peak flows for the various storm events for the Main and College Hill sections of the ECU campus (see attached map of the ECU Study Area in Amendment Attachment 1).

Subwatersheds will be delineated as appropriate and shall typically average between 10 and 40 acres except in Detailed Modeling Areas (DMAs) as discussed below, where subwatersheds may be delineated per drainage structure. Subwatershed divides will occur at significant hydrologic features such as culvert crossings, confluences, and detention facilities. Watershed characteristics will be identified for each subwatershed in a manner consistent with the NRCS (TR-55) and proposed land uses will be developed from land use information provided by ECU in the form of CAD files, GIS files and drawings. Hydrologic parameters calculated will include: subwatershed area, existing land use, future land use, curve number, time of concentration, NRCS soil types, significant detention storage areas, directly connected impervious area, and channel routing characteristics.

Hydraulic modeling of the ECU drainage system will also utilize the hydraulic modeling framework determined through the model selection process as established in the City of Greenville's SOPs and/or refined and approved by ECU during project execution (refer to Task 22). The level of detail of the model will vary across the site and will be driven by the location of known flooding problem areas. This Amendment includes detailed, inlet level modeling for up to six (6) flooding problem areas (Detailed Modeling Areas - DMAs) within the ECU Study Area. The size of the DMAs is limited to an average of 10 model nodes. Areas outside the limits of known flooding problem areas and not hydraulically impacting a problem area will be aggregated within the model. The limits of the overall system model will be the same as the limits of the inventory. Problem areas will be identified through interviews with ECU Staff and other historical information. The effective FEMA model will be utilized to the extent possible to establish and/or check calculated starting water surface elevations as downstream boundary conditions for the primary system models, provide a point of verification for model results, and provide hydraulic input data as applicable.

The Consultant will also consider and, where applicable, incorporate available modeling and studies to be provided by ECU and/or the City of Greenville and their representatives. When possible, information and calculations obtained from existing modeling and studies will be used for this project thereby avoiding duplication of effort between this project and existing modeling and studies.

The H&H modeling for this project will be developed in a manner that is both consistent and contiguous (to the extent possible) with the modeling performed for the Greens Mill Run Watershed Master Plan.

25.2 Model Validation

Stormwater models will be validated utilizing high water marks, crest gauge results (if available), regression equations and USGS gauges (if available), recent floodplain mapping efforts performed by the State, and USGS Regional Relations developed for peak discharges, as well as other pertinent data provided by ECU, the City, or the public. Validation efforts will be documented and reported to ECU. Upon completion of the validation process, runoff hydrographs and inundation predictions will be computed with results being presented to ECU for their review prior to beginning any hydraulic modeling of capital improvement scenarios.

25.3 Existing and Future Conditions Storm Event Hydrologic/Hydraulic Model Runs

Once the existing case baseline hydrologic/hydraulic models have been developed, both models will be run for the 2-, 10-, 25-, 50- and 100-year events to determine the existing condition behavior of campus watersheds under various return period flows. Once the models and results have been calculated for the existing conditions case, individual models will then be run for all cases with a future condition consisting of full buildout based on the current ECU Campus Master Development Plan.

26.0 Stormwater System Master Plan

26.1 Flooding Mitigation Alternative Development

Based upon the modeling results within DMAs, portions of the storm drainage system not meeting established design standards will be identified and prioritized for possible improvements. ECU Staff input will be cross-referenced to the model results to determine problems that may have been misidentified, that should be classified as maintenance or nuisance issues, or that may not qualify for service under the established project guidelines.

Once the DMAs have been identified and the existing conditions model is set up therein, improvement alternatives will be considered that may include:

- Upgrade of the drainage system within the DMA to meet established design criteria;
- Upgrade the system within the DMA to lesser design standards;
- Use alternative best management practices for water quantity and quality control within the DMA, such as detention ponds or Best Management Practices;
- Use of distributed green infrastructure (GI) practices to reduce water quantity, enhance water quality, and provide campus beautification and educational opportunities within the DMA.
- Alternative alignments and materials within the DMA to minimize construction cost and impacts to private property, transportation systems, and other existing infrastructure.

The Consultant will work with ECU Staff to determine desired design criteria that will establish the goals of alternative development. Up to three (3) improvement alternatives will be evaluated per DMA. The Stormwater System Master Plan Report will include a brief of the alternatives evaluated for each DMA as well as a detailed discussion of the recommended alternative. The development and evaluation of improvement alternatives is geographically limited to the DMA.

When possible, atypical and innovative solutions will be considered to reduce cost and provide solutions which optimize the drainage system's capacity/functionality and long-term condition while balancing the important issues of campus aesthetics and inter-departmental relations. Performance standards for the recommended stormwater system improvements under existing land use conditions will be evaluated for the 2, 10, 25, 50, and 100-year storm events. The function of the recommended improvements under potential future build-out conditions based upon the Campus Master Development Plan will also be evaluated for the 2-, 10-, 25-, 50-, and 100-year storm events.

26.2 Water Quality Retrofits and Green Infrastructure Alternatives

Water quality retrofit projects (BMPs) and distributed green infrastructure (GI) practices will be recommended to provide water quantity attenuation where possible as well as quality treatment of

stormwater runoff. Projects will be identified through GIS analysis and confirmed through field investigation and ECU Staff discussions. Where possible, projects will be recommended to provide enhancements within existing ECU infrastructure as well as meet strategic goals for areas of the site identified for future development in the Campus Master Development Plan. Projects identified under this section may fall outside of the limits of DMAs discussed above and will evaluate broader campus areas for enhancement opportunities. Up to four (4) projects will be identified and included in the Stormwater System Master Plan. With respect to distributed green infrastructure practices, a single “project” may consist of a cluster of up to 6 individual GI practices within close proximity of one another meant to reduce water quantity and/or enhance water quality within a specific area of the subwatershed.

26.3 Evaluate Capital Construction Costs

Flooding Mitigation and Water Quality alternatives will be recommended and a budget (planning level) cost analysis will be computed based on a conceptual design for the recommended alternative using recent bid tab information of similar projects and input on the local bid climate from City and/or ECU Staff. Recent bid tab information, including up to date prices and additional items as necessary, shall be provided to the Consultant by the City, the City’s Program Manager, and/or ECU Staff. Budget costs for improvements shall include, at a minimum, installation of the following elements: storm drainage improvements, grading, necessary street improvements, water and sewer utility relocations (if the utility is located within a specific utility easement instead of the public right-of-way), erosion and sediment control measures, traffic control measures, miscellaneous items (e.g. fencing, walls, etc.), environmental mitigation costs and easement acquisition estimates, and stormwater Best Management Practices (BMPs) as appropriate.

6.4 Prioritize Projects

The prioritization matrix that was developed in coordination with the City as part of the SOPs will be used to rank the recommended projects based on factors such as public safety, level of service, flood reduction benefits, water quality improvements, capital costs, private property impacts, permitting requirements, funding availability, etc. Prior to prioritization of projects, the Consultant will review the prioritization matrix with ECU Staff to determine if any evaluation factors should be eliminated or modified for projects identified within the ECU Study Area.

After completion of capital construction costs and prioritization, the Consultant will provide a copy of both to ECU Staff for review. This Scope of Services includes providing the capital construction costs and prioritization scoring to ECU Staff, receiving one set of comments from ECU Staff, and providing responses to ECU Staff.

26.5 Draft Stormwater System Master Plan Report

The draft watershed plan report associated with this Amendment will be prepared as a standalone document in accordance with the applicable sections of the City’s SOP. It will include an executive summary as well as supporting documentation for the recommended projects. Permitting requirements for each proposed project will be summarized including the expected permits required, potential mitigation requirements, and summarization of any discussions with representatives from regulatory agencies. Upon completion of the draft report the Consultant will submit three (3) copies of the report to ECU Staff for review.

26.6 Final Stormwater System Master Plan Report

The Consultant will incorporate ECU Staff comments into a final planning report. Two (2) hard copies and an electronic copy on CD ROM of the final report will be submitted to the ECU as the final deliverable for the East Carolina University Stormwater System Inventory and Master Plan.

27.0 Project Meetings

Anticipated meetings for this project (specifically for this Amendment, not including meetings already required for Greens Mill Run) include the following:

- ECU Stakeholder Meetings (2)
- In person project progress meetings with ECU Staff (4)
- Conference call project progress meeting (6)
- Prioritization protocol meeting (1)
- Presentation to ECU Staff/Administration (if required) (1)

Strategic project meetings will be held between the Consultant and ECU during the project at mutually agreed upon times within the project. The purpose of these meetings will be to guide the East Carolina University Stormwater System Inventory and Master Plan in order to develop alternatives and recommendations of the best and most cost-effective methods of managing stormwater on East Carolina University Main and College Hill campuses. The Consultant will prepare an agenda and minutes for each meeting.

28.0 Unspecified Additional Services

This task is to be used to provide any additional services requested by the ECU that were not covered in the basic scope of services outlined above. No services will be provided under this task without prior written approval from the City's Project Manager and all services provided will be provided for a lump sum fee to be negotiated based on the services to be rendered.

28.1 Modeling Water Quality Benefits (*Optional; provided at ECU Request*)

The stormwater BMPs and GI projects identified in Task 26.2 can be input into a spreadsheet-based water quality model to examine their benefits in terms of reduction of total nitrogen (TN), total phosphorus (TP), and total suspended solids (TSS). Several broadly accepted spreadsheet models for stormwater assessment on small watersheds have been developed specifically for NC hydrology, and are available for general public use, including Storm-EZ and the Jordan Lake-Falls Lake Nutrient Assessment Tool (JFSLAT). With the results from this model, BMPs retrofits and GI projects could be ranked and prioritized not only on the basis of hydraulic detention and flood reduction potential, but also in terms of water quality enhancement.

- 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:

No modifications to the Scope of Services included with the currently authorized Owner's Agreement are proposed in this Amendment. This Amendment represents a set of services to be provided in addition to those services in the Agreement.

- c. The responsibilities of Owner are modified as follows:

Serve as intermediary between the Consultant and East Carolina University.

- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

Amendment Compensation Packet BC-1

Lump Sum amount of \$ 195,490.00 based on the following estimated distribution of compensation (all tasks listed are Amendment Tasks):

Task 21 - Project Management	\$ <u>12,490.00</u>
Task 22 - Model Selection Matrix	\$ <u>1,315.00</u>
Task 23 - Data Collection	\$ <u>5,520.00</u>
Task 24 - Field Stormwater Inventory	\$ <u>35,740.00</u> (see unit structure cost on following page)
Task 25 - Hydrologic and Hydraulic Modeling	\$ <u>46,845.00</u>
Task 26 - Master Plan	\$ <u>78,870.00</u>
Task 27 - Project Meetings	\$ <u>12,800.00</u>
Task 28 – Unspecified Additional Services	\$ <u>0.00</u>
Task 29 – Reimbursable Expenses	\$ <u>1,910.00</u>

Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

Field Stormwater Inventory Table – Unit Structure Rates (see d. Task 24, above)

Structure Type	Total Unit Rate	Estimated Structures	Estimated Fee
Closed System Structures (manholes, catch basins, pipe ends, etc)	\$74.00	457	\$33,818.00
Primary Open System Channel Cross-Section (50' widths)	\$220.00	0	
Secondary Open System Channel Measurements	\$66.00	10	\$660.00
Outfall Structures	\$176.00	2	\$352.00
Bridges/Train Tressels	\$452.00	0	
Detention Facilities	\$452.00	2	\$904.00
Total		471	\$35,740.00

e. The schedule for rendering services is modified as follows:

Services will be rendered on the same timeline as the currently authorized Agreement.

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:	\$ <u>1,150,905.00</u>
b. Net change for prior amendments:	\$ _____
c. This amendment amount:	\$ <u>195,490.00</u>
d. Adjusted Agreement amount:	\$ <u>1,346,395.00</u>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Notwithstanding any other provision of the Agreement, the Consultant agrees, in connection with this Amendment only, as follows:

- (a) ECU shall have the right to enforce any of the rights of the City of Greenville pursuant to the Agreement between the Consultant and the City of Greenville dated May 1, 2014, with regard to the services described in this Amendment to be deliverable to ECU.
- (b) North Carolina’s State Auditor and ECU’s internal auditor shall be provided access to persons and records that are generated as a result of, or are related to, this Amendment for the purposes of verifying accounts and data affecting fees or performance in accordance with N.C. General Statutes § 147-64.7 and N.C. Session Laws 2010-194, Section 21. The Consultant shall provide the State Auditor and ECU’s internal auditor with a right to access to persons and records of the Consultant

for purpose of verifying accounts and data affecting fees and performance by the Consultant of its obligations relating to this Amendment.

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 September 8, 2014. Work shall begin on services detailed in this Amendment upon written notice to proceed from the Owner.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: Vice President

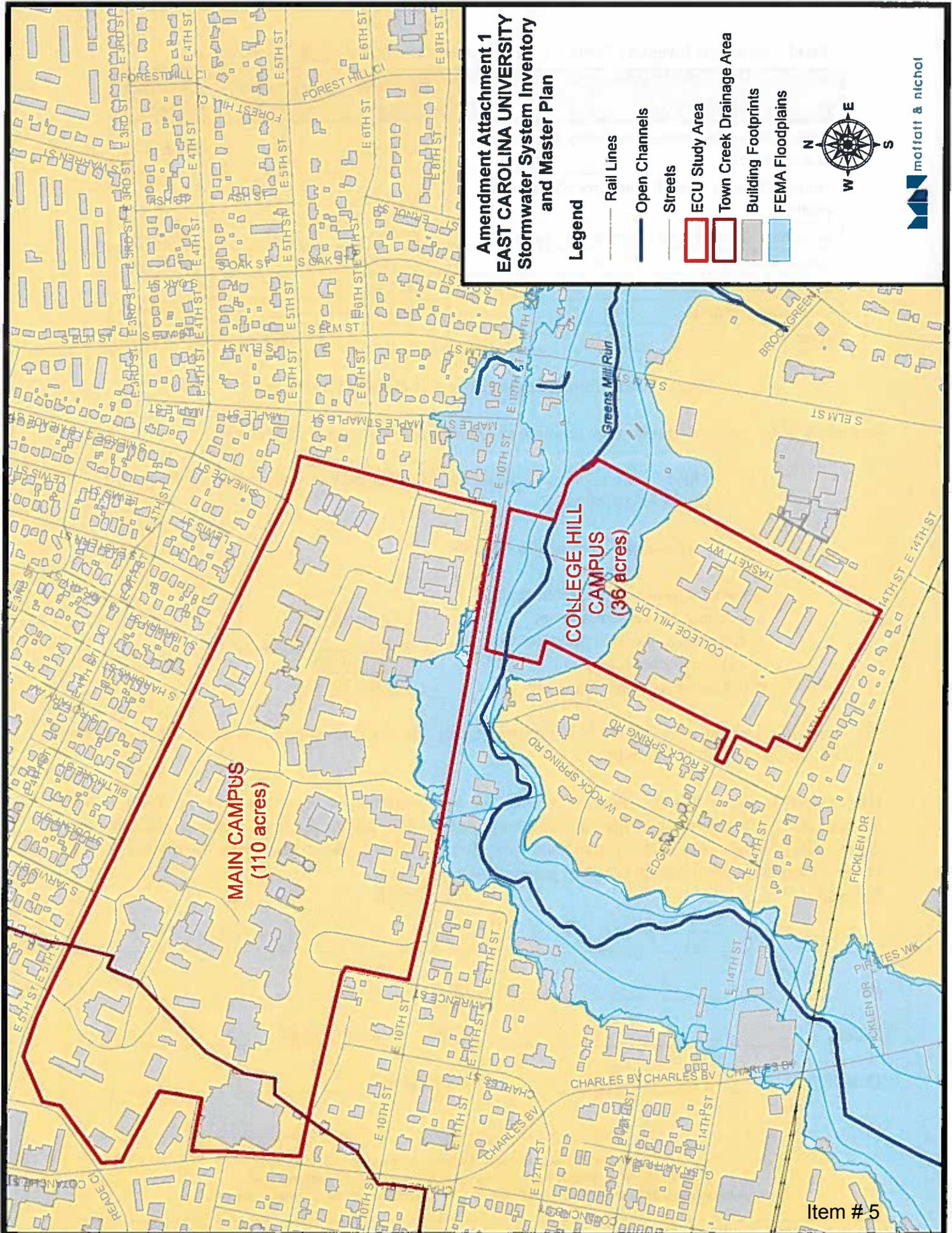
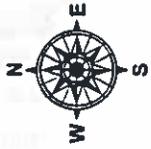
Date Signed: _____

Date Signed: _____

Amendment Attachment 1 EAST CAROLINA UNIVERSITY Stormwater System Inventory and Master Plan

Legend

- Rail Lines
- Open Channels
- Streets
- ▭ ECU Study Area
- ▭ Town Creek Drainage Area
- ▭ Building Footprints
- ▭ FEMA Floodplains



**NORTH CAROLINA
PITT COUNTY**

AGREEMENT

THIS AGREEMENT, made and entered into this the 8th day of September, 2014, by and between the CITY OF GREENVILLE, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, Party of the First Part and hereinafter referred to as CITY, and East Carolina University, a constituent institution of the University of North Carolina pursuant to N.C. Gen. Stat. § 116-1, et seq. ("ECU"), Party of the Second Part and hereinafter referred to as ECU (CITY and ECU collectively are the "parties" to this Agreement);

WITNESSETH:

WHEREAS, CITY has undertaken a project known as the Watershed Master Plans, to evaluate watersheds within CITY's jurisdiction, hereinafter referred to as PROJECT, and has retained the firm of Hazen & Sawyer, P.C. to perform the PROJECT, said firm being hereinafter referred to as the ENGINEER;

WHEREAS certain portions of watersheds located on property of the State of North Carolina for the benefit of ECU are outside of, but adjacent to, the watersheds, or parts thereof, that are the subject of the PROJECT and within CITY's jurisdiction;

WHEREAS, ECU desires to have the ENGINEER to perform Master Planning for Main and College Hill Campuses;

WHEREAS, CITY and ECU agree it is in the best interest of both parties for the ENGINEER that performs services for the PROJECT to also complete, or cause to be completed, the services desired to be completed by ECU; and

WHEREAS, CITY has agreed to amend its contract with the ENGINEER to include the services desired to be completed by ECU and ECU has agreed to pay to CITY the cost of the services

ECU desired to be completed on ECU's behalf by the ENGINEER.

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants, and promises contained herein, the parties hereto agree as follows:

1. The CITY will contract with the ENGINEER to perform the services ECU desires to be completed as described in Exhibit "K" to the current contract between CITY and ENGINEER dated May 1, 2014, said exhibit is attached hereto and herein incorporated by reference, said contract being an amendment to CITY's current contract with the ENGINEER for the PROJECT and hereinafter referred to as the AMENDMENT. The services provided pursuant to the AMENDMENT shall be completed in accordance with the terms, conditions, and requirements of the CITY's current contract with the ENGINEER for the PROJECT.

2. Upon completion of the services provided pursuant to the AMENDMENT, CITY shall provide to ECU the Watershed Inventory and Master Plans – Greens Mill Run for Main and College Hill Campuses.

3. ECU shall pay the CITY the sum of One Hundred Ninety Five Thousand Four Hundred Ninety and 0/100ths Dollars (\$ 195,490.00), said amount being the amount to be paid by CITY to the ENGINEER for the services provided pursuant to the AMENDMENT. Payment shall be made by ECU to CITY in installments within fifteen (15) days of the receipt of invoices from the CITY. The CITY shall send invoices to ECU as follows: Campus Operations, Attention: Rebecca Bizzell, 1001 E. 4th Street, Greenville, NC 27858

_____. CITY shall invoice ECU for payments no earlier than thirty (30) days immediately before payment from CITY to the ENGINEER for work under the AMENDMENT become due and payable to the ENGINEER and only in such amounts as shall be then due to ENGINEER for work under the AMENDMENT.

4. In the event that ECU notifies CITY that it has determined that the ENGINEER has

not delivered any of the services described in the Amendment in a good and workmanlike fashion, meeting all standards appropriate for duly licensed engineering professionals in the relevant engineering fields, then ECU shall have the right to enforce CITY's rights under the contract against ENGINEER with regard to services described in the AMENDMENT as deliverable to ECU.

5. All changes and amendments to this Agreement shall be in writing and signed by the parties.

6. This Agreement represents the entire agreement and understanding of the parties and there are no other agreements oral or in writing between the parties. The persons executing this Agreement declare and assert they have the authority and ability to bind their party to the terms and conditions of this Agreement.

7. This Agreement shall be interpreted and enforced under the laws of the State of North Carolina.

8. North Carolina's State Auditor and ECU's internal auditor shall be provided access to persons and records that are generated as a result of, or are related to, this Agreement for the purposes of verifying accounts and data affecting fees or performance in accordance with N.C. General Statutes § 147-64.7 and N.C. Session Laws 2010-194, Section 21. CITY shall include a provision in the AMENDMENT which provides the State Auditor and ECU's internal auditor with a right to access to persons and records of ENGINEER for purpose of verifying accounts and data affecting fess and performance by ENGINEER of its obligations to the CITY relating to this Agreement.

9. The parties agree to execute this Agreement in duplicate originals. Each party shall maintain a fully executed original Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate originals, as of the day and year first above written, all pursuant to authority duly granted.

EAST CAROLINA UNIVERSITY

By: _____
Fredrick D. Niswander
Vice Chancellor for Administration and Finance

CITY OF GREENVILLE

By: _____
Barbara Lipscomb
City Manager

APPROVED AS TO FORM:

David A. Holec, City Attorney
City of Greenville

PRE-AUDIT CERTIFICATION

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

Bernita W. Demery, Financial Services Director
City of Greenville

Account Number: _____



City of Greenville, North Carolina

Meeting Date: 9/8/2014
Time: 6:00 PM

Title of Item: Contract to purchase 6,588 recycling roll-out carts

Explanation: **Abstract:** The City of Greenville's Sanitation Division desires to purchase 6,588 recycling roll-out carts in the amount of \$357,548.28. This purchase will implement the Sanitation Division's Five-Year Plan with automated recycling and increase recycling participation within the City of Greenville.

Explanation: The Sanitation Five-Year Plan is being implemented with automated curbside recycling. As part of this plan, residents will be issued a blue recycling roll-out cart for curbside collection. This is the City's second purchase of curbside recycling containers for automated collection. As the plan continues over the next few years, additional recycling carts for curbside collection will be issued.

The City of Greenville received a grant from the North Carolina Department of Environment and Natural Resources (NCDENR) in the amount of \$67,500 to aid in purchasing roll-out carts for City residents. NCDENR states recycling participation and diversion rates increase significantly with the issuance of roll-out carts to residents. This coincides with the City's goal of increasing recycling and landfill diversion.

City staff has reviewed purchase options and has selected Rehrig Pacific Company as the best value for the City through the Houston Galveston Area Council (HGACBuy) cooperative. This purchasing method is used by many North Carolina cities and is similar to purchasing items from a state contract. HGACBuy is on the City's list of approved buying cooperatives. This contract would allow for the purchase and delivery of 6,588 blue roll-out carts so that the next phase of automated collection can begin.

Fiscal Note: The cost of purchasing 6,588 96-gallon recycling carts is \$357,548.28. This cost includes the cart, assembly, and delivery of the recycling carts, and is included in

the Sanitation Fund's FY15 budget.

Recommendation: Execute a contract with Rehrig Pacific Company for the amount of \$357,548.28 for the purchase of recycling roll-out carts including assembly and delivery through the HGACBuy cooperative contract.

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

Attachments / click to download

 [Cart Purchase Worksheet](#)



City of Greenville, North Carolina

Meeting Date: 9/8/2014
Time: 6:00 PM

Title of Item: Report on bids and contracts awarded

Explanation: **Abstract:** The Director of Financial Services reports monthly the bids and/or contracts awarded over a certain dollar threshold by the Purchasing Manager and City Manager.

Explanation: The Director of Financial Services reports that the following contracts were awarded during the month of August 2014.

Date Awarded	Description	Vendor	Amount	MWBE Yes/No
8/5/14	Contract for Equipment and Installation of HVAC System at Emergency Operations Center (EOC) Server Room	Allred Mechanical Services, Inc.	\$66,195	Y
8/18/14	2007 International 9200 Truck Note: No bid done due to this being a used vehicle.	Lilley International, Inc.	\$54,000	N
8/18/14	Contract to provide and install new mezzanine for Traffic Services	Roebuck Precision Machine, Inc.	\$61,337.48	N
8/18/14	Two (2) 2015 Ford F550 Crew Cab Pick-Up Trucks	Capital Ford, Inc.	\$90,000	N

Note: State Contract #070G			
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Fiscal Note:

1 - Contract for Equipment and Installation of HVAC at EOC Server Room: this was an emergency repair. Funds used to cover are in the Emergency Operations Center Capital Outlay account in the amount of \$72,815 (award plus 10% contingency).

2 - 2007 International 9200: Funds to cover this purchase were budgeted in the 2014/2015 Vehicle Replacement Fund in the amount of \$60,000.

3 - Contract to provide and install new mezzanine for Traffic Services: Funds to cover this purchase were budgeted in the 2014/2015 CIP Budget in the amount of \$74,411.

4 - Two (2) 2015 Ford F550 Crew Cab Trucks: Funds to cover this purchase were budgeted in the Vehicle Replacement Fund in the amount of \$120,000.

Recommendation: That the award information be reflected in the City Council minutes.

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 [Bid Tab-Installation and Equipment for HVAC at EOC Server Room](#)

 [Bid Tab-Traffic Services Mezzanine Project](#)

BID TABULATION FORM



Project Name:	Traffic Services Mezzanine Project	Project No.	BFC-0011
Opening Location:	Public Works Offices Conference Room 1500 Beatty Street, Greenville, NC	Bid Opening Date:	Wednesday, July 23, 2014 @ 2:00 PM

Bidder Company Name	C.Ref. Form	Data Form	E-Verify Form	Base Bid	Alternate No. 1 Install Lift	Total
Andrews & Hamilton	✓	✓	✓	\$70,590.00	\$35,819.00	\$106,409.00
Roebuck Precision Machine	✓	✓	✓	\$61,337.48	\$34,820.78	\$96,158.26
Note: Alternate No.1 will not be accepted.						

Certified by: *Albert B* 7-25-14

COG 978062 V19

PO# 084368



City of Greenville, North Carolina

Meeting Date: 9/8/2014
Time: 6:00 PM

Title of Item: Various tax refunds greater than \$100

Explanation: Pursuant to North Carolina General Statute 105-381, refunds are being reported to City Council. These are refunds created by a change or release of value for City of Greenville taxes by the Pitt County Tax Assessor. Pitt County Commissioners have previously approved these refunds; they are now before City Council for their approval as well. These refunds will be reported as they occur when they exceed \$100.

Payee	Adjustment Refunds	Amount
Carolina Donor Services	Registered Motor Vehicle	\$ 309.18
Grady-White Boats	Registered Motor Vehicle	\$ 122.01
Thomas B. Harris	Registered Motor Vehicle	\$ 169.68
William A. Octigan, Jr.	Registered Motor Vehicle	\$ 110.04
Lina E. Shammass	Registered Motor Vehicle	\$ 141.00
Nuthanapati Surendra	Registered Motor Vehicle	\$ 274.81
John A. Tyson	Registered Motor Vehicle	\$ 119.22
Kristin G. Cartwright	Real Property	\$ 658.48

Fiscal Note: The total amount to be refunded is \$1904.42.

Recommendation: Approval of tax refunds by City Council



City of Greenville, North Carolina

Meeting Date: 9/8/2014
Time: 6:00 PM

Title of Item: Budget ordinance amendment #2 to the 2014-2015 City of Greenville budget (Ordinance #14-036)

Explanation: **Abstract:** This budget amendment is for City Council to review and approve proposed changes to the adopted 2014-2015 budget. The original budget(s) have been adjusted to reflect the re-appropriation of items carried into the new year for incomplete projects.

Explanation: Attached for consideration at the September 8, 2014, City Council meeting is an ordinance amending the 2014-2015 budget (Ordinance #14-036). 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 appropriate Federal Forfeiture funds that will be used for eligible activities during the year (\$50,000).
- B** To carry over United Way funds that were not used during prior year (\$2,284).
- C** To appropriate unspent funds received during prior year(s) as donations for all departments. Similar carryovers occur annually (\$146,098).
- D** To appropriate Program Income into the Housing Fund from funds received during prior year (\$21,894).

Fiscal Note: The budget ordinance amendment affects the following funds: increases the General Fund by \$198,382; increases the Community Development Housing Fund by \$21,894.

<u>Fund Name</u>	<u>Original /Amended Budget</u>	<u>Proposed Amendment</u>	<u>Amended Budget 9/8/2014</u>
General	\$ 83,687,525	\$ 198,382	\$ 83,885,907
Housing			

Fund	\$ 1,667,227	\$ 21,894	\$ 1,689,121
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Recommendation: Approve budget ordinance amendment #2 to the 2014-2015 City of Greenville budget (Ordinance #14-036)

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[Budget Amendment FY 2014 2015 985202](#)

ORDINANCE NO. 14-
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#2) Amending the 2014-2015 Budget (Ordinance #14-036)

THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, DOES ORDAIN:

Section I: Estimated Revenues and Appropriations. **General Fund**, of Ordinance 14-036, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2014-2015 BUDGET		#2 Amended 9/8/14	Total Amendments		Amended 2014-2015 Budget
ESTIMATED REVENUES						
Property Tax	\$ 32,943,768		\$ -	\$ -		\$ 32,943,768
Sales Tax	15,236,081		-	-		15,236,081
Video Prog. & Telecom. Service Tax	904,000		-	-		904,000
Rental Vehicle Gross Receipts	124,440		-	-		124,440
Utilities Franchise Tax	5,763,988		-	-		5,763,988
Motor Vehicle Tax	1,065,237		-	-		1,065,237
Other Unrestricted Intergov't Revenue	777,245		-	-		777,245
Powell Bill	2,215,848		-	-		2,215,848
Restricted Intergov't Revenues	1,649,591	A	50,000	50,000		1,699,591
Privilege License	535,485		-	-		535,485
Other Licenses, Permits and Fees	4,227,205		-	-		4,227,205
Rescue Service Transport	3,055,250		-	-		3,055,250
Parking Violation Penalties, Leases, & Meters	430,650		-	-		430,650
Other Sales & Services	372,577		-	5,000		377,577
Other Revenues	248,106		-	-		248,106
Interest on Investments	551,012		-	-		551,012
Transfers In GUC	6,485,183		-	-		6,485,183
Appropriated Fund Balance	4,435,020	B,C	148,382	2,810,221		7,245,241
TOTAL REVENUES	\$ 81,020,686		\$ 198,382	\$ 2,865,221		\$ 83,885,907
APPROPRIATIONS						
Mayor/City Council	\$ 321,237		\$ -	\$ -		\$ 321,237
City Manager	1,218,689		-	5,000		1,223,689
City Clerk	257,557		-	-		257,557
City Attorney	455,458		-	-		455,458
Human Resources	2,920,647	B	2,284	2,284		2,922,931
Information Technology	3,234,967		-	-		3,234,967
Fire/Rescue	13,684,689	C	16,280	16,280		13,700,969
Financial Services	2,587,864	C	1,118	1,118		2,588,982
Recreation & Parks	7,763,413	C	109,283	109,283		7,872,696
Police	23,867,860	A,C	66,875	66,875		23,934,735
Public Works	9,217,987		-	-		9,217,987
Community Development	2,659,620	C	2,542	2,542		2,662,162
OPEB	400,000		-	-		400,000
Contingency	155,869		-	-		155,869
Indirect Cost Reimbursement	(1,268,214)		-	-		(1,268,214)
Capital Improvements	4,944,577		-	11,839		4,956,416
Total Appropriations	\$ 72,422,219		\$ 198,382	\$ 215,221		\$ 72,637,440
OTHER FINANCING SOURCES						
Transfers to Other Funds	\$ 8,598,467		\$ -	\$ 2,650,000		\$ 11,248,467
	\$ 8,598,467		\$ -	\$ 2,650,000		\$ 11,248,467
TOTAL APPROPRIATIONS	\$ 81,020,686		\$ 198,382	\$ 2,865,221		\$ 83,885,907

Section II: Estimated Revenues and Appropriations. **Community Development Housing Fund** of Ordinance 14-036, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2014-2015 BUDGET	Amended 9/8/14	Total Amendments	Amended 2014-2015 Budget
ESTIMATED REVENUES				
Annual CDBG Grant Funding	\$ 851,448	\$ -	\$ -	\$ 851,448
HUD City of Greenville	357,976	-	-	357,976
Program Income	-	D 21,894	21,894	21,894
Transfer from Small Business Loan	-	-	-	-
Transfer from General Fund	457,803	-	-	457,803
TOTAL REVENUES	\$ 1,667,227	\$ -	\$ 21,894	\$ 1,689,121
APPROPRIATIONS				
Housing Fund	\$ 1,667,227	D 21,894	\$ 21,894	\$ 1,689,121
Total Expenditures	\$ 1,667,227	\$ 21,894	\$ 21,894	\$ 1,689,121
TOTAL APPROPRIATIONS	\$ 1,667,227	\$ 21,894	\$ 21,894	\$ 1,689,121

Section III: All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Adopted this 8th day of September, 2014.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 9/8/2014
Time: 6:00 PM

Title of Item: Presentations by Boards and Commissions

- a. Firefighters Relief Fund Committee
- b. Public Transportation and Parking Commission

Explanation: The Firefighters Relief Fund Committee and the Public Transportation and Parking Commission are scheduled to make their annual presentations to City Council at the September 8, 2014, meeting.

Fiscal Note: N/A

Recommendation: Hear the presentations from the Firefighters Relief Fund Committee and the Public Transportation and Parking Commission.

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Attachments / click to download



City of Greenville, North Carolina

Meeting Date: 9/8/2014
Time: 6:00 PM

Title of Item: Presentation by the Mid-East Commission

Explanation: Timmy Baynes, Executive Director of the Mid-East Commission, will present to the City Council an overview of programs and services offered by the Mid-East Commission for Region Q. Region Q consists of the counties of Beaufort, Bertie, Hertford, Martin, and Pitt and the municipalities within the 5-county region. Services include but are not limited to planning, economic development, job readiness, employment, youth employment, and services for aging populations. As a member of the Mid-East Commission, the City pays annual dues of approximately \$24,000 in return for the above-referenced services.

Fiscal Note: No cost associated with the presentation.

Recommendation: Receive the report from Timmy Baynes

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 [Mid East Commission 2014 report](#)



MID-EAST COMMISSION

"People Working Together"

Ken # 11

MID-EAST COMMISSION



NC Regional Councils
Creative regional solutions

North Carolina's Association of Regional Councils of Government

www.ncregions.org



Item # 11

MID-EAST COMMISSION



MID-EAST COMMISSION



Beaufort County	Bertie County	Hertford County	Martin County	Pitt County
Aurora	Askewville	Ahoskie	Bear Grass	Ayden
Bath	Aulander	Cofield	Everetts	Bethel
Belhaven	Colerain	Como	Hamilton	Falkland
Chocowinity	Kelford	Harrellsville	Hassell	Farmville
Pantego	Lewiston Woodville	Murfreesboro	Jamesville	Fountain
Washington	Powellsville	Winton	Oak City	Greenville
Washington Park	Roxobel		Parmele	Grifton
	Windsor		Robersonville	Grimesland
			Williamston Item # 11	Simpson
				Winterville

MID-EAST COMMISSION



PROGRAMS OF WORK

- Area Agency on Aging
 - HCCBG
 - LTC Ombudsman
 - Family Caregiver Support
 - Evidence Based Health Promotions
 - Senior Medicare Patrol
 - Community Resource Connections
 - HUD Approved Housing Counseling Agency for Reverse Mortgage Counseling
- Administration
 - Financial and Administration Assistance
 - HR Assistance
 - Meeting Facilitation
- Community & Economic Development
 - EDD
 - Regional CEDS
 - Small Business Loans Program
 - Grant research and application assistance
 - Grant administration
 - IDF, NC Rural Center, CDBG, EDA, Golden LEAF

MID-EAST COMMISSION



PROGRAMS OF WORK

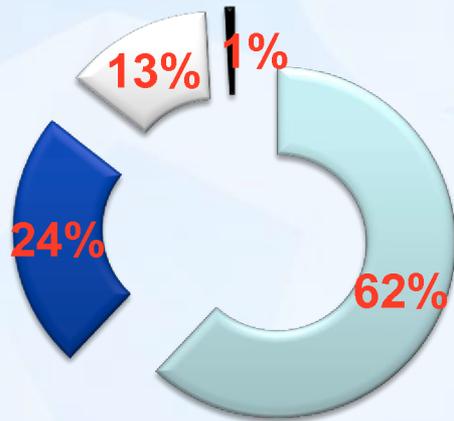
- Mid-East Development Corporation
 - Non-profit owner of 3 multi-unit housing properties (Ahoskie & Farmville)
 - Seniors' Center in Belhaven
- Planning Department
 - RPO – Mid-East & Peanut Belt
 - Planning Assistance:
 - Regulation / Ordinance Updates and development
 - Recreation Plans
 - Healthy / Active Living
 - GIS
- Workforce Development
 - NC Works (JobLink) Career Centers
 - Job Fairs
 - OJT- Work Experience
 - Job Placement assistance
 - Adults / Dislocated Workers
 - Youth ages 16-21
 - Business Services:
 - Incumbent Workers
 - Job Profiling
 - Career Readiness Certificates
 - Rapid Response – Plant Closures / Major Layoffs

MID-EAST COMMISSION



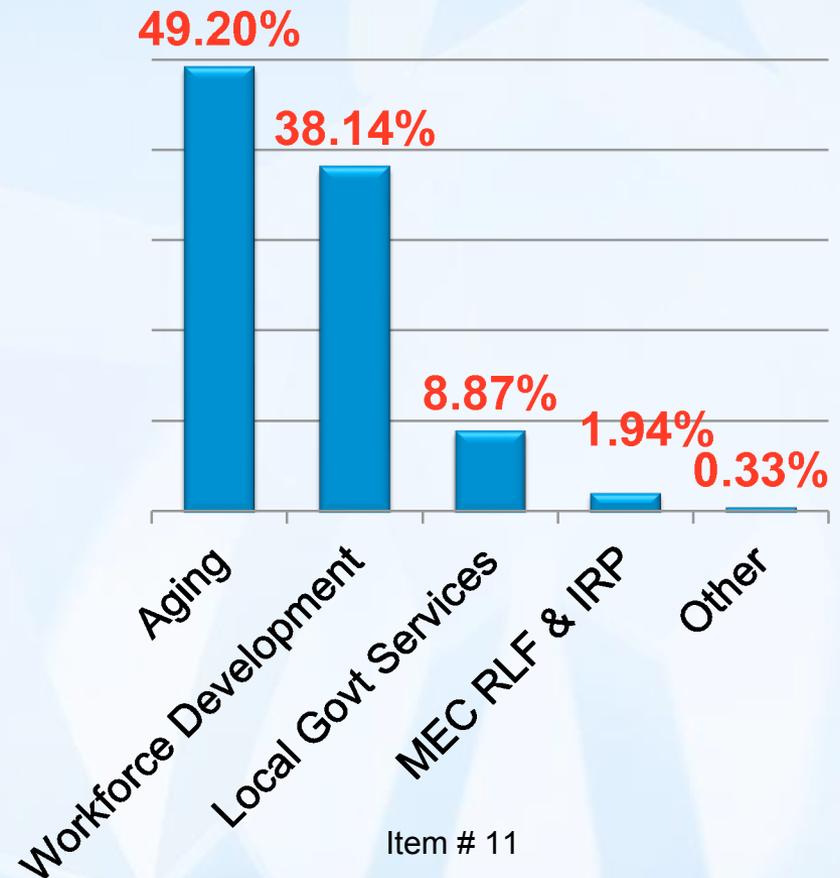
FINANCIAL RESOURCES

Sources of Revenue



- Federal
- State
- Local
- Other

Expenditures By Program





Mid-East Commission
Timothy Baynes, Executive Director
Website: www.mideastcom.org

Item # 11



City of Greenville, North Carolina

Meeting Date: 9/8/2014
Time: 6:00 PM

Title of Item: Presentation on the Dickinson Avenue Market and Planning Study

Explanation: **Abstract:** The City hired a consulting team, headed by Brian Wishneff & Associates, to complete a market and planning study of a project area that includes the historic Dickinson Avenue corridor. The consulting team is now prepared to give a summary presentation of its redevelopment vision for the project area. Based on responses and/or directions from the City Council, the consulting team will then complete its final report (or plan) for the project area, including relevant implementation planning.

Explanation: The City's current strategic plan has a strong focus on Economic Development and tax base growth, and includes tactics relating to business attraction and retention, product development, urban revitalization, and providing a range of employment opportunities. Additionally, a current City Council goal is to make transportation gateways and commercial corridors more attractive and accessible. These goals form the framework surrounding the importance of the Dickinson Avenue Market and Planning Study.

The City sought a highly experienced and creative team to complete a market-based revitalization study of the Dickinson Avenue corridor between Reade Circle and 14th Street, which bisects and anchors the city's "warehouse district" within the West Greenville Redevelopment Area. The study area includes the newly constructed Federal Courthouse, the Imperial Tobacco site, the site of the future Greenville Transportation Activity Center (GTAC), two National Register Historic Districts, and a cluster of State-owned properties within ECU's Warehouse District (ECU Master Plan, 2012). It was recognized that this area has a strategic location but a structured vision for this area was needed. As a result, the City Manager's office initiated a project to identify catalytic projects and investment strategies to redevelop the area. The focus of the project was to add jobs, focus investment and create additional economic development for the area.

The City has an agreement with NCDOT to rebuild historic Dickinson Avenue and a streetscape improvement plan for the corridor. The future 10th Street

Connector also traverses the study area. Therefore, it is critical that the City maximize its opportunities in this area in ways that are economically and environmentally viable, while preserving and capitalizing on its unique character.

After a competitive procurement process, the Greenville City Council approved the selection of a consulting team, which is headed by Brian Wishneff & Associates. The team also includes Ayers Saint Gross and Partners for Economic Solutions, a real estate, economics, and market analysis firm.

The scope of services for this project includes a master plan and urban design framework for the study area; a market and economic study that analyzes the potential of the area to support new Office, Technology, and Institutional Uses as well as Residential Uses; and a strategic action plan for implementing key redevelopment and/or economic development projects. Another goal of this planning process was to work with ECU on exploring ways to support public/private investment in ECU's "Warehouse District," such as creation of a technology transfer facility in the Haney Warehouse. The plan recommends a conceptual vision and transportation improvements in relation to the GTAC, and it assesses the feasibility of economic development opportunities (e.g., advanced manufacturing uses) as well as provides a framework for supporting historically-appropriate redevelopment and adaptive reuse of historic properties in ways that preserve the character of the area and leverage private investment in this future destination district.

The consulting team and City staff are continuing to explore redevelopment strategies with ECU.

Members of the consulting team (referenced above) will deliver to City Council a presentation of approximately 30-35 minutes, which summarizes their planning process and vision for the Project Area. Attached is a summary of their key findings from the market and existing conditions analysis, their main planning concepts and strategies for the project area, and their key recommendations.

Outlined below is the public engagement process that was utilized for this project:

Public engagement for this project involved the following two modes of engagement:

- 1) public forums, which directly engaged the public in the planning process
- 2) stakeholder and commission meetings, which involved indirect public engagement.

Public Workshops

The two "keystone" larger-scale public engagement events of this project were the December 16, 2013 Public Workshop and the May 13, 2014 Public Workshop and Presentation. City staff advertised these two events via a variety of media to reach a cross-section of local residents: City Page ads, GTV public service spots, radio segments, the City website, and direct mail postcards to

property and business owners in the project area.

Approximately 50 people attended the December 2013 “kick-off” workshop at the Greenville Museum of Art. At that event, the consulting team facilitated an urban design “charette,” inviting participants to go around to different stations – grouped by theme – and to sketch out their thoughts on sticky notes and place them on maps of the project area. At that early stage of the process, the goal was to encourage residents, business owners, stakeholders, and public officials to contribute their local knowledge, unique experiences, creative energies, and policy preferences to the planning process. That public input informed the consulting team’s analysis of the project area and, subsequently, the vision and the strategic concepts of the plan.

The second public workshop was held in City Hall in May 2014. The meeting began in the Third Floor Gallery with an interactive discussion of the consulting team’s initial design concepts and strategies for the project area. The meeting then moved to the City Council Chambers, where the consulting team gave a formal presentation on their research, urban design and economic development analysis, and initial vision, concepts, and strategies for the project area. The discussion in the Gallery and the Q&A period that followed the presentation gave the consulting team valuable feedback and input, which enabled the team to refine the community’s vision for the area. This event was attended by over 80 people.

The two public workshops enabled the consulting team and City staff to collect a diverse and broad range of public input - comments, concerns, ideas, localized “on the street” tips and insights, etc. In the weeks following the public workshops, City staff also collected follow-up comments from persons who had attended the workshops as well as comments from persons who were unable to attend the events but wanted to give their input. The consulting team synthesized all of the public input, which was then used to guide and inform their analysis, planning concepts and strategies, and recommendations.

Stakeholder and Commission Meetings

City staff and the consulting team also sought input and specialized expertise from stakeholders, public officials and committee/commission liaisons, and topic-specific planning groups. The list of stakeholder and topic-specific groups that met to discuss different aspects of the project included:

- City Council (small groups)
- Core Working Group
- Redevelopment Commission (provided input and funding toward the study)
- Parking & Transportation Group
- Infrastructure & Utilities Group
- Land Use & Zoning Group
- ECU/PCC Group
- Economic Development Partners

The meetings with the above groups were facilitated either via video conference calls with the consulting team or via in-person visits with the City staff and/or the consulting team. These group meetings were not advertised as public workshops; however, the stakeholders and commission/committee members and public officials that attended these meetings represent the public and/or various public constituencies in their official or professional capacities; also, some of these meetings were open to the public and/or televised on GTV.

Fiscal Note:

In the final report, the plan will recommend expenditures for public infrastructure improvements and business assistance programs to be considered by the City Council in the future.

Recommendation:

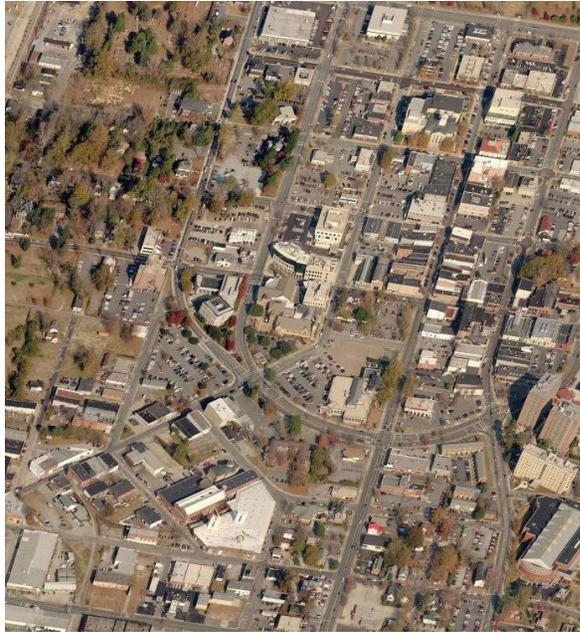
The presentation is for informational purposes: the consulting team will incorporate City Council comments, concerns, and directives in their final report (plan document).

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 [Executive Summary](#)

EXECUTIVE SUMMARY



GREENVILLE, NC

INTRODUCTION

Greenville is a classic North Carolina small city with great potential—but the City must act quickly to advance several strategic planning initiatives.

Greenville’s leaders and key stakeholders are committed to working together to transform Greenville into a more vibrant city. They understand that Greenville’s urban core will be a fulcrum of that transformation. But time is of the essence as several of Greenville’s most valuable remaining historic buildings are in disrepair and may soon be lost forever. If the community can act quickly to accelerate its redevelopment, these historic resources will anchor a vibrant and authentic urban environment which will attract future residents and businesses.

Greenville’s urban core encompasses many areas – Uptown, the ECU campus, TRUNA and the Dickinson Avenue Corridor – that today are disconnected from each other, and in many cases, underdeveloped. Chronic physical disconnects continue to hold the City back, limiting its economic development potential and leading to extensive vacancies and empty parcels.

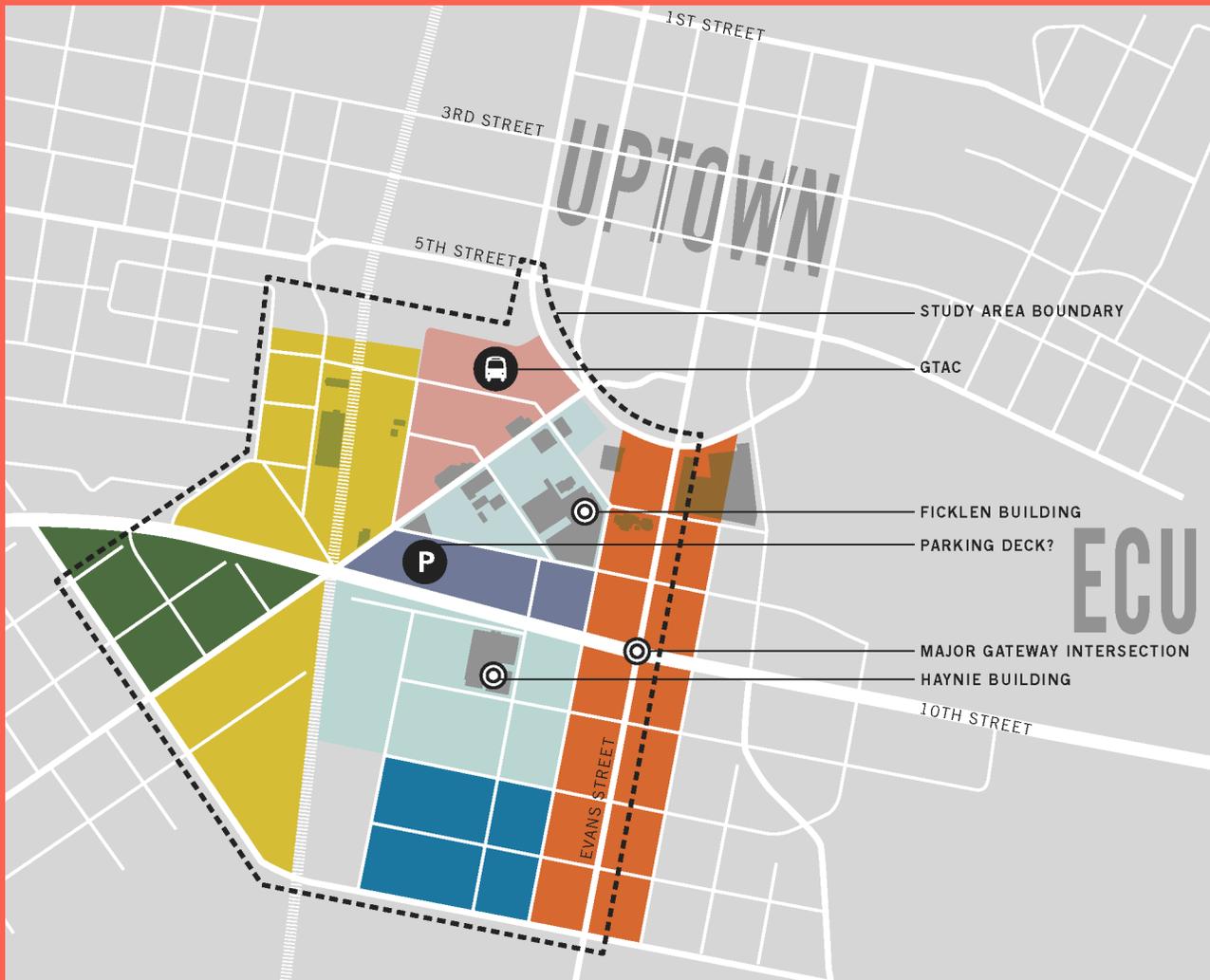
For Greenville to grow and sustain a healthy and vibrant core, it is imperative that City stakeholders transform these disintegrated areas

into a coherent, mixed-use urban core, anchored by distinctive districts. Doing so will reflect North Carolina’s rich tradition of great towns and cities like Chapel Hill, Asheville and Durham and also national trends where college towns and university-based cities are creating lively multi-generational communities that integrate “town and gown.”

Recent demographic shifts in the U.S. show that younger Americans are growing more entrepreneurial, collaborative and urban(e). This situation is particularly germane to Greenville where ECU and North Carolina’s broader STEM (Science, Technology, Engineering and Math) economy would be well-served by new “innovation” venues that attract and retain young professionals and talent to the region—especially recent college graduates looking to start companies. In a similar pattern, PDR Industries (Production, Distribution and Repair) are also resurgent in the region and a natural fit for Greenville’s industrial past. The Dickinson Avenue Corridor study area including ECU’s planned Millennium Campus south of 10th Street offers highly desirable sites for all these various uses.

Residential development is arguably the most important element of any community-building initiative. Encouraging people—especially non-students—to move downtown will help to spur other key programs including retail, cafes and

THE DICKINSON AVENUE CORRIDOR STUDY AREA AND EIGHT SUB-AREAS



Legend

- AREA ONE: HISTORIC BUILDING INFILL
- AREA TWO: ARTS DISTRICT AND TRANSIT
- AREA THREE: 10TH STREET THRESHOLD
- AREA FOUR: INNOVATION ZONE
- AREA FIVE: PDR AREAS
- AREA SIX: EVANS CORRIDOR
- AREA SEVEN: EXISTING RESIDENTIAL NEIGHBORHOOD
- AREA EIGHT: ATHLETICS / RECREATION ZONE

food, recreation and transit use. North Carolina offers some of the most robust, medium-density residential development models in the U.S., and there are several places within the study area that offer great locations for these types of developments.

Transit infrastructure is also critical to the success of the Dickinson Avenue Corridor. Greenville must leverage the proposed Greenville Transportation and Activity Center (GTAC) to attract new, higher-density development and design the GTAC in a way that it is seen as user-friendly and attractive. While the nearby 10th Street Connector will significantly enhance automotive access to Greenville’s urban core, its imposing overpass coupled with potentially high speed limits will likely prove a detriment to the study area and must be addressed as part of a broader multi-modal transportation strategy for central Greenville.

The broad various ideas and recommendations outlined below address these issues and offer a path forward to creating a dynamic, highly vibrant central Greenville.

These initiatives are the right things for Greenville, and now is the right time to pursue them.

THE STUDY AREA

The study area encompasses approximately 200-acres of largely post-industrial land bisected by Dickinson Avenue – a historic city gateway lined with early to mid-20th Century commercial storefronts. Although much of the area is blighted and underdeveloped, it features several significant historic structures including the Ficklen, Cupola and Haynie buildings along with a number smaller but distinctive brick warehouses and commercial buildings.

For planning purposes, it always helps to break a large study area into distinct sub-areas defined by physical features, infrastructure or ownership patterns. These sub-areas can then be evaluated from both a physical planning and economic perspective. The Dickinson Avenue Corridor features eight of these sub-areas:

AREA ONE: HISTORIC BUILDING INFILL

Along the south side of Dickinson Avenue, this sub-area includes the Ficklen and Cupola Buildings. These extraordinary buildings should be renovated to support a wide range of uses from residential lofts, offices and innovation space. Once renovated, they will help to create an authentic and distinctly North Carolinian feel to the wider area. Generally speaking, “authentic places” are desired by millennials and young professionals—this loft-warehouse character will be a key aspect of branding the broader study area. Additionally, this sub-area should include public amenities and open spaces along existing railroad spurs that are expected to be decommissioned in the future.

AREA TWO: ARTS DISTRICT AND TRANSIT

North of Dickinson Avenue, near Reade Circle, this sub-area includes the new transit center (the GTAC). Early-phased development providing

residential for both students and young professionals should be built adjacent to this transit resource – creating a TOD, or Transit-oriented Development. Several existing streets in this zone should also be realigned both to improve accessibility/visibility to ECU and the Uptown District—this will better integrate the GTAC into other adjacent areas in the study area including the Imperial Site. This realignment will create larger parcels ideally configured for larger format, mixed-use residential. This sub-area also features significant pad sites for PDR businesses—combining jobs and living spaces.

AREA THREE: 10TH STREET THRESHOLD

The new 10th Street Connector located in this sub-area will be a major east-west roadway linking ECU and the Medical Center. As drivers and passengers reach this segment of 10th Street, they will sense that they have truly arrived in downtown Greenville, making this sub-area a major gateway into the city and a logical place for well-sited public parking directly adjacent to the 10th Street Connector embankments. It is essential that buildings and streets in this sub-area be arranged to facilitate pedestrian movement across 10th Street. Greene Street should be extended north of 10th Street to create a new four-way intersection that facilitates pedestrian crossings. This new intersection will also create highly-attractive block sizes for new developments and a key new public park/plaza.

AREA FOUR: INNOVATION ZONE

This sub-area includes the future ECU Millennium Campus and historic buildings including the Haynie Building along 10th Street, a readily identifiable landmark. Greenville and ECU should work together to ensure that this new campus will support the innovation needs of the University while also reinforcing the mixed-use character of the larger study area. The vitality of this innovation zone will increase through adding new mixed-use residential development along Evans, so it will be important to coordinate private development in the areas situated between the Millennium Campus and Evans Street.

AREA FIVE: PDR AREAS

Market analysis suggests an opportunity to support places for advanced manufacturing and next-generation maker space. Some of these Production, Distribution and Repair (PDR) businesses would incorporate storefronts where people can buy products made on site. Local stakeholders

have expressed an interest in developing joint facilities in this area for ECU, Pitt Community College, local economic development offices and private businesses.

AREA SIX: EVANS CORRIDOR

Evans Street is a major gateway/thoroughfare into Greenville connecting ECU, the Study Area and the Uptown District. Because of its high visibility and role as a “connector” between key districts in Greenville, it is important to create buildings that have multiple stories and a mix of uses that help create a vibrant and walkable environment. Ideally, these buildings will also include mid-block structured parking hidden from the street. These blocks situated between Evans Street and the future Millennium campus are a prime redevelopment opportunity which will connect this new campus with ECU’s main campus and other areas of Greenville.

AREA SEVEN: BUNGALOW DISTRICT

This well-maintained, single family neighborhood features numerous detached houses that offer additional residential options that would complement the proposed multi-family residential units planned in other parts of the study area. The Dickinson Avenue Corridor plan leverages a fairly healthy part of the city with minimal public investment.

AREA EIGHT: ATHLETICS / RECREATION ZONE

The current residential neighborhood in this sub-area is in decline and will likely be further stressed by the construction and operation of the elevated 10th Street Connector overpass. While future redevelopment plans for this area must remain flexible and sensitive to the needs of existing populations, this sub-area may be appropriate for athletic facilities and similar uses. Possible options in this sub-area include a downtown-style ballpark using the entire site or a mixed-use district anchored by multi-facility athletics/recreation uses like the West Greenville Basketball Complex, along with compatible restaurant(s)/food vendor(s), commercial uses and a police substation. Other uses might include a skateboard park, softball fields, or miniature golf.

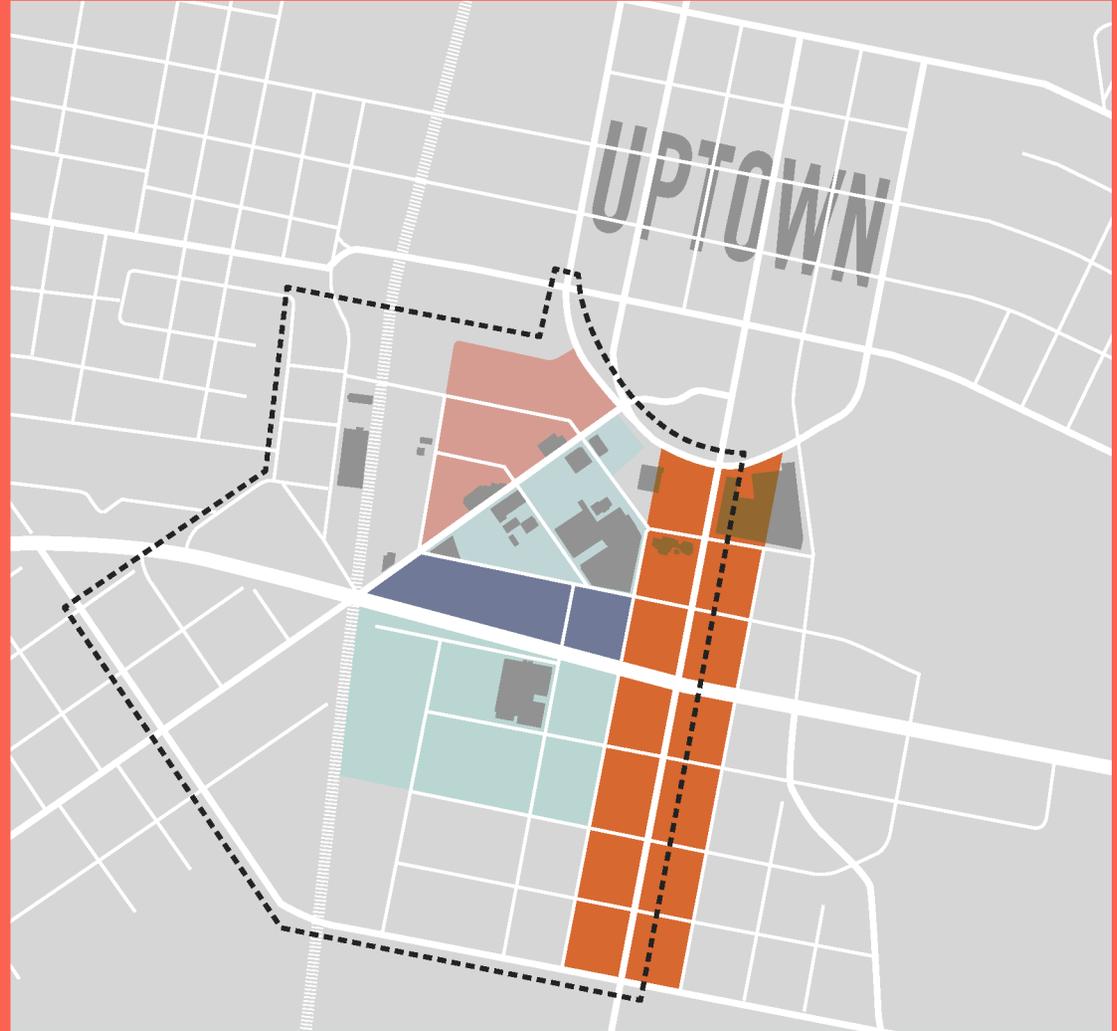
URBAN DESIGN - THE DEVELOPMENT CORE

All of the Dickinson Avenue study area cannot be transformed at once – it is important to focus efforts into key areas where real estate development interest is highest and the potential for catalytic redevelopment is more favorable. Investments in the development core (Zones 1 and 2 above) as well as in the ECU Warehouse Campus (Zone 4 above) have the potential to generate highly positive economic development impacts further down Dickinson Avenue and more generally, in West Greenville. The community can leverage private investments in the development core by moving and/or realigning streets, building additional public parking structures, investing in vibrant public spaces (additional parks, plazas and streetscapes), and supporting the preservation and conversion of existing historic buildings into new innovation and manufacturing spaces, residences and offices.

MIXED USES

A more vibrant urban core for Greenville should include housing, office and research combined with ground-floor uses like retail and residential amenities (such as meeting spaces, fitness facilities and lounges). Other desirable amenities include restaurants, cafes and coffee shops. Residential types should provide both student and more importantly, non-student residential and it is critical to achieve the right balance between the two. Rather than focusing exclusively on demand for a large amount of student housing units, the community should seek to carefully balance this provision with young professional and empty nester housing.

FIVE SUB-AREAS MAKE UP THE DEVELOPMENT CORE



Legend

- AREA ONE: HISTORIC BUILDING INFILL
- AREA TWO: ARTS DISTRICT AND TRANSIT
- AREA THREE: 10TH STREET THRESHOLD
- AREA FOUR: INNOVATION ZONE
- AREA SIX: EVANS CORRIDOR

Item # 12

COMPACT, WALKABLE FOOTPRINTS

The master plan of the Dickinson Corridor will promote an urban character that encourages pedestrian links between other districts in the City such as Uptown Greenville and ECU. Walkability depends both on providing a varied mix of uses where multiple needs can be accommodated and on providing a pleasant pedestrian experience. New and existing buildings must work together to support pedestrian activity. Depending on the size of existing blocks, parking may not be fully accommodated on site—drivers may need to park in structures one or two blocks away. Existing streets like Dickinson Avenue have a narrow R.O.W. making it difficult to adequately accommodate vehicular movement, on-street parking and pedestrians. In this particular case, on-street parking may not fit in the Dickinson Avenue redesign so that wider sidewalks and street furniture can improve the public realm.

DEVELOPMENT GUIDELINES

The master plan for the Dickinson Avenue Corridor will recommend an overlay district in the Development Core. Development regulations in the overlay district would limit certain uses at key intersections and along important corridors that would compromise or hinder the goals and objectives of the master plan. Establishing form-based design guidelines or development guidelines will help to promote the community's vision for this the development core. The specificity of these guidelines can be guided by the community and may not prescribe architectural details but would address building height, forms, volumes, entrances, and setbacks. The goal is to help in creating active streets and public/private spaces.

COMMUNITY-BUILDING INFRASTRUCTURE

The Dickinson Avenue Corridor in general, and the planned Millennium Campus specifically should provide public, highly-visible, "programmed" event spaces and amenities including collaboration lounges, food and drink establishments, retail and WiFi. These elements will provide both an on- and off-site student draw and create prominent venues for regional innovation activities.

ENHANCED MOBILITY + CONNECTIVITY

This new district will build off of the proposed GTAC, focusing early residential developments nearby. The GTAC will also benefit from a reorganized street grid that improves wayfinding and connectivity to other areas of the City. In addition, it reinforces that walking and riding bicycles are important ways to get around the city. Facilities for bicycles should be enhanced such as additional bicycle lanes and bicycle parking. To encourage more pedestrian activity, streetscapes should consider design options such as providing trees, street furniture and adequate lighting to make pedestrians safe and comfortable.

COMPELLING PUBLIC SPACES

This new area of Greenville will include many public spaces and amenity spaces that will create a strong identity for the Dickinson Avenue Corridor. Streets will also act as "linear parks" and therefore be updated with new streetscapes.

PARKING STRATEGY

Existing streets and blocks present several design challenges that will need to be addressed. For instance, it may be difficult to collocate adequate parking spaces on each block given certain development programs like office or residential. In addition, proposed development will add pressure to existing parking resources including existing on-street parking and public lots. In the case of Dickinson Avenue, upcoming streetscape improvements will eliminate on-street parking to create wide sidewalks and street furniture. A plan for off-street parking for Greenville is needed to maximize the efficiency of this public resource.



URBAN DESIGN ASSUMPTIONS AND CONDITIONS

- » Areas of the street grid in the study area will need to be redesigned in order to improve wayfinding, better integrate the GTAC and create larger development parcels that are more attractive to contemporary residential builders;
- » The proposed GTAC will be a “game changer” for the City of Greenville; however, it will need to be designed to be inviting in order to encourage its use;
- » The existing historic buildings in the study area offer a tremendous resource giving Greenville’s revitalized urban core an authentic, historic character;
- » The Study Area is really four areas due to the physical barrier of the train tracks and proposed 10th Street Connector;
- » Dickinson Avenue as it passes under the 10th Street Connector is a critical connection point;
- » The speed of cars traveling on the 10th Street Connector will have a serious impact on pedestrian connectivity. Traffic calming along 10th Street should be addressed with the North Carolina Department of Transportation through the 10th Street Corridor Safety Study that the City and ECU are currently working on for 10th Street east of Evans;
- » The entire study area cannot be transformed at once, so it is important to focus efforts on certain areas that will spur change and future transformations; and
- » The intersection at 10th Street and Evans Street will be a prominent intersection, and Evans is an important gateway leading into the Uptown District. It is important to activate these areas with dynamic mixed-use, multiple story development that includes structured parking.

Item # 12

MARKET OVERVIEW

The private market in Greenville for tech and other small businesses may be slow and incremental to develop. The initial offering should include 8,000 to 10,000 square feet for small businesses with a sliding rent structure appropriate to the company's stage of development. Over time as businesses mature and grow, demand will be created for larger spaces of 3,000 to 10,000 square feet, which could be accommodated in one- and two-story multi-tenant buildings of 10,000 to 20,000 square feet.

The plan must be flexible to respond to the needs and opportunities created by small businesses, including many that do not yet exist. Redevelopment will occur over a period of 15 to 30 years, during which the economy will continue to shift and evolve, creating new businesses and even new industries.

Public investment will be needed to set the stage and support private development. Public/private partnerships should be used to beautify the district and preserve the historic buildings that give the district its character. Land assembly and/or provision of public land for development also may be necessary.

MARKET ASSUMPTIONS AND CONDITIONS

- » A joint facility in the study area that includes East Carolina University, Pitt Community College, county/city economic development offices and private businesses.
- » Future office, workshop and laboratory spaces to accommodate small technology and other businesses.
- » There is a current demand for 200 to 400 units of private-sector student housing.
- » There is a current need for a mix of smaller residential developments (30 to 50 units each) aimed at young professionals and empty nesters, including loft apartments, rental apartments, rental and for-sale townhouses and small-lot single-family units on the periphery.
- » A mix of restaurants, cafés, art galleries, studios and antique stores focused in first-floor retail spaces on Dickinson Avenue and Evans Street, targeting non-student uses could be supported by additional residential development.

FINANCING STRATEGIES

The City has a number of opportunities to utilize proven financial and economic models to not only encourage, but to facilitate the redevelopment of existing historic buildings within the study area. Specifically we have focused our efforts on analyzing the potential for repurposing the historic Haynie Building and the land that supports the area owned by East Carolina University, as well as the other historic buildings in the study area including the Imperial site and the UNX Ficklen Warehouse building.

When owners of smaller buildings witness the larger institutions and the City making investments in their area it builds confidence and a desire to participate in the revival of a commercial district. This is why we encourage a concerted effort to develop at least one signature project in an expeditious time frame.

FEDERAL HISTORIC TAX CREDITS

The use of Federal Historic Tax Credits can reduce construction costs by as much as 20%, and all of the properties over 50 years old within the study area are potentially eligible.

NORTH CAROLINA MILL CREDIT

While the North Carolina Mill Credit expires at the end of 2014, there is an opportunity to “reserve” the ability to use that process which could reduce construction costs by as much as 40%. This Mill Credit reservation is strongly recommended for action by the owners of eligible buildings within the study area.

NEW MARKET TAX CREDIT

New Market Tax Credits are also available on a competitive basis for projects that achieve other private funding sources and still have a need

for “gap financing.” New Market Tax Credits generally pay for 15 percent of project costs. There is a very good chance for the City to play a role in defining a development project that would rate favorably for this financing tool.

OTHER INCENTIVES

Local incentives can also play a valuable role in encouraging owners of underutilized buildings to invest private capital in renovation projects. We would recommend the consideration of Local Economic Development Grants that are based on financial rewards to developers after they have invested required private capital and produced significant new tax revenue for the City. These types of grants do not cost the City “up front” or existing funds, rather they are funded by the use of future new revenue generated by projects that “but for” this incentive would not be built.

There is also opportunity for new development within the corridor and by incorporating the research conducted by PES we have determined a mix of uses including institutional, retail, commercial office, and market rate and student housing that can be developed. The City can play a major role in real estate development projects by offering the same kind of “reimbursement” grants offered to existing building rehab projects. These incentives would again be funded by the future local tax revenue of approved projects, and would not be a drain on existing general

fund dollars. Through the adoption of land use and regulatory policies suggested throughout the body of this study, the private sector will gain confidence that the Dickinson Avenue Corridor is a place that is valued by the City, and is an area that is worthy of appropriate risk and financial investment. The combination of new development coupled with the repurposing of the corridor's existing building stock will create a healthy mix of space that can meet many different budgets and uses.

To assist in the funding of much needed public improvements throughout the corridor, and also encourage public-private partnerships, a number of funding vehicles can be used. Business Improvement Districts can provide a dedicated and stable revenue stream by collecting tax revenue generated within an agreed upon geographic area for the purpose of returning that revenue to the district in the form of physical improvements or marketing of the area. When

property owners see their tax dollars at work to their direct benefit they generally are supportive of those tax levies. Tax Increment Financing is another proven method to generate funding for public improvements as a result of new tax revenue being generated from either a private development or public-private partnership. Again, the revenue stream is well defined and both the private developer and the City know what type, use and quality of development they are participating in through a negotiated agreement. As mentioned previously related to grant administration, economic development authorities or similar quasi-government entities are the appropriate agencies to represent the City's best interests and enter into these types of agreements. The use of General Obligation Bonds (GOBs) is perhaps the most widely utilized and most traditional financial tool for cities to pay for long term public improvements. These bonds give the City complete control over the individual elements being paid for and constructed by them, but their use in this corridor should be considered with an eye towards being a catalyst for private sector investment and new revenue and job creation activities.



City of Greenville, North Carolina

Meeting Date: 9/8/2014
Time: 6:00 PM

Title of Item: Renewal of Uptown Greenville Contract for Services

Explanation: **Abstract:** Beginning in 2010, the City Council has approved requests to execute annual contracts with Uptown Greenville. The services outlined in the proposed \$50,000 contract for FY 14-15 (attached), include assisting the city with business recruitment and retention, management of special events to include Five Points Plaza scheduling, as well as working with city staff to organize public input efforts for infrastructure projects in the Uptown Commercial District. It is also the intent of this contract renewal to expand technical guidance, coordination and advisement of organizations and individuals using the plaza.

Explanation: 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 contract was increased to \$50,000 per year in 2012. The services outlined in the proposed contract for FY 2014 - 2015 (attached), include business recruitment and retention, management of special events to include Five Points Plaza, Uptown District promotion, as well as organization of public input sessions for infrastructure projects in the Uptown Commercial District.

In previous contracts, Uptown was to begin a project to determine the methodology for the establishment of a Municipal Service District for the area. There has been limited progress on this contract element and at the request of Uptown Greenville, it has been removed from the contract. As required by the contract, Uptown Greenville has reported their progress toward fulfilling the terms of previous contract. Uptown Greenville is requesting that the contract be renewed for an additional year at the \$50,000 level.

Fiscal Note: This is the third and final year of the informal agreement with ECU and Vidant to increase funding from the standard \$25,000 level to the \$50,000 level. Funding to pay for this contract has been included in the City of Greenville budget within the budget for the City's Office of Economic Development. Recommendations for future funding levels will be developed as part of the FY

2015-2016 budget process.

Recommendation: Staff is of the opinion that the Uptown Greenville organization provides valuable services to the City and recommends that the contract for services be renewed for a period ending on June 30, 2015, at the \$50,000 level.

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NORTH CAROLINA
PITT COUNTY

CONTRACT FOR SERVICES

This CONTRACT is made the 9th day of September, 2014, by and between the City of Greenville, a North Carolina municipal corporation (the CITY), and Evergreen of Greenville, Inc. doing business as Uptown Greenville, a North Carolina nonprofit corporation (UPTOWN);

WITNESSETH

1. Consideration.

The consideration of this CONTRACT are the services to be performed by UPTOWN for the CITY, and the sum of \$50,000 paid by the CITY to UPTOWN.

2. General Work to be Performed.

UPTOWN will use its best efforts to publicize the economic, educational, social, and cultural benefits of the Uptown business district of Greenville; assist in recruiting business and residents to the Uptown area; and provide information on the Uptown business district of Greenville to prospective businesses and residents. UPTOWN will publicize and promote the City's urban revitalization efforts and plans through the normal business activities of UPTOWN.

3. Specific Work to be Performed.

UPTOWN will perform the following specific services:

I. BUSINESS RECRUITMENT AND RETENTION:

- A. UPTOWN shall, in cooperation with CITY, and other partners as appropriate, assist with implementation of a comprehensive economic development program for the district. UPTOWN's economic development efforts shall attempt to retain and recruit retail businesses in the district, recruit new employers to the district and facilitate commercial and residential development. Economic development services and activities performed, supported and/or coordinated by UPTOWN may include but are not limited to, corporate and retail visitation programs, real estate developer outreach, available properties database, participation in trade show and association events, provision of technical assistance to and/or potential new businesses in the district, and data collection/publication. UPTOWN'S marketing work will maintain strong ties to other regional economic development partners to maximize information sharing and resources.

- B. UPTOWN shall, in cooperation with CITY, recruit investors/developers for the former State Theatre building.
- C. UPTOWN shall serve as the administrator of the Uptown Retail Challenge on behalf of the CITY.

II. UPTOWN BEAUTIFICATION:

- A. Continue to maintain and improve on Planter Beds adopted through the Adopt-A-Bed program located along Evans St. between 5th and 3rd Streets and pursue funding in support of a private maintenance contract for all Uptown planters.
- B. Add to destination feel of Uptown by providing colorful event and district lamppost banners throughout the Uptown business district of Greenville.

III. SPECIAL EVENTS, PROMOTIONS & PRIVATE SUPPORT

- A. Credit the CITY as a major sponsor of PirateFest, Freeboot Friday, and the Uptown Umbrella Market.
- B. Serve as primary organizer and sponsor for PirateFest, First Friday ArtWalk Series, Freeboot Friday, and the Uptown Umbrella Market.
- C. In an effort to provide a wide range of quality programming for the Five Points Plaza facility and the Uptown Commercial District, UPTOWN shall provide information, technical assistance and other guidance as necessary to outside organizations interested in sponsoring and holding special events within the Uptown District.
- D. Coordinate the review process for organizations applying to hold special events on the Five Points Plaza in accordance with the City's established rules for use of the venue.
- E. Continue to strengthen the connection that residents, employees and visitors have to the district and increase the district's reputation as an attractive location for businesses and employees via year round programming.

IV. GUIDANCE FOR PUBLIC INFRASTRUCTURE PROJECTS

- A. Upon request from the CITY, UPTOWN shall help build consensus for public infrastructure projects in the form of public input gathering, surveying, and communication of plans.
- B. Upon request from the CITY, UPTOWN shall coordinate and conduct Public Input Forums regarding future redevelopment plans.

V. FUNDRAISING FOR UPTOWN PARKING DECK CLOCKS

- A. UPTOWN, working in conjunction with the CITY shall assist with fundraising efforts to fund purchase and installation of three (3) decorative clocks to be installed as part of the Uptown Parking Deck construction project. The fundraising target for purchase and installation of the clocks will not exceed \$30,000.
- B. UPTOWN shall turn over to the CITY in a timely manner any funds collected expressly for the purpose of purchasing and installing decorative clocks for the Uptown Parking Deck construction project.

4. Schedule of Payments.

Payment of \$25,000 will be made by the CITY to UPTOWN on a semi-annual basis with the first payment to be made within 30 days of the effective date of this contract for services, and the second and final payment to be made on or about six months following the first payment.

5. Reports.

Prior to the CITY making the second payment as described in Section 4, UPTOWN shall provide a written report to the City Council of the CITY of the significant achievements of UPTOWN with regard to the work performed under Sections 2 and 3 of this CONTRACT. The report shall include a financial statement for the previous fiscal year.

6. Duration, Termination, and Amendment.

This CONTRACT shall commence on September 9, 2014, and terminate on June 30, 2015. This CONTRACT may be amended with the consent of both parties when such an amendment is made in writing and signed by an authorized officer of each party.

IN WITNESS WHEREOF, the parties hereto have executed this contract, in duplicate originals, this the day and year first written above.

EVERGREEN OF GREENVILLE, INC.
dba UPTOWN GREENVILLE

Tony Khoury, President

ATTEST:

Wayne Conner, Secretary

CITY OF GREENVILLE

Barbara Lipscomb, City Manager

ATTEST:

Carol L Barwick, City Clerk

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, Director of Financial Services



City of Greenville, North Carolina

Meeting Date: 9/8/2014
Time: 6:00 PM

Title of Item: Alcohol Policy for City Parks and Recreation Facilities

Explanation: **Abstract:** Recent requests for review of City policies regarding alcohol consumption in the City's parks and in its recreation facilities led to the examination of related policies in other cities and counties, and ultimately a recommendation to modify the City's existing guidelines. City Council tabled this item at their August 11, 2014 meeting so that a public meeting could be scheduled where citizens would have the opportunity to provide input regarding the draft policy.

Explanation: Several requests for a waiver of alcohol prohibitions within certain City parks and in certain recreation facilities triggered an examination of "alcohol in the parks" policies adopted by other cities and counties. While most of the examined communities had a general prohibition policy regarding the service/sale and consumption of alcohol products in parks and in recreation facilities, many also had a few clearly defined exceptions built into such policies.

In addition to the information gathered from other communities, development of this proposed policy included input from the Greenville Police Department, the City Attorney's Office, Risk Management, Recreation and Parks staff, and Uptown Greenville.

The purpose of this proposed policy is to establish rules, requirements, and procedures for exceptions to a general alcohol prohibition in parks and recreation buildings, when sales and consumption of specific types of alcoholic beverages might be permissible in a specified area of a specific park, in a specific building, by a specific group, and at specified but limited times.

The goal is to have an established, well-reasoned and thorough policy designed to minimize the likelihood of any problems related to alcohol sales and consumption, and one that promotes the consistent treatment of permit applicants, adherence to state and local law, the safety of all citizens, the protection of the facility, and the enjoyment of all event participants.

The five sites addressed by the proposed policy include:

1. The Bradford Creek Public Golf Course, where beer and wine sales/service and consumption are already permissible.
2. The City-owned building at the Perkins Complex, now leased by the non-profit Magnolia Arts Center, for beer and wine sales/service and consumption during theater productions and similar events hosted inside the building by the lessee only. (Privilege not transferable to any other person or organization utilizing the facility.)
3. The Town Common, for beer and wine sales/service and consumption in a designated, confined location for a specific period of time, when a special event sponsored by a non-profit organization or by the City of Greenville is scheduled.
4. The Science and Nature Center at River Park North, for beer and wine sales/service and consumption, after public hours only, when the Center is rented for a private event.
5. Within the portion of the C.M. Eppes Recreation Center leased by the non-profit Eppes Alumni Association, during lessee-sponsored special events associated with the Association's annual alumni reunion. (Privilege not transferable to any other person or organization utilizing the facility.)

In all cases, there are requirements of the event sponsor, such as obtaining the appropriate ABC permits, acquiring insurance coverage, covering the expense of special duty police officers and/or temporary fencing, and/or applying and paying for and receiving a special alcohol service permit.

The Greenville Recreation and Parks Commission discussed this issue at their May 14 and June 11, 2014 meetings, and voted unanimously at their July 9, 2014 meeting to recommend that the Greenville City Council adopt this policy. In order to give citizens an opportunity to share any thoughts and concerns regarding the policy, staff hosted a public meeting in the City Council Chambers at 5:30 p.m. on August 25, 2014. A summary of the comments received at that meeting is attached.

If the policy is adopted, a related ordinance amendment will be required, and is addressed in a separate agenda item that will follow this item.

Note: Uptown Greenville recently submitted several concerns about the proposed policy in relation to the Town Common.

1. The proposed policy restricts access to a designated sales and consumption area at the Town Common to those 21 and older. Uptown Greenville is concerned that this will exclude those accompanied by children, and prefers allowing those accompanied by children into the area with wrist bands confirming those of legal age.
2. Uptown Greenville does not want to sell in the Town Common, and, for Piratefest, the concern is that a designated area for sales and consumption will prohibit those who have purchased an alcoholic beverage from outside the Town

Common from just walking into the park with it.

3. The proposed policy limits sales and consumption in the park to a designated four-hour period between 1:00 p.m. and 8:00 p.m. Uptown Greenville would prefer not having a time limit for consumption in the park when a festival runs all day.

4. The proposed policy for the Town Common requires two additional special duty police officers (beyond any already required) to be present at the designated sales and consumption area during the duration of sales/consumption. Uptown Greenville would prefer this requirement be waived for Piratefest, since there are always "ample police on site, sponsored by the Greenville Police Department."

5. Uptown Greenville also feels the process should include a letter from the City Manager endorsing Town Common events approved for an alcohol permit.

In addition, the organization's Executive Director, Bianca Shoneman, offered comments regarding the policy at the August 25th public meeting.

Fiscal Note:

Minor costs for developing the appropriate forms, which would be absorbed in the departmental budget. There is also nominal revenue potential from application fees.

Recommendation:

Adopt the proposed Alcohol Policy for City Parks and Recreation Facilities.

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

Attachments / click to download

[AITP Policies and procedures 981732](#)

[AITP Comment Synopsis of Draft Policy 987357](#)

Policy and Procedures

for the Conditional Service, Sale and Consumption of Alcoholic Beverages
within Greenville Recreation and Parks Department Parks and Facilities

Document #981732

PURPOSE OF POLICY ☐ To establish the rules, requirements, and procedures regarding the sale and/or service, and the associated consumption, of alcoholic beverages in Greenville Recreation and Parks Department (GRPD) parks and facilities. It is the intention of the City of Greenville Recreation and Parks Department to provide the citizens of Greenville the broadest range of opportunities to enjoy its facilities and parks while protecting the community and its citizens from abuse and disruptive behavior. To this end, alcoholic beverages are prohibited in all GRPD parks and facilities, except for "Sites Designated for Conditional Service and Consumption of Alcoholic Beverages" listed below.

SITES DESIGNATED FOR CONDITIONAL SERVICE AND CONSUMPTION OF ALCOHOLIC BEVERAGES

Upon obtaining the alcoholic beverage permits required by law, the sale, service and consumption of malt beverages and unfortified wine may be permitted in accordance with the provisions of this Policy and Procedures at the sites listed.

BRADFORD CREEK PUBLIC GOLF COURSE

- ☐ Bradford Creek Public Golf Course has the alcoholic beverage permits required by law for sales and service of malt beverages and unfortified wine. City staff may sell and serve golf course patrons of legal drinking age malt beverages and unfortified wine. Persons served malt beverages or unfortified wine from the City staff may consume the served malt beverages and unfortified wine at the Bradford Creek golf course and clubhouse and adjacent grounds to the clubhouse.
- ☐ Through the rental application process, renters who rent the Bradford Creek clubhouse and adjacent grounds for a private function, by an approved lease or rental agreement with the City of Greenville Recreation and Parks Department, may request that City staff provide sales and/or service of malt beverages and unfortified wine to their event guests of legal drinking age. The renter is responsible for the payment for the cost of this service.
- ☐ Through the rental application process, renters who rent the Bradford Creek clubhouse and adjacent grounds for a private function, by an approved lease or rental agreement with the City of Greenville Recreation and Parks Department, may request permission to use a caterer with a permit issued by Pitt County Environmental Health and the alcoholic beverage permits required by law, to sell and/or serve malt beverages and unfortified wine to event guests of legal drinking age. The caterer must carry public liability, property damage, and liquor liability insurance at amounts acceptable to the City of Greenville, and name the City of Greenville as an additional insured on all coverage. Persons served malt beverages or unfortified wine by the caterer may consume the served malt beverages and unfortified wine at the Bradford Creek clubhouse and adjacent grounds rented.

CITY-OWNED BUILDING AT THE PERKINS COMPLEX

The non-profit lessee of the City-owned building at the Perkins Complex may, upon obtaining the alcoholic beverage permits required by law, sell and/or serve malt beverages and unfortified wine to event guests of legal drinking age, during theater, music and film presentations and/or during lessee-sponsored special events associated with the non-profit lessee's mission. Persons served malt beverages or unfortified wine by the non-profit lessee may consume the served malt beverages and unfortified wine in the building.

Sales, service and consumption are restricted to the inside of the building. No open containers of malt beverages or unfortified wine may leave the building at any time.

This privilege is provided specifically to the non-profit lessee and is not transferrable to any other person or organization utilizing the facility.

TOWN COMMON

Upon obtaining the alcoholic beverage permits required by law, sales, service, and consumption of malt beverages or unfortified wine may be permitted, within designated area(s) at the Town Common, in accordance with the following guidelines.

- The City of Greenville, upon obtaining the alcoholic beverage permits required by law, may sell and serve malt beverages and unfortified wine to persons of legal drinking age attending an event at the Town Common. Persons served malt beverages or unfortified wine from the City may consume the served malt beverages and unfortified wine in areas designated by the City.
- ☐ Permitting service/sale of malt beverages or unfortified wine at events at the Town Common for other than the City of Greenville will be allowed only for non-profit organizations which have been determined by the Internal Revenue Service to be exempt from federal income tax. The non-profit organization must be the event sponsor that rents a portion of the Town Common for the event by an approved lease or rental agreement with the City of Greenville Recreation and Parks Department. Through the rental application process, the non-profit organization may request permission to sell and/or serve malt beverages and unfortified wine at the event.
- ☐ All service, sales and consumption must take place within a designated, secured, and enclosed area with a controlled entrance/exit, developed to the City's specifications and established in cooperation with City staff. Only persons of legal drinking age are permitted within this area. Persons served malt beverages or unfortified wine from the non-profit organization may consume the served malt beverages and unfortified wine within this area. The event sponsor will absorb any costs associated with establishing this area.
- ☐ Service and sale of malt beverages and unfortified wine is limited to the hours between 1:00 PM and 8:00 PM; specific hours of service and sales during this timeframe shall not exceed four (4) hours and must be determined in advance with City staff. Consumption must be completed within thirty (30) minutes after the time determined to be the time for conclusion of sales and service.

- ☐ The City will schedule two (2) Special Duty Police Officers at this enclosed area for the duration of the sales, service and consumption. Expenses for these police officers will be borne by the event sponsor and will be added to the rental fee. There will be a minimum charge of four (4) hours for each Special Duty Police Officer.
- ☐ The non-profit organization must obtain the alcoholic beverage permits required by law.
- ☐ The representative of the event sponsor named on the permit application to the City must be present at the site of the malt beverages or unfortified wine sales, service and consumption for the duration of the time of sales, service, and consumption.
- ☐ The event sponsor must provide proof of insurance no later than 14 days prior to the event. The event insurance policy must specifically acknowledge that the event includes alcohol service and consumption. The insurance coverage must be public liability, property damage and liquor liability insurance at amounts acceptable to the City of Greenville and name the City of Greenville as an additional insured on all coverage.
- ☐ No glass containers are permitted.
- ☐ The event sponsor must assure that no person brings their own alcoholic beverages into the designated area.

WALTER L. STASAVICH SCIENCE AND NATURE CENTER AT RIVER PARK NORTH

- ☐ Through the rental application process, renters who rent the Science and Nature Center at River Park North for a private function, by an approved lease or rental agreement with the City of Greenville Recreation and Parks Department, may request permission to use a caterer with a permit issued by Pitt County Environmental Health and the alcoholic beverage permits required by law, to sell and/or serve malt beverages and unfortified wine to guests of legal drinking age within the public areas inside the Science and Nature Center at River Park North after normal public hours for a private function. Persons served malt beverages or unfortified wine by the caterer may consume the served malt beverages and unfortified wine at the areas rented.
- ☐ Any facility reservations for this site that include an application for malt beverage or unfortified wine sales, service, and consumption must be made a minimum of four weeks in advance of the scheduled event.
- ☐ The representative of the renter named on the permit application to the City must be present at the site of malt beverages and unfortified wine sales, service and consumption for the duration of the time for sales, service, and consumption.
- ☐ The City will schedule one Special Duty Police Officer at this site for the duration of the service and consumption. Expenses for this police officer will be borne by the event sponsor and will be added to the rental fee. There will be a minimum charge of four hours for the Special Duty Police Officer.

- ☐ The caterer must carry public liability, property damage, and liquor liability insurance at amounts acceptable to the City of Greenville and name the City of Greenville as an additional insured on all coverage.

C.M. EPPES RECREATION CENTER

The non-profit lessee of a portion of the C.M. Eppes Recreation Center consisting of three (3) rooms pursuant to a lease with the City may, upon obtaining the alcoholic beverage permits required by law, serve malt beverages and unfortified wine to event guests of legal drinking age, during lessee-sponsored special events associated with the Eppes Alumni Reunion. Persons served malt beverages or unfortified wine by the non-profit lessee may consume the served malt beverages and unfortified wine in the building.

Service and consumption are restricted to the inside of the portion of the building leased by the non-profit lessee. No open containers of malt beverages or unfortified wine may leave the portion of the building leased by the non-profit lessee at any time.

This privilege is provided specifically to the non-profit lessee and is not transferrable to any other person or organization utilizing the facility.

The City of Greenville reserves the right to establish additional requirements for event sponsors or renters, if deemed appropriate by the City.

DRAFT

**Synopsis of Comments from
Public Meeting on Draft Alcohol Policy
08.25.2014
Council Chambers**

Robert Cobb

- Concern regarding how alcohol changes people's behaviors.
- At Town Common, how will you control people once they leave the designated area and go into the park with others?

Kenneth Battle

- Not so much concerned about the indoor facilities addressed in the policy, just Town Common.
- Concerned where people might go after they have been drinking in "designated area."
- Concerned about inebriated people mixing into the crowd with others after they leave designated area.

Bianca Shoneman

- At the Town Common – the permit should not be transferrable to another organization. (Will not be, but that could be stated within the policy.)
- Suggested an application to the ABC Board to serve at Town Common should include a letter of endorsement from the City Manager.
- Suggested under aged children should be allowed in the designated area so they may be with their parent, should the parent choose to drink. (The policy proposes limiting this area to those 21+.)

Jermaine McNair

- Understands everyone's fears, need to proceed carefully, but supports the policy.

Calvin Henderson

- Need to move very cautiously.
- Concerned that alcohol and crime go hand in hand, and wants us to do nothing to conflict with the City's crime fighting efforts.

Carolyn Glast

- Concerned that this is paving the way to ask that it be permissible for alcohol to be served in other recreation facilities, such as the Barnes-Ebon-Taft Building.
- Noted that "policies can be changed," and suggested that some people might consider it unfair that alcohol is permissible at some facilities, and not permissible at the facility they want to use. Does not want this to expand to other facilities.

Pastor Tyrone Turnage

- Concerned that opening the door for alcohol will lead to illegal drugs, such as marijuana.
- Concerned about inebriated people leaving the park and causing conflicts with other citizens (cited the greenway as an example).
- Also concerned about drunk driving occurring as a result of alcohol service in the park.

Stacy Anderson

- Does not think there should be drinking in the parks, which are "too nice for alcohol."

Dale Greer

- Adamantly opposed because our parks should support a family value oriented community.
- Who is liable if someone is injured in an accident after leaving one of the functions in a park where alcohol has been served?
- Does not think this is family friendly.
- Asked what type of liability insurance the organization would have.
- Concerned for the rights of those who don't drink.

Nigual Loris

- Is supportive of policy and thinks that serving alcohol at the Town Common could help to bring in a lot of people and quality performers.

Neil Carter

- Is a retired policeman (Baltimore PD) and is against any alcohol in the parks because of problems associated with people and their behavior when they have been drinking.
 - What happens when they leave these designated areas (drinking and driving)?
-

OTHER INPUT

- Call received from **Toni McLawhorn**: Understands that proposal is very restrictive, but very concerned that this will only be the first step, and that this will grow over time to be a major problem and perpetuate the “party school /party town” image we already have in the downtown area of Greenville.
- A few voicemail messages expressed concern about alcohol being permitted in neighborhood parks. Draft policy would not permit this.
- E-mail from Bill and Carol Collins, below.

Dear Mayor, Council Members, Mr. Fenton:

We have read the draft proposal for formal regulation of the service of alcohol at City Parks. It seems to us that this set of policies (some old, some new) has a high probability of working well (ensuring that our parks stay family-friendly) and also helping Uptown and Recreation and Parks add to revenue with no added cost.

Thus, we support implementing these draft policies. (At the end of this letter, we do suggest three additions to the draft. However, we support the draft whether or not you include our suggestions.)

Our initial concern about the service of alcohol was regarding the Town Common, since that venue has no natural boundaries to “contain” such events. The draft proposal, however, addresses our concerns about the “containment” in the Town Common with respect to (a) physical space (definite, enclosed, policed area), (b) time (1 pm-8pm), and (c) legal scope (liquor permits, liability and damage insurance).

The draft also addresses our concerns about the cost (money, staff time) to the city of “containment” at the Town Common. The city will incur no cost of “containment” (done to the city’s specifications) because the policy specifies that the renter must pay these costs. Thus, it seems that city will not need to spend more money or staff time than is currently expended on renting facilities to groups.

We recommend adding the following policies to this draft:

1. Trash:

A refundable deposit should be required to cover clean-up. (Damage was mentioned, but events often leave behind messes, i.e. confetti, rose petals, gift tinsel, cups, piles of bottles behind trees, etc.) A staff person from Recreation and Parks should be on-hand to inspect (in the presence of the renter) immediately at the end of the event. At that point, this inspector can determine if the deposit should be returned to the renter. The inspector should take a photo of the area to show that the area is clean and undamaged (or not), and add this photo to the file on that rental agreement. Moreover, the cost of the rental should include the cost of paying for this inspector’s time.

2. City Police:

Ensure that police used for such events are not taken away from other work the Police Dept. has planned/budgeted for them (whether or not that planned work involves regular or overtime pay from the Police Dept.). The police should be using their truly free time for work at such events.

3. Sunset Clause:

We recommend a sunset clause for the part of the policy pertaining to the Town Common (since this part is entirely new). We suggest that this part of the policy expire, for example, after 2 years or after 4 such events have been held since adoption, whichever comes first.

Such a sunset clause may give "reassurance" to the public. That is, the public will know that in a reasonably short set time interval, the public again will have a formal time and place to voice concerns once they have seen the policy in practice. Moreover, a "sunset date" will provide a deadline for compiling all feedback gathered by this date into a body of knowledge. (However, the sunset clause should not preclude changes needed before the sunset date.)

Yours truly,
Bill and Carol Collins
1311 Fantasia St.
Greenville, NC 27858



City of Greenville, North Carolina

Meeting Date: 9/8/2014
Time: 6:00 PM

Title of Item: Ordinance Amending City Code Provisions Relating to Consumption of Alcoholic Beverages in Public and Ordinance Amending the Manual of Fees Establishing an Application Fee for Sale and Consumption at Recreation and Parks Facilities

Explanation: **Abstract:** The City ordinance relating to the possession and consumption of alcohol needs to be adjusted if Council determines to adopt the proposed policy which allows consumption of malt beverages and unfortified wine in certain recreation facilities subject to certain conditions. An amendment to the ordinance to conform to the policy and to also allow possession and consumption in properties where there are long-term leases is proposed. Additionally, the establishment of a fee for an application to allow possession and consumption is proposed.

Explanation: As requested by City Council, the Recreation and Parks Commission has reviewed the issue of allowing the possession and consumption of alcoholic beverages in Recreation and Parks facilities. As a result of the review, a policy was recommended for Council's consideration.

The policy allows possession and consumption at some facilities where this was not previously allowed. As a result, an amendment is required to the City ordinance which addresses at which properties owned, occupied, or controlled by the City that possession and consumption of malt beverages and unfortified wine is permitted.

North Carolina General Statute 18B-300 authorizes City Council to regulate or prohibit the possession and consumption of malt beverages and unfortified wines on the public streets in the city and on property owned, occupied, or controlled by the City. The City's ordinance on this subject is Section 12-1-2 of the City Code.

In addition to addressing the changes necessary as a result of the Recreation and Parks Policy, another change is required to address buildings which are leased by the City to another entity. The ordinance provision establishing the

general rule that possession and consumption of malt beverages and unfortified wine are prohibited still applies since these properties are still owned by the City. However, for properties with longer term leases, an exception to the prohibition on possession and consumption is appropriate provided that any limitations in the lease are complied with. Currently, two of the leases for greater than two (2) years state that alcohol is allowed only for scheduled social events of the lessee held exclusively for the members and guests of the lessee (lease to Vietnam Veterans of America - Old Police Hut at 2805 East Second Street; lease to American Legion Post 160 - Old West End Fire Station on Chestnut Street). And three other buildings leased for greater than two years would likely benefit and utilize this authority for fundraising or social events (Chamber building, GO-Science building, and the Pitt County Law Enforcement Officers' Hut). Another building leased for greater than two years is the building leased to the Center for Family Violence Prevention which would not likely use this authority. Limiting the applicability of this provision to buildings which are leased for greater than two (2) years would limit the scope of this permission and exclude the 1-year leases for locations such as the buildings in the Intergenerational Center. Additionally, lease provisions could further limit or prohibit possession and consumption such as currently done in the leases with the American Legion Post 160 and the Vietnam Veterans of America.

A fee to cover the administrative expense with processing an application to allow the sales and service at Recreation and Parks facilities is appropriate. A \$50 application fee is recommended. Establishment of this fee would occur by an ordinance amending the Manual of Fees.

Attached is the following:

- 1) Ordinance Amending the City Code provisions relating to the consumption of alcoholic beverages in public;
- 2) Red-lined version of above ordinance demonstrating changes from current ordinance; and,
- 3) Ordinance establishing a fee for an application for sales and service at Recreation and Parks facilities.

Fiscal Note:

No anticipated fiscal impact as a result of the ordinance amendment.

Recommendation:

Adoption of the attached ordinance which amends the City Code provisions relating to the consumption of alcoholic beverages in public and the attached ordinance which establishes a fee for an application for sales and service at Recreation and Parks facilities is recommended.

Attachments / click to download

 [2014 Ordinance Amending Consumption of Alcohol in Public 985238](#)

 [Red Lined Ordinance Amending Consumption of Alcohol in Public 985236](#)

 [Amending Manual of Fees Recreation and Parks Fees Alcoholic Beverage Permits 985095](#)

ORDINANCE NO. 14 -
ORDINANCE AMENDING CHAPTER 1 OF TITLE 12 OF THE CITY CODE
RELATING TO CONSUMPTION OF ALCOHOIC BEVERAGES IN PUBLIC

WHEREAS, North Carolina General Statute 18B-300 authorizes the City of Greenville to regulate or prohibit the consumption and possession of malt beverages and unfortified wine on the public streets and City owned property;

NOW, THEREFORE, the City Council of the City of Greenville, North Carolina, does hereby ordain:

Section 1. That Section 12-1-2 of the Code of Ordinances, City of Greenville, is hereby amended by rewriting said section to read as follows:

SEC. 12-1-2 CONSUMPTION OF ALCOHOLIC BEVERAGES IN PUBLIC.

(A) *Malt beverages and unfortified wine; general prohibition.* It shall be unlawful for any person to consume a malt beverage or unfortified wine on any public street in the city or any public place owned, occupied, or controlled by the city. It shall be unlawful for any person to possess an open container of malt beverage or unfortified wine on any public street in the city or any public place owned, occupied, or controlled by the city.

(B) *Same; definitions.* For purposes of this section, the words and phrases used therein shall have the meanings respectively ascribed to them by this subsection.

Fortified wine. Any wine of more than 16% and no more than 24% alcohol by volume, made by fermentation from grapes, fruits, berries, rice or honey; or by the addition of pure cane, beet or dextrose sugar; or by the addition of pure brandy from the same type of grape, fruit, berry, rice or honey that is contained in the base wine and produced in accordance with the regulations of the United States.

Malt beverage. Beer, lager, malt liquor, ale, porter and any other brewed or fermented beverage except unfortified or fortified wine as defined by this subsection, containing at least 0.5% and not more than 15%, alcohol by volume.

Open container. A container whose seal has been broken or a container other than the manufacturer's unopened original container.

Person. An individual, firm, partnership, association, corporation, limited liability company, other organizations or groups, or combination of persons acting as a unit.

Unfortified wine. Any wine of 16% or less alcohol by volume made by fermentation from grapes, fruits, berries, rice or honey; or by the addition of pure cane, beet or

dextrose sugar; or by the addition of pure brandy from the same type of grape, fruit, berry, rice or honey that is contained in the base wine and produced in accordance with the regulations of the United States.

(C) *Malt beverages and unfortified wine - exemptions.*

- (1) Notwithstanding any other provision of this section, upon obtaining the alcoholic beverages permits as required by law, possession and consumption of malt beverages or unfortified wine shall be permitted at:
 - (a) A golf course owned, occupied or controlled by the city;
 - (b) A convention center owned, occupied or controlled by the city;
 - (c) The Town Common in accordance with the provisions of the Policy and Procedures for the Conditional Service, Sale and Consumption of Alcoholic Beverages within Greenville Recreation and Parks Facilities;
 - (d) The Walter L. Stasavich Science and Nature Center and River Park North in accordance with the provisions of the Policy and Procedures for the Conditional Service, Sale and Consumption of Alcoholic Beverages within Greenville Recreation and Parks Facilities;
 - (e) The building owned by the city at the Perkins Complex in accordance with the provisions of the Policy and Procedures for the Conditional Service, Sale and Consumption of Alcoholic Beverages within Greenville Recreation and Parks Facilities;
 - (f) A portion of the C.M. Eppes Recreation Center in accordance with the provisions of the Policy and Procedures for the Conditional Service, Sale and Consumption of Alcoholic Beverages within Greenville Recreation and Parks Facilities;
 - (g) A building owned by the city and leased to a person for a period greater than two years, other than a building addressed in the Policy and Procedures for the Conditional Service, Sale and Consumption of Alcoholic Beverages within Greenville Recreation and Parks Facilities, and with possession and consumption being in accordance with any applicable lease provisions; and
 - (h) With the written approval of the City Manager and subject to any conditions identified by the City Manager in the written approval, other property owned, occupied or controlled by the city or public streets, alleys or parking lots which are temporarily closed to regular traffic for special events.

- (2) Factors which the City Manager shall consider when permitting the possession or consumption at an event or series of events to be conducted at property owned, occupied or controlled by the city or public streets, alleys or parking lots which are temporarily closed to regular traffic for special events include but are not limited to:
- (a) That the sponsoring organization is a non-profit organization which has been determined by the Internal Revenue Service to be exempt from federal income tax;
 - (b) Previous experience with the sponsoring organization;
 - (c) That the location and time for the event is appropriate; and
 - (d) That the plans of the sponsoring organization relating to control of sale, crowd control, cleanup, and other public safety matters are adequate.

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 shall become effective upon its adoption.

This the 8th day of September, 2014.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

ORDINANCE NO. 14 -
ORDINANCE AMENDING CHAPTER 1 OF TITLE 12 OF THE CITY CODE
RELATING TO CONSUMPTION OF ALCOHOIC BEVERAGES IN PUBLIC

WHEREAS, North Carolina General Statute 18B-300 authorizes the City of Greenville to regulate or prohibit the consumption and possession of malt beverages and unfortified wine on the public streets and City owned property;

NOW, THEREFORE, the City Council of the City of Greenville, North Carolina, does hereby ordain:

Section 1. That Section 12-1-2 of the Code of Ordinances, City of Greenville, is hereby amended by rewriting said section to read as follows:

SEC. 12-1-2 CONSUMPTION OF ALCOHOLIC BEVERAGES IN PUBLIC.

(A) *Malt beverages and unfortified wine; general prohibition.* It shall be unlawful for any person to consume a malt beverage or unfortified wine on any public street in the city or any public place owned, occupied, or controlled by the city. It shall be unlawful for any person to possess an open container of malt beverage or unfortified wine on any public street in the city or any public place owned, occupied, or controlled by the city.

(B) *Same; definitions.* For purposes of this section, the words and phrases used therein shall have the meanings respectively ascribed to them by this subsection.

Fortified wine. Any wine of more than 16% and no more than 24% alcohol by volume, made by fermentation from grapes, fruits, berries, rice or honey; or by the addition of pure cane, beet or dextrose sugar; or by the addition of pure brandy from the same type of grape, fruit, berry, rice or honey that is contained in the base wine and produced in accordance with the regulations of the United States.

Malt beverage. Beer, lager, malt liquor, ale, porter and any other brewed or fermented beverage except unfortified or fortified wine as defined by this subsection, containing at least 0.5% and not more than 15%, alcohol by volume.

Open container. A container whose seal has been broken or a container other than the manufacturer's unopened original container.

Person. An individual, firm, partnership, association, corporation, **limited liability company**, other organizations or groups, or combination of persons acting as a unit.

Unfortified wine. Any wine of 16% or less alcohol by volume made by fermentation from grapes, fruits, berries, rice or honey; or by the addition of pure cane, beet or

dextrose sugar; or by the addition of pure brandy from the same type of grape, fruit, berry, rice or honey that is contained in the base wine and produced in accordance with the regulations of the United States.

(C) *Malt beverages and unfortified wine - exemptions.*

- (1) Notwithstanding any other provision of this section, upon obtaining ~~appropriate~~ the alcoholic beverages permits as required by law, possession and consumption of malt beverages or unfortified wine shall be permitted at:
 - (a) A golf course owned, occupied or controlled by the city;
 - (b) A convention center owned, occupied or controlled by the city;
 - (c) The Town Common in accordance with the provisions of the Policy and Procedures for the Conditional Service, Sale and Consumption of Alcoholic Beverages within Greenville Recreation and Parks Facilities;
 - (d) The Walter L. Stasavich Science and Nature Center and River Park North in accordance with the provisions of the Policy and Procedures for the Conditional Service, Sale and Consumption of Alcoholic Beverages within Greenville Recreation and Parks Facilities;
 - (e) The building owned by the city at the Perkins Complex in accordance with the provisions of the Policy and Procedures for the Conditional Service, Sale and Consumption of Alcoholic Beverages within Greenville Recreation and Parks Facilities;
 - (f) A portion of the C.M. Eppes Recreation Center in accordance with the provisions of the Policy and Procedures for the Conditional Service, Sale and Consumption of Alcoholic Beverages within Greenville Recreation and Parks Facilities;
 - (g) A building owned by the city and leased to a person for a period greater than two years, other than a building addressed in the Policy and Procedures for the Conditional Service, Sale and Consumption of Alcoholic Beverages within Greenville Recreation and Parks Facilities, and with possession and consumption being in accordance with any applicable lease provisions; and
 - ~~(e)~~(h) With the written approval of the City Manager and subject to any conditions identified by the City Manager in the written approval, other property owned, occupied or controlled by the city or public streets, alleys or parking lots which are temporarily closed to regular traffic for special events.

- (2) Factors which the City Manager shall consider when permitting the possession or consumption at an event or series of events to be conducted at property owned, occupied or controlled by the city or public streets, alleys or parking lots which are temporarily closed to regular traffic for special events include but are not limited to:
- (a) That the sponsoring organization is a ~~community~~ non-profit organization which has been determined by the Internal Revenue Service to be exempt from federal income tax;
 - ~~(b) That the event or series of events is primarily not a fund-raising event;~~
 - (b) Previous experience with the sponsoring organization;
 - (c) That the location and time for the event is appropriate; and
 - (d) That the plans of the sponsoring organization relating to control of sale, crowd control, cleanup, and other public safety matters are adequate.

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 shall become effective upon its adoption.

This the 8th day of September, 2014.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

ORDINANCE NO. 14-
ORDINANCE AMENDING THE MANUAL OF FEES RELATING TO AN
APPLICATION FEE FOR SERVICE AND SALE OF MALT BEVERAGES AND
UNFORTIFIED WINE AT RECREATION AND PARKS FACILITIES

THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, DOES HEREBY
ORDAIN:

Section 1. That the Manual of Fees of the City of Greenville, North Carolina, be and is
hereby amended by the addition to the list contained in the Police Fees section of the following:

Application for service and sale of malt beverages and unfortified wine
pursuant to the Policy and Procedures for the Conditional Service, Sale and
Consumption of Alcoholic Beverages within Greenville Recreation and Parks
Facilities.....\$50.00.

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 shall become effective upon its adoption.

This the 8th day of September, 2014.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 9/8/2014
Time: 6:00 PM

Title of Item: 2015 City Council Meetings Schedule

Explanation: **Abstract:** A proposed schedule for 2015 City Council meetings listing the dates of meetings in accordance with Section 2-1-11 of the Greenville City Code (Option #1) and an alternate proposed schedule which makes adjustments for City-observed holidays and other known conflicts (Option #2) are presented for City Council consideration.

Explanation: A proposed schedule for 2015 City Council meetings has been prepared listing the dates of these meetings in accordance with Section 2-1-11 of the Greenville City Code (Option #1). Potential conflicts are noted and explained below. Recommendations for adjustments are also included below and are listed on the proposed schedule as Option #2 for ease of adoption should these recommendations meet with City Council approval.

1. January 5, 8 and 19 - January 5 and 8 are in close proximity to City-observed holidays for Christmas and New Year's and, as such, pose a hardship with the normal agenda process. Adjusting the schedule forward by one week (to January 12 and 15) resolves these conflicts. January 19 is a City-observed holiday, and the recommendation is to cancel this meeting.
2. March 9 and 12 - These regular meeting dates are in conflict with ECU's Spring Break (March 8-15) and the National League of Cities Congressional City Conference in Washington, DC (March 7-11). Adjusting those dates forward by one week (to March 16 and 19) resolves these conflicts. While meeting the previous week (March 2 and 5) is a possibility, doing so would make it very difficult for items from the February Planning & Zoning Commission meeting to be submitted by the deadline for the March Council meetings.
3. May 25 - This regular meeting date is a City-observed holiday, and the recommendation is to cancel this meeting.
4. September 7 - This regular meeting date is a City-observed holiday, and the

recommendation is to cancel this meeting.

The proposed schedule for 2015 does not conflict with some other events that have been a problem in previous years. These include:

1. International City/County Managers Association Conference in Seattle, WA, is September 27-30
2. NC League of Municipalities Conference in Winston-Salem, NC, is October 11-14
3. Election Day is November 3
4. National League of Cities Congress of Cities in Nashville, TN, is November 4-7

NOTE: The Eastern Carolina Vocational Center annual banquet is held on a Thursday evening in early October. While no confirmation on their 2015 date was available at the time of agenda item submission, it has been the 1st Thursday in October in recent years, so it is assumed there will be no conflict.

Fiscal Note: There is no direct cost to the City.

Recommendation: Review options for the proposed 2015 schedule of City Council meetings, amend as necessary, and consider for adoption.

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

Attachments / click to download

 [Proposed 2015 Schedule of City Council Meetings 987090](#)



CITY OF GREENVILLE

PROPOSED 2015 SCHEDULE OF CITY COUNCIL MEETINGS

(All meetings are held in the Council Chambers unless otherwise noted)

OPTION #1

January 5 - 6:00 PM
January 8 - 7:00 PM
January 19 - 6:00 PM (City-observed holiday)
January 23 - 4:30 PM - (Planning Session, City Hall Gallery/Conf. Room 337)
January 24 - 8:30 AM - (Planning Session, City Hall Gallery/Conf. Room 337)

February 9 - 6:00 PM
February 12 - 7:00 PM
February 23 - 6:00 PM

March 9 - 6:00 PM (Conflicts with ECU Spring Break & NLC Congress of Cities)
March 12 - 7:00 PM (Conflicts with ECU Spring Break & NLC Congress of Cities)
March 23 - 6:00 PM

April 6 - 6:00 PM
April 9 - 7:00 PM
April 20 - 6:00 PM (Joint City/GUC, GUC Board Room)

May 11 - 6:00 PM
May 14 - 7:00 PM
May 25 - 6:00 PM (City-observed holiday)

June 8 - 6:00 PM
June 11 - 7:00 PM
June 22 - 6:00 PM

August 10 - 6:00 PM
August 13 - 7:00 PM
August 24 - 6:00 PM

September 7 - 6:00 PM (City-observed holiday)
September 10 - 7:00 PM
September 21 - 6:00 PM (Joint City/GUC, GUC Board Room)

October 5 - 6:00 PM
October 8 - 7:00 PM
October 19 - 6:00 PM

November 9 - 6:00 PM
November 12 - 7:00 PM
November 23 - 6:00 PM

December 7 - 6:00 PM (Post-election organizational meeting)
December 10 - 7:00 PM
December 21 - 6:00 PM

OPTION #2

January 12 - 6:00 PM
January 15 - 7:00 PM
January 23 - 4:30 PM (Planning Session)
January 24 - 8:30 AM (Planning Session)

February 9 - 6:00 PM
February 12 - 7:00 PM
February 23 - 6:00 PM

March 16 - 6:00 PM
March 19 - 7:00 PM
March 23 - 6:00 PM

April 6 - 6:00 PM
April 9 - 7:00 PM
April 20 - 6:00 PM (Joint)

May 11 - 6:00 PM
May 14 - 7:00 PM

June 8 - 6:00 PM
June 11 - 7:00 PM
June 22 - 6:00 PM

August 10 - 6:00 PM
August 13 - 7:00 PM
August 24 - 6:00 PM

September 10 - 7:00 PM
September 21 - 6:00 PM (Joint)

October 5 - 6:00 PM
October 8 - 7:00 PM
October 19 - 6:00 PM

November 9 - 6:00 PM
November 12 - 7:00 PM
November 23 - 6:00 PM

December 7 - 6:00 PM
December 10 - 7:00 PM
December 21 - 6:00 PM