



Agenda

Greenville City Council

August 14, 2017
6:00 PM
City Council Chambers
200 West Fifth Street

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I. Call Meeting To Order

II. Invocation - Council Member Godley

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 regular City Council meetings held on March 20, April 10, and May 11, 2017 and special City Council meetings held on June 3, June 12, June 14, June 26, and July 7, 2017
2. Resolution Amending the Assignment of Classes to Salary Grades and Ranges (Pay Plan)
3. Memorandum of Understanding with East Carolina University relating to the Lucille W. Gorham Intergenerational Center

4. Resolution approving the lease agreement with the State of North Carolina for the Lessie Bass Building located at 1100 Ward Street
5. Resolution approving the lease agreement with the State of North Carolina for the school building at the Lucille W. Gorham Intergenerational Center
6. Resolution Accepting Dedication of Rights-of-way and Easements for Glen Castle at Irish Creek
7. Contract with The East Group, P.A. for On-Call Architectural/Engineering Services
8. Purchase order request for an EMS vehicle for the Fire/Rescue Department
9. Report on Bids and Contracts Awarded
10. Various tax refunds greater than \$100

VII. New Business

11. Presentations by Boards and Commissions:
 - a. Pitt-Greenville Airport Authority
 - b. Recreation and Parks Commission
 - c. Redevelopment Commission
12. Update by the North Carolina Department of Transportation on Fire Tower Road and Portertown Road Projects U-5870 and U-5785
13. Update by the North Carolina Department of Transportation for the Allen Road Widening and Upgrade Project No. U-5875
14. Municipal Agreement with the North Carolina Department of Transportation for Dickinson Avenue Modernization Project No. U-5606 Betterments
15. Benchmarking Report for Pitt County Arts Council at Emerge
16. Update on Police Department's Child Trauma Response Initiative
17. Request by the Police Department to utilize Federal Asset Forfeiture Funds to pursue various programming
18. Contract Award for the Stormwater Advisory Committee (SWAC) Facilitation and Rate Study
19. Budget ordinance amendment #1 to the 2017-2018 City of Greenville budget (Ordinance #17-040), the Capital Projects Funds (Ordinance #17-024), and the Special Revenue Grant Fund (Ordinance #11-003)

VIII. City Manager's Report

IX. Comments from Mayor and City Council

X. Adjournment



City of Greenville, North Carolina

Meeting Date: 8/14/2017
Time: 6:00 PM

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- Title of Item:** Minutes from the regular City Council meetings held on March 20, April 10, and May 11, 2017 and special City Council meetings held on June 3, June 12, June 14, June 26, and July 7, 2017
- Explanation:** Proposed minutes from the regular City Council meetings held on March 20, April 10, and May 11, 2017 and special City Council meetings held on June 3, June 12, June 14, June 26, and July 7, 2017 are presented for review and approval.
- Fiscal Note:** There is no direct cost to the City.
- Recommendation:** Review and approve minutes from the regular City Council meetings held on March 20, April 10, and May 11, 2017 and special City Council meetings held on June 3, June 12, June 14, June 26, and July 7, 2017.
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Attachments / click to download

- [Final_Final_Proposed_Minutes_for_Monday_March_20_2017_City_Council_Meeting_1056822](#)
- [Final_Proposed_Minutes_of_the_Monday_April_10_2017_Meeting_of_the_City_Council_1057077](#)
- [Proposed_Minutes_of_the_May_11_2017_City_Council_Meeting_1051440](#)
- [Proposed_Minutes_of_Special_City_Council_Meeting_held_June_3_2017_1053183](#)
- [Proposed_Minutes_of_Special_City_Council_Meeting_held_June_12_2017_1054900](#)
- [Proposed_Minutes_of_the_June_14_2017_Continuation_of_the_June_12_2017_Special_City_Council_Meeting_1054902](#)
- [Proposed_Minutes_of_the_June_26_2017_Special_City_Council_Meeting_1056512](#)

PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, MARCH 20, 2017



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. Mayor Thomas called the meeting to order. Council Member McLean Godley asked those present to observe a moment of silence, followed by the Pledge of Allegiance.

Those Present:

Mayor Allen M. Thomas; Mayor Pro-Tem Kandie D. Smith; Council Member Rose H. Glover; Council Member McLean Godley; Council Member Rick Smiley; Council Member P. J. Connelly; and Council Member Calvin R. Mercer

Those Absent:

None

Also Present:

Merrill Flood, Assistant City Manager; David A. Holec, City Attorney; Carol L. Barwick, City Clerk; and Polly Jones, Deputy City Clerk

APPROVAL OF THE AGENDA

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

PUBLIC COMMENT PERIOD

Dave Barham – No Address Given

Mr. Barham stated that on February 17, 2017, his car was parked at the U. S. Postal Office parking lot on Second Street in Greenville. He retrieved his mail from his post office box and then he walked to City Hall and Sheppard Memorial Library. When he returned to the parking lot, his vehicle had been removed and he immediately contacted the Greenville Police Department (GPD) because he thought his car was stolen.

Mr. Barham stated that the GPD informed him that his vehicle was towed by G-Vegas Towing & Recovery, LLC. U. S. Postal Service Officer in Charge Amy Brane informed him that after eight hours of his car being parked in the lot, she would have the authority to deem the car abandoned and to have it towed. G-Vegas Towing & Recovery, LLC informed him that Officer in Charge Brane requested the towing of his car, costing him \$135.



**Proposed Minutes: Greenville City Council Meeting
Monday, March 20, 2017**



Holly Garriott – No Address Given

Executive Director Holly Garriott of the Pitt County Arts Council at Emerge expressed her support of the proposed amendment to the Town Common alcohol consumption policy. The City Council is using the experience of two professional organizations, Uptown Greenville and the Pitt County Arts Council at Emerge, to test the waters for this policy and the City Council could not be in better hands.

Ms. Garriott stated that she has been involved with Uptown Greenville since 2001 with the first FreeBoot Friday and they have produced safe and family-friendly entertainment to the community. Adult beverages for sale is a part of PirateFest and FreeBoot Friday. This is not the focus of these events; however, it creates a social environment for responsible adults to relax and to enjoy great music and entertainment with their families. The policy for the first test to permit alcohol in the Town Common should allow people to purchase their beverages on First Street and stroll onto the Town Common.

Michael Glenn – No Address Given

Mr. Glenn spoke on behalf of himself and the incoming chairperson of Uptown Greenville, stating that he appreciates all of the conversation and discussion about the consideration of the Town Common alcohol consumption policy. Certainly, PirateFest is encouraged to be a family-friendly environment, but he feels that alcohol is part of the environment at the Town Common. There is a great band lineup for this year's event and he would like to see everyone out and not corralled into a pen specifically for that purpose. The Trillium Park is the obvious area to be designated as alcohol-free.

Bianca Shoneman – No Address Given

Executive Director of Uptown Greenville Bianca Shoneman made comments about the leaderships of Greenville working together to build a city of choice. Also, she stated that PirateFest 2017 will bring over 120 vendors, 20 bands and 100 pirates and mermaids to the banks of the Tar River. The time is now to create a policy to support the consumption of alcohol on the Town Common.

Ms. Shoneman provided copies of a map to the City Council and stated that this map expands the sale of alcohol, proposes to hire an additional twelve officers for security, and offers an alcohol-free zone instead of creating an alcohol zone. This map is consistent with the map that was used for the concert performance by Smashmouth at the 2016 PirateFest.

Scott Allenspatch – 3208 Charles Boulevard

Mr. Allenspatch, President/Chairman of the Young Professionals of Pitt County, stated that events such as PirateFest, concerts in the park and various festivals will attract young and seasoned professionals, students, and families together in one place as a community. A variety of casual fun and safe avenues of entertainment should be offered to make Greenville and Pitt County more in line with competitive markets and help to strive to recruit young professionals. The proposal for amending the alcohol consumption policy at Town Common is an opportunity for all ages to enjoy all of Town Common and a variety of



diverse events and to showcase what Greenville is all about, which is finding themselves in good company while being a great community.

Kathryn Glenn – 300 Country Club Drive

Ms. Glenn made comments in support of the expansion of the proposal for alcohol and sales on the Town Common. As a real estate agent and being involved with Uptown businesses, she has heard the need and cry to retain young professionals in this City. A big complaint from the young professionals is Greenville's lack of enough entertainment space to provide for them.

Ms. Glenn stated that young professionals love and enjoy PirateFest and other things being done uptown. To confine them into a small space where they literally must walk from First Street and cannot step foot onto the Town Common is an issue. To be able to see bands farther up Evans Street and to be able to walk around FreeBoot Friday would be a plus. She would like the City Council to consider expanding this operation. Greenville has not had an incident for the past 15 years.

John Joseph Laffiteau – Roadway Inn and Suites, Room 253

Mr. Laffiteau, a Pitt Community College student, made comments about a personnel matter arising at the Sheppard Memorial Library in 2014. He would like the matter to be addressed. He visited the Library five times a week for about 10 years amounting to 2,600 visits and during 1 (one) particular visit, his conduct was found to be in violation of the Library's rules and standards of operations.

Mr. Laffiteau stated that the Library staff made a mistake and took random actions. There was camera evidence positioned in the Library and patrons available to discuss the situation that his record there was currently free of complaint. With the lack of documentation, except staff's position, he would like to take a voluntarily polygraph test with the Library staff involved. He is sure that they are very kind, considerate, and warm people.

Yoshi Newman – 214 Quail Hollow Road

Ms. Newman stated that she supports the proposed amendment to allow consumption of alcoholic beverages on the Town Common, subject to two provisions. One being that there should be an alcohol-free zone that should not be limited to Trillium Park, which is an enclosed area but it is also a playground. People who want an alcohol-free zone may not be interested in standing on a playground. The other provision is that the City should have additional law enforcement available and the serving of alcohol should be appropriately supervised.

Diego Llerena – No Address Given

Mr. Llerena stated on several occasions, he reported the following needs in the Westhaven Subdivision:



- At the intersection of Cedarhurst Road and Bristol Court, there is a stop sign, but a pedestrian lane for walking or crosswalk is required. People are crossing without stopping because sometimes they do not see the sign. This location is across from the park in the neighborhood.
- At the park in the Westhaven Subdivision, citizens allow their dogs to play freely next to a playground. A sign should be erected showing that the City of Greenville dog leash ordinance states that every dog must be on a leash.
- A stoplight, flashing yield light or a pedestrian crosswalk is needed at the intersection near the new section of the Westhaven Subdivision and new Walmart. He would like to be able to walk to Walmart safely with his child.

Mayor Thomas asked Assistant City Manager Michael Cowin to obtain Mr. Llerena's contact information so that staff can address his concerns.

SPECIAL RECOGNITION

Ms. Cheryl Curtis was presented with a plaque upon her retirement with 28 years and 3 months of service in the Police Department.

Mr. Douglas Jones was presented with a plaque upon his retirement with 25 years and 4 months of service in the Public Works Department.

Mr. Samuel Walker was recognized for his 30 years and 7 months of service in the Public Works Department.

Mr. Ken Hadnott was recognized for his 28 years and 2 months of service in the Police Department.

APPOINTMENTS TO BOARDS AND COMMISSIONS

Affordable Housing Loan Committee

Council Member Mercer made a motion to appoint Crystal Kuegel to fill an unexpired term that will expire February 2017. Council Member Smiley seconded the motion and it carried unanimously.

Environmental Advisory Commission

Council Member Godley continued all appointments.



Human Relations Council

Council Member Glover made a motion to appoint Montez Bishop to fill an unexpired term that will expire September 2019 in replacement of Isaac Blount, who had resigned. Council Member Smiley seconded the motion and it carried unanimously.

Pitt-Greenville Convention & Visitors Authority

Council Member Glover continued all appointments.

Youth Council

Council Member Mercer made a motion to appoint Allison M. Chiacone to fill an unexpired term that will expire September 2017. Council Member Godley seconded the motion and it carried unanimously.

CONSENT AGENDA

Assistant City Manager Merrill Flood introduced the following items on the Consent Agenda:

- Minutes from the December 7 and December 8, 2016 City Council meetings
- Resolution and Deed of Release authorizing the abandonment of a portion of a ten-foot wide electrical easement located across property commonly known as Bradford Executive Park Subdivision, Block A, Lot 1 (parcel no. 73284) and Lot 2 (parcel no. 62610) of The Sabre Companies, LLC – (Resolution No. 021-17)
- *Removed for Separate Discussion* – Grant of a temporary construction easement for the Dickinson Avenue Improvement Project
- *Removed for Separate Discussion* – Ordinance Authorizing the Use of Petty Cash Funds and Procedures over Petty Cash and Change Account
- Ordinance Authorizing the use of Electronic Payments and Adoption of the Accounts Payable Policy – (Ordinance No. 17-018)
- Elimination of the Site Ready Program
- Contract with Cherry Bekaert, LLP for auditing services for Fiscal Year 2016-2017
- *Removed for Separate Discussion* – Report on Bids and Contracts Awarded
- Various tax refunds greater than \$100



Council Member Connelly requested to remove the report on bids and contracts awarded from the Consent Agenda for separate discussion.

Mayor Pro-Tem Smith requested to remove two items from the Consent Agenda for separate discussion, including the grant of a temporary construction easement for the Dickinson Avenue Improvement Project and the ordinance authorizing the use of petty cash funds and procedures over petty cash and change account.

Motion was made by Council Member Smiley and seconded by Mayor Pro-Tem Smith to approve the remaining items under the Consent Agenda. Motion carried unanimously.

CONSENT AGENDA ITEMS FOR SEPARATE DISCUSSION

GRANT OF A TEMPORARY CONSTRUCTION EASEMENT FOR THE DICKINSON AVENUE IMPROVEMENT PROJECT

Mayor Pro-Tem Smith asked where the money would go once the easement is secured and the \$3,950 is received by the City.

Assistant City Manager Merrill Flood stated that funds from the West Greenville Bond account were used to purchase the property so any revenue would go back into that account.

Motion was made by Mayor Pro-Tem Smith and seconded by Council Member Connelly to approve the granting of a temporary construction easement to the North Carolina Department of Transportation for the Dickinson Avenue Improvement Project. Motion carried unanimously.

ORDINANCE AUTHORIZING THE USE OF PETTY CASH FUNDS AND PROCEDURES OVER PETTY CASH AND CHANGE ACCOUNT – (Ordinance No. 17-019)

Mayor Pro-Tem Smith stated that Section 3 of the ordinance states that the Chief Financial Officer is authorized to revise the Operating Procedures and provide a copy as revised to the City Council. Mayor Pro-Tem Smith asked once the City adopts the ordinance, would what is outlined in the ordinance come back and forth before the City Council for approval.

Director of Financial Services Bernita Demery responded that is correct. The City Council is giving staff permission to make the decision and staff has been doing this as a practice. At the annual North Carolina Government Finance Officers conference, there was discussion about municipalities throughout the State should make sure their City Councils adopt an ordinance authorizing the use and specifying the limits on the amount of petty cash that can be used.



Motion was made by Mayor Pro-Tem Smith and seconded by Council Member Connelly to adopt the ordinance authorizing the use of petty cash for payments that do not exceed \$100 and the review of procedures on the petty cash process. Motion carried unanimously.

REPORT ON BIDS AND CONTRACTS AWARDED

Council Member Connelly stated that this item was removed from the Consent Agenda because of his concerns about the Boyd Lee Park Gym HVAC replacement. Three bids were received for the project and the third and chosen bid was approximately \$85,000-\$87,000 less than the other bids. That is a 27% difference, which is significant.

Council Member Connelly stated that in the past, the City accepted low bids for other projects and they turned out to be higher because of change orders. Council Member Connelly asked why this bid is so low and whether the same equipment and procedures are being used.

Director of Recreation and Parks Gary Fenton stated that if the City Council would like to table the equipment piece, Planner LaMarco Morrison will be at the meeting later this evening and maybe he can address those concerns.

Council Member Connelly stated he would prefer to table this particular item until more information is received.

Remaining discussion on this item occurred when Senior Planner LaMarco Morrison arrived at the meeting at 10:35 p.m. but is included below for ease of reference.

Council Member Connelly stated that three bids came in at \$315,800, \$317,670, and \$230,000, and his concern is the \$85,000-\$87,000 difference between the two higher bids and selected bid. Council Member Connelly asked whether the three contractors bid on the same type of materials.

Senior Planner Morrison responded that when receiving this type of bid, staff contacts the companies to voice concern about whether anything was missed in their bids. Also, staff informs the companies that once the City does a contract with them, change orders will not be accepted to make up for what they have lost. Some businesses, especially minority-owned businesses, are self-performing, smaller and their overheads are not as large as other companies are. Therefore, they tend to bid much lower than their competitors do.

Director Fenton stated that Superintendent Dean Foy reported that the bid was done twice, two bids were received each time, and the bids were far in excess of what could have been identified in the City of Greenville's Facilities Improvement Plan (FIP) for the project. After discussion with Purchasing Manager Denisha Harris, staff was able to recruit bidders and this particular company's bid was the only one of the three that was within the amount of money in the FIP. This company has done a lot of work with the Community Development



Department and has a record of success with the City. Staff feels very comfortable with the selected bid.

Motion was made by Council Member Smiley and seconded by Mayor Pro-Tem Smith to approve the report on bids and contracts awarded. Motion carried unanimously.

NEW BUSINESS

PUBLIC HEARINGS

ORDINANCE TO ANNEX WESTHAVEN SOUTH, SECTION 5, LOT 3 INVOLVING 19,850 ACRES LOCATED ALONG THE SOUTHERN RIGHT-OF-WAY OF REGENCY BOULEVARD AND ADJACENT TO SOUTH POINT TOWNHOMES – (Ordinance No. 17-020)

Senior Planner Chantae Gooby delineated the property on a map and stated that this property is located in the southern section of the City. It is anticipated that the current vacant site would yield 154 multi-family units and the anticipated tax value would be \$24.8 million.

Mayor Thomas declared the public hearing open and solicited comments from the audience. There being none, the public hearing was closed.

Motion was made by Council Member Connelly and seconded by Council Member Glover to approve the annexation request. Motion carried unanimously.

ORDINANCE REQUESTED BY HAPPY TRAIL FARMS, LLC TO REZONE 2.903 ACRES LOCATED ALONG THE WESTERN RIGHT-OF-WAY OF ALLEN ROAD AND 1,100+/- FEET SOUTH OF LANDFILL ROAD FROM MRS (MEDICAL-RESIDENTIAL-SINGLE-FAMILY) TO MCH (MEDICAL-HEAVY COMMERCIAL) – (Ordinance No. 17-021)

Senior Planner Chantae Gooby delineated the property on a map and stated that this property is located in the western section of the City, specifically along Allen Road. This area is largely undeveloped; however, the Pitt County Landfill property is adjacent to this property and there are some single-family homes along the west side of Allen Road. There is an activity center at Allen and Landfill Roads. Since a traffic report would show that this rezoning could result in a decrease in traffic, a traffic report was not generated. This rezoning request is for medical-heavy commercial. Under the current zoning, the site could accommodate approximately 8-12 single-family lots and under the proposed zoning, staff would anticipate around 23,000 square feet of mini-storage space. Under the Future Land Use and Character Map, this area is recommended for commercial starting at the intersection and then it transitions into industrial. Both of those are nonresidential districts.



Senior Planner Gooby stated that residential property is not appropriate because this area is in close proximity to the Pitt County Landfill. In staff's opinion, this rezoning request is in compliance with the Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map. It is adjacent to similar zoning and the proposed ordinance contains the required consistency statement related to the Comprehensive Plan.

Mayor Thomas declared the public hearing open and solicited comments from the audience.

Michael Baldwin spoke on behalf of his client, Happy Trail Farms, LLC, stating that this City Council as well as the Planning and Zoning Commission have found that the medical-residential use was inappropriate for this other area. What is being proposed is more of an appropriate zoning.

There being no further comments, the public hearing was closed.

Motion was made by Mayor Pro-Tem Smith and seconded by Council Member Connolly to approve the rezoning request. Motion carried unanimously.

ORDINANCE REQUESTED BY PATRICIA S. BOWEN, ET AL. TO REZONE 84.533 ACRES LOCATED ALONG THE EASTERN RIGHT-OF-WAY OF CHARLES BOULEVARD AND ADJACENT TO GRACE CHURCH FROM RA20 (RESIDENTIAL-AGRICULTURAL) TO R6 (RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]) – 26.000 ACRES, R6S (RESIDENTIAL-SINGLE-FAMILY [MEDIUM DENSITY]) – 12.549 ACRES, R9S (RESIDENTIAL-SINGLE-FAMILY [MEDIUM DENSITY]) – 15.807 ACRES, R15S (RESIDENTIAL-SINGLE-FAMILY [LOW DENSITY]) – 21.887 ACRES, AND O (OFFICE) – 8.290 ACRES

Senior Planner Chantae Gooby delineated the property on the map and stated that this request is located in the eastern section of the City, along Charles Boulevard adjacent to Grace Church and across the street from Tara Condominiums. This property is currently farmland and a single-family residence is on the property. There is single-family to the north and east, multi-family to the west, and a church and farmland are to the south. A focus area is located at the intersection of Firetower Road and Charles Boulevard. The property is currently zoned residential-agricultural so the proposed rezoning could result in a net increase of 1,638 trips per day. Any measures to mitigate traffic will be determined when site plans and preliminary plats are submitted. Charles Boulevard is maintained by the North Carolina Department of Transportation (NCDOT).

Senior Planner Gooby gave the following information regarding the anticipated density under the current zoning and proposed zoning:



TRACTS	CURRENT ZONING	PROPOSED ZONING
1 – R6	90-100 single-family lots	310-325 multi-family units
2 – R6S	35-40 single-family lots	60-65 single-family lots
3 – R9S	50-55 single-family lots	58-63 single-family lots
4 – R15S	67-78 single-family lots	47-52 single-family lots
5 - O	27-32 single-family lots	60K sq. ft. office space

Senior Planner Gooby stated that there is similar zoning that is adjacent to the requested rezoning: R9, R15, and R6S (residential-single-family [medium density]) as well as OR, which is adjacent to Tract 1. Those are both multi-family districts. The Future Land Use and Character Map recommends commercial (C) at the intersection of Charles Boulevard and Firetower Road transitioning into office institutional (OI) then into traditional neighborhood medium-high density (TNMH). There are three zoning districts associated with the TNMH character: R6, R6A, and R6S.

Senior Planner Gooby stated that Tracts 1 and 2 (R6 and R6S) are considered in compliance with the Land Use Plan and Tracts 3, 4 and 5 (R9S, R15S and O) are considered in general compliance. The R15S and R9S zoning requested for Tracts 3 and 4 actually have lower density than what is recommended on the Land Use Plan Map. Also, there is some potential conservation and open space, which runs along the back of the property. When the property is developed, the storm regulations would apply. In staff's opinion, the request is in general compliance with the Horizons 2026: Greenville's Community Plan and Future Land Use and Character Map.

Mayor Thomas declared the public hearing open and solicited comments from the audience.

Michael Baldwin – No Address Given

Mr. Baldwin spoke in favor of the rezoning request on behalf of his clients, including LCD Acquisitions and the Scheller, Bowen, Taft, and Joyner families. Mr. Baldwin gave City Clerk Carol Barwick copies of two letters of support for the rezoning request from Pastor Mike Meshaw of Grace Church and four Tucker Estates neighborhood representatives, William W. Lee, IV, Christian Porter, Jeffrey Aldridge, and Julian T. White, III. Mr. Baldwin stated that his clients and others have worked diligently to come up with an agreement of a zoning change that could be considered by the City Council. Also, several meetings were held with the community regarding this proposed rezoning.



Mr. Baldwin explained the proposed rezoning's conformance with the Land Use Plan, compatibility with surrounding zoning patterns, compatibility with the existing and future land uses, and its impacts on streets and thoroughfares and other factors, which advance the public's health, safety, and welfare. The TNMH is the perfect model for this zoning district. Tracts 3 and 4 have been downzoned to R9S and R15S. The O zoning is a secondary use, which is along the frontage of Charles Boulevard and would be a continuation of the offices there now.

Mr. Baldwin stated that the property to the north is zoned OR and R6S in Tucker Estates even though the lots are larger than R6S lots. The property to the east is zoned R9S for single-family. The property to the south is zoned R6S and the Meade Place Subdivision is zoned RA20 and OR and then Grace Church is located to the south. The property on the west side of Charles Boulevard is zoned OR-high density multi-family. The proposed rezoning for Tracts 1-5 is compatible with these zoning patterns.

Mr. Baldwin stated that this property is an infill tract so pretty much everything around these tracts have been developed. Properties are bounded by the north by existing offices (C. A. Lewis, IRS, Social Security Administration and an attorney office). The Tucker Estates and Tuckahoe Subdivisions are on the east and the Meetinghouse Subdivision is on the south. Also, there is some land that has already been zoned for high density residential or offices, and Grace Church. On the west side, there are professional offices, but there is also Tara Condominiums, The Landing student housing community and The Madison Apartments (formerly Hyde Park Apartments).

Mr. Baldwin stated that approximately 60% of Charles Boulevard is the designed ADT (Average Daily Traffic). This rezoning request for 84 acres only adds 1,638 trips per day. In his opinion, that is because this has been a well thought out rezoning request. There is transitional zoning starting with the highest density at the south closer to the retail area. The downzoning is probably one of the things that contribute to the low traffic increase. There is only a 4% increase on traffic created by this rezoning request. He has already met with NCDOT to discuss the traffic mitigation that will be required on Tract 1. Tracts 3 and 4 at Hyde Drive, in the future plans, call for a possible signalization at that intersection.

Mr. Baldwin stated that stormwater is always important in these rezoning requests. The City recently adopted another policy for attenuating the 25-year storm so this is in one of the watersheds that will be affected. There will be no net increase in runoff from the site. Nitrogen and phosphorus would be treated in accordance with the stormwater rules. It is already served by public water and sewer. Upon approval, the development must be in compliance with the City's MSDD (Manual of Standard Designs and Details) and all City, GUC (Greenville Utilities Commission) as well as NCOD (Neighborhood Conservation Overlay District) standards.

Mr. Baldwin stated the Planning and Zoning Commission had one dissenting vote and all of the other votes were in support of this rezoning request.



Mayor Pro-Tem Smith asked whether the tracts could be considered for approval separately or as one.

City Attorney David Holec responded that the tracts could be considered as one and the City Council has the ability to approve all or a component of the rezoning request. For example, if the City Council wants to deny one of the tracts, the City Council has that authority.

Council Member Connelly asked if the City Council voted on the tracts separately and the property owner decided to only accept an approval of all tracts, could the City Council deny the request.

City Attorney Holec suggested that if there is an inclination to potentially deny one of the tracts, the applicant could be asked if that would be something acceptable. The City Council has the ability to approve all or a portion of the request.

The following individuals spoke in favor of the rezoning request:

Christian Porter – Tucker Estates

Mr. Porter stated that on behalf of the Tucker Estates neighborhood, the homeowners support tonight's presented rezoning request, which was also presented to them in January 2017. Hopefully, the City Council would approve the entire rezoning request and not pieces of it. The property owner and the developer met with the neighborhood homeowners on three occasions to explain their rezoning request and to answer many questions. The idea is to protect the integrity and character of the existing single-family neighborhood and transitioning densities from the lower density neighborhood adjacent to Tucker Estates to the higher density in the far south.

Julian T. White, III – Tucker Estates

Mr. White spoke in favor of the rezoning request, stating that the homeowners met with the landowners and developers and voiced their concerns, which were categorically addressed and met. The homeowners are very satisfied with the plan. His property is mostly affected by the rezoning.

Andrew Young – No Address Given

As the representative from Landmark Properties, Mr. Young gave information regarding the company and stated that this site was chosen because it has the higher density underlined land use and is easily accessible to East Carolina University and suitable for lower density cottage style development. There is none existing in this market. From day one, Landmark Properties adhered to the frameworks and guidance provided by the City Code and staff and made every effort to reconcile their design with the City Code as well as the feedback received from the residents of the nearby neighborhoods. Landmark Properties spent a lot of time on supply and demand, since that has been obviously something that has come up throughout this process. Landmark Properties is patient



about Greenville and excited about the prospect of being a part of this community. They have spent a lot of time in college towns and Greenville is a special place due to the quality of its residents.

Council Member Connelly asked when building out these projects, does Landmark Properties tend to hold on to them for a long term or short term period.

Mr. Young responded that during its early years, the company was a net seller, but they have new capital partners and Landmark Properties evolved that strategy. Now, the company is predominately long term holders of the assets that are developed.

Council Member Connelly asked is there a ballpark figure of how long Landmark Properties will try to hold on to these properties.

Mr. Young stated that their partners are different. One partner is a 75-year holder of assets and some of Landmark Properties' partners are 7-10 year holders, but that would be relatively long-term.

City Attorney Holec advised the City Council that it is good to get the context as far as what is potentially proposed, but when doing a rezoning, the City Council must consider all of the permitted uses in the zoning classification. The City Council cannot rely on a particular representation as to how the product is going to be developed or retained.

The following individuals spoke in opposition of the rezoning request:

Charles Pascarelli – Tara Court

Mr. Pascarelli expressed his concern about a misconception that all neighborhoods near the site were kept informed about this rezoning request. Those residing on Tara Court learned about this rezoning 10 days ago. The Tara Court residents are adamantly opposed to the rezoning, which will create complexity and add congestion and danger. Traffic patterns will change dramatically. A traffic or a time motion study should be done to really assess what is going to happen when a 656-bed dormitory is built on the site, which is being referred to as high density housing. It has been said that dormitory space is needed, but North Campus Crossing, a 1,700-unit student housing complex, is empty and in financial distress. Mr. Pascarelli asked the City Council to deny this rezoning because everybody wants a Great Greenville. The true impact and purpose of the land is not being disclosed.

Council Member Smiley asked for the speaker's definition of dormitory.

Mr. Pascarelli responded that the rezoning emphasized by the applicant is high density multi-family housing, but the articles in the newspaper continue to reference it as dormitory housing.

Senior Planner Gooby responded that dormitory housing is typically a vertical multi-storied type of development. Multi-family housing falls into apartments, townhomes, or



even duplexes. Examples of dormitory style housing, under the City Code, would be First Street Place and The Boundary and they are in the CD zone. Even though one might consider the proposed housing as dormitory style, it is not under the City Code as dormitory style.

Council Member Smiley asked about the special use permit that is being filed for tomorrow.

Assistant City Manager Merrill Flood responded that there is a Land Use Intensity special use permit request will be considered by the Planning and Zoning Commission tomorrow night should the City Council rezone the property tonight. A Land Use Intensity special use permit looks at the land, density, and full area ratio and assigns a certain square footage of structures that may be built based upon characteristics of the land designed by the engineer. It would be a special use permit to allow that type of development on this tract.

Council Member Smiley asked could any determination by the Planning and Zoning Commission grant the ability to build a First Street Place or The Boundary type of housing. Senior Planner Gooby responded no. What is before the Planning and Zoning Commission tomorrow night is site specific, including the number of units, beds, and buildings and their layout and parking. Tonight, the request is the rezoning. However, tomorrow night, that will be a specific request and those plans before the City Council tonight are part of the packet. That request before the Planning and Zoning Commission would be 2-3-story multiple buildings, and not one single building going vertical.

Council Member Smiley asked would that decision by the Planning and Zoning Commission tomorrow be subject to a subsequent vote by the City Council.

City Attorney Holec responded no. A special use permit request is heard by the Planning and Zoning Commission, which is similar to what the Board of Adjustment does. It would be a quasi-judicial determination made by the Planning and Zoning Commission.

Senior Planner Gooby stated that single-family, duplex, and multi-family are essentially the residential uses under the R6 district so there is not a dormitory option available. Under special uses, there is the Land Use Intensity system.

Benet Bankard – 1938 Tara Court, Unit 104

Mr. Bankard made comments about the information provided in The Daily Reflector regarding this rezoning request, and he also made comments about his other concerns. North Campus, a student housing complex, is pretty much deserted and large sections of the parking lot leading to some of the units are taped off. While the residents of Tucker Estates are obviously pleased about this request, the residents of Tara Court are not pleased because they did not receive any notice about the meetings although Tara Court is mentioned in the engineering study. He was made cognizant of a rezoning meeting when he saw a cardboard sign erected in the field on the property. It appears that the driveway cut for the proposed site is going to be opposite the entrance of Tara Court. Regarding the increase in traffic, based on students going back and forth, a traffic study should be done to determine what the load is during peak hours.



Glenn (Last Name Unintelligible) - Tucker Estates

Mr. (Last Name Unintelligible) stated that some of the residents of Tucker Estates are not aware of what is happening with this rezoning request. One of the issues that has not been discussed is the environmental impact of all of the possible construction and concrete. During Hurricane Floyd, the creek behind his house backed up, and there was no place for the water to go. There has been new construction since then and they have not experienced any that quite severe. Also, he is concerned about the large parking lots that will be put in with the high density construction and what it might do to the water in terms of the creeks there. The amount of concrete being discussed and difficulty of the water to percolate are going to be a challenge for the creek system. Hopefully, the City has done a careful study of that because that is one area that has not been addressed. Some of the residents are also concerned about the traffic.

Ernest Bell – Tara Condominiums

Mr. Bell stated that according to Jon Day and Landmark Properties, they are not building dormitories, they are building condominiums, but they are requesting permission to change how many people can live in each one of those units. They want an exemption from the City Code and to aim the rental of those units to college kids and he definitely objects to that.

Thomas Taft – No Address Given

Mr. Taft disclosed that he has a conflict of interest because he owns interest in The Boundary and the new project proposed on 10th Street so that gives him a financial interest.

Mr. Taft expressed his concern about what this rezoning request does for the other outlined projects. Having a public black eye in Greenville has already occurred at one student housing and is starting to happen at 2-3 of the other projects. When seeing the number of beds around the country of 22,025 in a 1-2 year period, that is at schools with 40,000 and 60,000 students, not 28,000 students (about 5,000 of those are distance learners).

Mr. Taft stated the City Council could deny this request and ask the applicant to come back with a plan that separates the parcels accomplishing almost the same thing that is trying to be accomplished now. Unfortunately, the Planning and Zoning Commission will make most of the policy questions that the City deals with and hopefully, there will be a mechanism for this City Council to address that there is too much student housing in Greenville at this particular time. The City does not want to overbuild in this market and that is where Greenville is headed now.

Council Member Smiley asked Mr. Taft if his concerns are based at the concept of multi-family high density zoning or specifically the dormitory style student housing.

Mr. Taft responded the last chairman of the Planning and Zoning Commission recommended strongly that the rezoning that takes place for multi-family should be on bus



routes in the City to promote mobility and sustainability. His concern deals with dedicated student housing design and not multi-family in general.

Mr. Taft stated that this proposal is not pure dedicated student housing because they will rent to other people as well. Another whole question is whether or not sustainability is important in the process and whether or not students living around the Campus Edge properties is a better environmental solution for this community or the world. Students have far less trips in automobiles, use bicycles, walk to class and there is a host of reasons to want to see more student housing focused on Campus Edge rather than two miles away from the East Carolina University campus.

There being no further comments, Mayor Thomas declared the public hearing closed.

Council Member Smiley stated that he finds little to object to and much to admire about this rezoning request before the City Council. In his opinion, Landmark Properties has certainly designed this request in a way that takes in consideration the nearby neighborhoods. He believes the City's traffic engineers when they say that this rezoning request does not create a dramatic change in the traffic pattern in this area. So, he is certainly inclined to support this rezoning request.

Council Member Smiley stated that he would vote against the special use permit, if it was before the City Council. He does not know that this sort of dedicated design, where only a certain narrow section of the market would ever be interested in it, is helping. Certainly, in places like this, which are not walking distance to campus, it is important to realize that's not a question before the City Council and is to be decided tomorrow night by the Planning and Zoning Commission.

Council Member Smiley stated that the City needs more multi-family high density general purpose housing. The City needs housing where families and young professionals can live and something that adds density to the City's urban core, to the City's transit system, and gives the kind of community that is wanted. If you do not let people live in your urban core in high density units, you are essentially requiring them to live outside the urban core in low density housing that some may have not even been built yet. A lot of people are saying that they do not want any more sprawl. The opposite of sprawl is high density multi-family development in the urban core. If you vote against high density multi-family you are essentially requiring people to pave over forest and farms outside the City limits in order to build the residential housing needed.

Mayor Thomas asked about the layout of the type of structures being suggested for tomorrow night's Planning and Zoning Commission meeting.

Senior Planner Thomas Weitnauer responded that it is a less pervious area than expected for something of this size. It is fairly low scale 2-3 story units with a lot of green space around them, sidewalks, and landscaping. Landmark Properties is required to show architectural elevations in the plans and their architectural style choice is craftsman style



so there are a lot of stone and wood elements. There is a bus route that goes through the complex, a pool, and an attractive looking large community center, a clubhouse.

Mr. Jon Day stated that there would be two and three-story small cottages at the site. The hallmark feature is a large amount of green, open space around the central amenity. It is similar to a single-family subdivision.

Mayor Thomas asked about the interiors of the units and the number of bedrooms in them.

Mr. Day displayed an illustration of a 4/5-bedroom unit and responded that the units range from three bedrooms and up.

Mr. Day stated that obviously at their website, Landmark Properties is geared toward student housing. They do get nonstudents absolutely, but they are not a large percentage of their occupancy because the properties are designed so that students can live there safely.

Council Member Smiley asked what kind of design aspects would cause a student to live there. Council Member Smiley asked why a family with two children could not live there, if it is a 3-bedroom house.

Mr. Day responded that a family could definitely live there, but it would be unlikely. Every bedroom has a bathroom attributable to it. In a 3-bedroom house, it makes sense to have three bedrooms and bathrooms. A 5-bedroom one would be appealing to students where doors can be locked and bathrooms are connected to the bedrooms. Students will be able to go on winter break and their personnel belongings are safely locked behind their bedroom doors and their roommates do not have access to them.

Council Member Smiley stated that his concern is not that students would be living there. His concern is the City has developers who have made mistakes with building something that ended up not being a good fit for the market, which they aimed for, and were left with something that is simply unsuitable for other purposes. He is excited about multi-dense living - having a lot of people living together, using bus lines and walking to places is a great idea.

Mr. Day stated that part of the discussion with staff was to orient and lay out a portion of the site to be more conducive to young professionals.

Council Member Smiley asked what would be different about that area.

Mr. Day responded that the intent was the students could congregate in a portion of the site more probably for their habits and putting the types of units closer to the major thoroughfare and trying to keep those units together. As far as the types of units themselves, they are the same throughout the project.



Council Member Smiley stated that there is nothing on the floorplan that distinguishes that Landmark Properties is aiming at a young professional versus a student such as the finishes.

Mr. Day responded that the finishes are all quite nice, but it would be more the size and type of unit. There is a section designated as professionals housing.

Council Member Glover asked about the developer's proposal including 4-bedroom and 5-bedroom units while the City has a limit of less bedrooms.

Assistant City Manager Flood stated that 5-bedroom units would not be permitted.

Senior Planner Gooby responded that under the City ordinance, no more than three unrelated persons can live together. When discussing the Land Use Intensity system that generally means four bedrooms. The breakdown of the units is 178 units and of those units, there are going to be 16 two-bedrooms, 40 three-bedrooms, and 130 four-bedrooms.

Assistant City Manager Flood stated that the breakdown depends on if the City Council rezones the property.

Council Member Godley asked whether the sustainability of the developer's layouts have ever come into question.

Mr. Day responded that their layouts have not been questioned. They have maintained an occupancy ratio in the mid to high 90s. One of the things that they do not do such as Captain's Quarters is to build a medium density product 4.2 miles from the edge of campus. That is not a recipe for success because of the ability of people to build inside. The other portion of their business is doing infill development adjacent to campus. The two type of products that they specialize in is differentiated because of location and product type (the cottage style development). They mitigate some of the items such as obviously you would not find a 14, 20, or 25 tract that is going to be on top of campus and the way Landmark Properties addresses things such as traffic.

Council Member Smiley asked what type of stormwater mitigation would be required on the property and what does that mean.

Public Works Director Kevin Mulligan stated that at a stormwater workshop in 2013, staff presented the findings of the Meetinghouse Branch Watershed analysis. In the Meetinghouse Branch Watershed, staff inventoried and surveyed all of the ditches, structures and the stormwater infrastructure and then modeled the present conditions against future conditions. Capital projects were developed that would address stormwater flow through that depending on where in the City it is. With the DOT roads, staff is looking at a 15-year conveyance, under railroads a 100-year conveyance and the conveyance for neighborhoods is 10 years and major roads is 25 years.



Director Mulligan stated at that workshop, the City Council approved a change to the City's detention policy for the Meetinghouse Branch Watershed, which is a stress watershed. Staff looked at the inclusion of a 25-year detention. There would be no net increase in peak flow between predevelopment and post-development.

Council Member Smiley asked about the meaning of a 25-year detention.

Director Mulligan responded that the key word is peak flow. If there is more impervious area, there is going to be more flow so that water is being held and then discharged in theory. It would be discharged during a period where some of the other peak flow has already discharged from that watershed.

Council Member Smiley stated that in theory that would be likely to happen only 25 years.

Director Mulligan responded that is a great point. In addition to the 25-year for this, there is the one-year, five-year, and 10-year requirement. So the size, the 25-year, and the outfall structure sort of govern how much flow is allowed to be discharged from that. When the 25-year occurs, there is a 4% chance any year. The one-year storm most likely is going to occur every year and the five-year and 10-year storms are being seen more frequently, but it speaks to the frequency of a storm. There is not a lot of difference between the 10-year and 25-year, but it is crucial especially for some of these downstream areas. There is a lot of channelization meaning some of these stormwater ditches have experienced some erosion. In some of the downstream areas, such as Planter's Walk, some projects have been done there.

Director Mulligan stated that what came out of Meetinghouse Branch Watershed is a series of capital improvements throughout the entire watershed but this, in particular, is on the Meetinghouse Branch Watershed blue-line stream. There are certain capital projects that will be analyzed that were presented to staff. Through work with the Stormwater Advisory Committee, the City is prioritizing that project and should this development move forward, those capital projects associated with this area would start to rise to the top of the projects that the City wants to do.

Council Member Smiley asked historically like the areas around here, what standard would the stormwater detention in those likely to have been when they were designed.

Director Mulligan responded that it is mixed. Prior to 2004, the City was at a 10-year detention requirement then the City went to no detention requirements just quality requirements. In 2013, the City went back to the one-year, five-year, and ten-year requirements for detention and new development. There are some caveats or some exemptions depending on where one is located. If you are located near a floodway, the City wants you to be able to get that water into the floodway so that you are not holding back so when the peak from the watershed comes, you are then releasing and exacerbating that peak or exacerbating the volume of stormwater. In the Meetinghouse Branch Watershed, it is a 25-year detention.



Motion was made by Council Member Smiley and seconded by Council Member Connelly to approve the rezoning request as written.

Mayor Thomas stated that staff should take a more specific look at appropriate guidance for developers and development groups on what areas are pertinent for proper student housing. The City could manage that for fire protection, police, and other elements that are very different from traditional neighborhoods across the City. That is smart planning for the City Council to consider at a later date.

Council Member Godley stated that it would be wise for the City to start communicating more often with the off-campus housing authority at East Carolina University and Pitt Community College. Simply because a few days ago, the City Council were informed by staff that 12,000 beds have been approved by the City Council since 1994 in a City where there are 28,000 students.

Council Member Godley stated that he has received telephone calls from homeowners and others in the neighborhoods near the rezoning request area who are in support of this rezoning request. Students want to live near the East Carolina University campus.

Council Member Glover stated that it is getting to the point that the whole downtown is going to be apartments and people want to be able to walk to the University or the nearest store and other places. That is a good idea, but the City should consider placing a moratorium on student housing as the City Council discusses its plans for the next 4-5 years.

The motion to approve the rezoning request as written failed with a 3:4 vote with Mayor Thomas breaking the tie. Mayor Pro-Tem Smith and Council Members Smiley and Connelly, voted in favor of the motion and Mayor Thomas and Council Members Glover, Godley, and Mercer voted in opposition.

City Attorney Holec explained that a flip side vote is needed because by Statute when denying a rezoning request, the City Council should state how it conforms to the Comprehensive Plan as far as decision of the City Council.

Motion was made by Council Member Godley and seconded by Council Member Mercer to deny the request to rezone and to make a finding and determination that although Tracts 1 and 2 are in compliance and Tracts 3, 4 and 5 are in general compliance with the adopted Comprehensive Plan, in this instance the denial of the rezoning request is reasonable and in the public interest due to the potential uses under the proposed rezoning and due to there being a more appropriate zoning classification that promotes the safety and general welfare of the community.

Council Member Mercer stated that this rezoning request is complicated because in many ways this is a good project having many of the features that the City Council look for and part of the neighboring community supports it. He heard from others, who are opposed to



this rezoning request. If the desire is to build student housing, which is what is controversial about this, this seems to be the way it should be done. As an aside, there is an undercurrent of concern about the amount of student housing.

Council Member Mercer stated there is some language in the Horizons Plan that expresses a concern about student housing so a conversation by the City Council may be needed formulating a more clarity about its position on this. That will help the City Council going forward and agents, landowners and developers. But the City does not have a hard and fast policy now so there is a good reason to support this project.

Council Member Mercer stated that on the other side that complicates this is there is a \$53 million project on 10th Street adding \$53 million to the City's tax base that this City Council has supported in various ways. In the past, the City Council took specific steps to go down the road to support that project by closing the street, had various zoning adjustments and setback modifications, and worked in a complicated process to exchange property. At that time, there was not a whole bunch of projects around. The City Council was trying to build tax base. The City Council has made commitments toward this 10th Street project. If the City Council had tonight voted for this project and essentially added student housing on that 85-acre project, then the City would likely lose this 10th Street project that he has made decisions to support. The project before the City Council tonight is one that he could well support in another context.

Council Member Godley stated that the City Council should get a full landscape on student housing by working with the University's neighborhood association. If there is obviously a need for more student housing, it should be encouraged. But the City Council should not move forward until more information is received.

Council Member Connelly stated that a year ago, the City Council had this same discussion about student housing in the community. The City is on the verge of someone wanting to put \$53 million into the City's economy and the City Council is making a rash decision based off a 10th Street project. In his opinion, the logic of making a vote based off another project in Greenville is the government stepping in picking winners or losers. The first two tracts are in full compliance according to City staff and the last three tracts are in general compliance.

Council Member Smiley stated that the motion being voted on specifically by law must state that the rezoning request is in compliance with the City's master plan. First, the City Council passed the Horizons Plan unanimously a few months ago. Second, it sounds as though the City Council is telling an out-of-town investor that the City Council is willing to set their interest behind an in-town investor. It is nice to buy locally, but the City Council does not want to put the word out that Greenville is a closed city. There are a lot of good ideas, money, and investment out there and Greenville will not be built with just the resources that is available here. Greenville must be open to people coming in and becoming part of the community. Sometimes that will put them in competition with local people.



Council Member Mercer stated that his decision on the vote tonight is not the matter of picking one or the other. What tipped this over for him is that this City Council has made decisions that have committed the City down a certain path. It is his understanding that would be at risk if the City Council changed its direction and moved in another direction. If the City Council had not been involved at all and maybe the lesson from this is that the City Council should not get involved in the future in any way. If the City Council had not been involved at all up to this point, this would be a no brainer vote for him, but it is not. This is a close call and he has respect for every vote tonight.

Mayor Pro-Tem Smith stated that in hearing everything that was presented, one of the things she cannot and will not do is to make a decision based on other people's projects and competition. The City Council and staff have spent a lot of time with the City's Comprehensive Plan. The City professionals' recommendation is the rezoning request is in compliance or general compliance.

Mayor Pro-Tem Smith stated that she also considered Landmark Properties' interaction with the community and the product, which is different. Everything that is built in the City will not be perfect and every scenario is not going to be perfect for everyone. The City Council cannot just state there are concerns about student housing. The City Council must place the student housing issue on an agenda in the near future and then make a decision immediately. Her vote was in the affirmative because the rezoning request is in general compliance with the Horizons Plan. She respects any project that anyone is doing in the City.

Council Member Glover stated that she received 10-15 messages on her answering machine about this rezoning request, including inquiries such as will the City's housing be all apartments and just forget about the rest of the City. There are some concerns that all the building in Greenville has shifted everywhere except to the west side of the City. There is student housing being built across from City Hall and a dormitory is being built on 5th Street, which will bring more people into Greenville.

Council Member Glover stated that no one is interested in investing in other parts of the City to help maintain and to have safe neighborhoods. She has seen decaying neighborhoods that are becoming 80%-90% rental, and little improvements are made to them. A city is as good as the least of its people, regardless of what is brought into it. After the City Council is aware of how much student housing is in the City and make a decision about student housing, how is the City Council going to encompass the poor neighborhoods into this great build of Greenville.

Council Member Glover stated anytime now, West Greenville will be bulldozed, people will be moved out due to gentrification, and then West Greenville will become part of the University because it is the only obstacle preventing the growth between the University and the medical campus. People who call her are concerned about never seeing changes in their neighborhoods, but they are paying taxes. While they are not paying as much as



others for taxes, they are expecting the same services in their neighborhoods such as road maintenance and street lighting upgrades.

Council Member Glover stated that if some nice apartments could be built in West Greenville where seniors and other people want to live that would be good. The people, who she represents, must have a voice especially from those who they elect to serve and to represent the entire City. Her vote on this request is not based on anything that is going on now in the City, but her vote is based on how this proposal will affect the community greatly.

Mayor Thomas stated that if there are 3-4 projects that have not been brought online yet and they are about to be opened in this city, what are those impacts. If there are 2-3 other student projects that are suddenly bankrupted, the City must deal with more fire issues and decay, and an example is North Campus Crossing. But, to the contrary, Tar River Estates and other places have aged and regenerated, but they look beautiful and are great products. It is the elected officials' job to be long-term stewards of Greenville not for a fast buck (what can be done in 1-3 years) but for long-term planning in the City. This is a growing community and sometimes difficult short-term decisions must be made to have long-term prosperity and healthy growth in this community.

Mr. Day asked the City Council to consider tabling the rezoning request until May 2017.

City Attorney Holec explained that a motion to table this rezoning request has precedence over the previous motion to deny it. The City Council would want to have a specific timeframe for the tabling of this item.

Council Member Godley requested that during the grace period of tabling this item, staff would prepare and give a report to the City Council on the landscape of student housing.

There being no further discussion, motion was made by Council Member Smiley and seconded by Council Member Godley to table the rezoning request for further discussion until May 2017. The motion passed with a 4:2 vote. Mayor Pro-Tem Smith and Council Members Glover, Connelly and Mercer voted in favor of the motion and Council Members Godley and Smiley voted in opposition.

ORDINANCE REQUESTED BY WGB PROPERTIES, INCORPORATED, TO REZONE 7.87 ACRES LOCATED ALONG THE NORTHERN RIGHT-OF-WAY OF CLIFTON STREET AND THE EASTERN RIGHT-OF-WAY OF EVANS STREET FROM CG (GENERAL COMMERCIAL) TO OR (OFFICE-RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]) - (Ordinance No. 17-022)

Senior Planner Chantae Gooby delineated the property on a map and stated that the property is located in the central section of the City near the intersection of Arlington Boulevard and Evans Street. The City's greenway goes through the property. The north side of the property is rather low and the right side of the property tends to be higher in elevation. There is a variety of uses in the area, including commercial at the intersection of



Evans Street and Arlington Boulevard and university institutional. Since the traffic analysis indicates there would be a decrease in traffic, a traffic report was not prepared. This property is impacted by the floodway and floodplain of Greens Mill Run. The property has been zoned commercial since 1969.

Senior Planner Gooby stated that under the current zoning staff would anticipate roughly 50,000 square feet of commercial space and under the proposed zoning staff would anticipate between 100 and 110 multi-family units. The Future Land Use and Character Map recommends commercial at Arlington Boulevard and Evans Street and then it transitions into office and institutional. In staff's opinion, the rezoning request is in general compliance with the Horizons 2026: Greenville's Community Plan and Future Land Use and Character Map. There is similar zoning adjacent to the property, which is East Carolina University's office-residential high density multi-family (OR) zoned properties and the townhomes, which are zoned OR as well.

Mayor Thomas declared the public hearing open and solicited comments from the audience.

Darsen Sowers – No Address Given

Mr. Sowers stated that in regards to the development of this property, he has heard concerns about student housing, traffic, and impacts of the waterway in the area. He conveyed that under the current market conditions being experienced, there is no way WGB Properties, Incorporated (WGB Properties) would develop student housing nor market rate housing, but they do want to create something that is better in compliance with the Horizons 2026: Greenville's Community Plan. The general consensus of the residents in the area is that this would be great property for residential housing. There is a great opportunity to create something that is walkable and connected, and the company would build according to the market conditions. This downzoning will decrease traffic by 80%. He has visited the residents and they have a clear objection of what the company is proposing, but the business owners would love to see more foot traffic in the area. There is no difference between residential and commercial when it comes to the stormwater. WGB Properties has a better option for the residents and the watershed.

Council Member Connelly asked if anything else has been done, since WGB Properties' previous presentation to the City Council such as has any other steps been taken to get the Cypress Creek homeowners' approval.

Mr. Sowers responded that a Letter of Intent was delivered door-to-door and he visited about seven of the residents, who live at Cypress Creek. Several residents do not want any development and believe that the property is undevelopable but they want the forest, which the company cannot continue to offer.

Council Member Connelly asked whether WGB Properties has created some type of buffer for the property.



Mr. Sowers responded that there would be mandatory buffers with any development proposal. They do not actually have a plan, but at the time of development they are certainly amicable to proposing something nice. WGB Properties developed Cypress Creek, changed it from commercial to residential, and donated the land around Cypress Creek.

Council Member Connelly asked if there is any interest in selling the property to the homeowners association.

Mr. Sowers responded that the land would be close to a \$2 million price tag or \$80,000 per resident.

Council Member Connelly asked what if the zoning was reduced to OR, which reduces the price.

Mr. Sowers responded it could possibly reduce the value of the property.

Council Member Connelly stated part of the reason that WGB Properties asked for this rezoning is based on an imminent domain proceeding that took place on this property. Council Member Connelly asked if it is true that it cuts through roughly half of the property.

Mr. Sowers responded that it cuts almost through the middle of the property and took about half an acre of linear buildable land. That increases the amount of land to build on and not land that could be used for landscaping. It does some impairment to the property, certainly. WGB Properties is trying to find something that benefits the City and the company.

Council Member Smiley stated that WGB Properties is certainly not arguing that the greenway has both improved and decreased the value of the property at the same time.

Mr. Sowers stated that from a commercial standpoint, not only 90 feet of Evans Street road frontage from WGB Properties was taken, it took the 90 feet of buildable road frontage from WGB Properties. From an Evans Street standpoint, he is really impaired to Evans Street frontage. The Clifton Street frontage does not have a lot of market ability. No one wants a lot of traffic and that is the reason for the downzoning. For safety reasons, it is not good to have a commercial development. As a residential property, it is more valuable with the pathway, but as a commercial property, it is not more valuable with the pathway.

City Attorney David Holec stated that the City has a clear cutting ordinance but he is unsure how the prohibitions would apply to this particular property.

Council Member Mercer asked whether fast food restaurants could be placed on the property.

Mr. Sowers responded yes.



Steve Janowski - Rivers Associates

As the engineer for WGB Properties, Mr. Janowski stated that commercial zoning allows isolated parking lots. With commercial zoning, density could be placed on that 4.4-acre property, and the same zoning is across the street for isolated parking. There is 4.4 acres of upland and 3.5 acres is down below. Of that 3.5 acres, 2.4 acres is floodplain, 1.1 is floodway (totally unbuildable). Out of that 2.4 acres, 1.5 of soils which is 6%-10% slopes, sandy, drainable at 5 feet, meaning wetlands are not anticipated. They are in the floodplain and are developable, if access is across the greenway.

Mr. Janowski made comments about the opposition for recharging wetlands and traffic control and stated that WGB Properties is going to meet those rules for Greens Mill Run. He concurs with City staff regarding the 6.2 units per acre for an apartment, 40-70 trips per day per 1,000 square feet of office space, and getting 80,000 square feet rather than 50,000 square feet.

Hunter Blount – No Address Given

As a co-owner of WGB Properties and a 40-year plus resident of Greenville, Mr. Blount asked for the support of this rezoning request by the City Council.

Katherine Glenn – No Address Given

Ms. Glenn stated that she supports the idea of downsizing this property for residential rather than commercial and not necessarily for student housing, but for the use of young professionals. If something is developed, obviously WGB Properties has interest in Cypress Creek and will put up some true barrier to protect and divide Cypress Creek from the development.

Barbara Dunlap - 14 Palmetto Place

Ms. Dunlap provided several reasons for her and four other Cypress Creek homeowners' opposition of the rezoning request. Clifton Street is a semi-circle, which exits at one end onto Arlington Boulevard and the other onto Evans Street, but at very close proximity to the highly traveled intersection of Arlington Boulevard and Evans Streets. Because of this close proximity to that intersection, there could never be a stoplight at either end. Also, Evans Street at Clifton Street floods during heavy rains because of Greens Mill Run, and they are left with only one way out, which is onto Arlington Boulevard.

Ms. Dunlap stated that for the past six years, Pitt County has ranked number one as the most dangerous county in the State for vehicular accidents. It has to do with infrastructure, young East Carolina University and Pitt Community College distracted drivers, speeding, and alcohol. Placing a 500-bed complex, similar to The Boundary, at this major intersection will create numerous accidents. Adding high density housing and hundreds more vehicles to the Evans Street/Arlington Boulevard intersection will affect all of the City of Greenville residents who must travel that area.

Ms. Dunlap made comments about a business owner having a Federal Aviation Administration approved and registered heliport to conduct his business in an efficient



manner. Heliports and airports are not compatible with high density multi-family housing. He purchased the land for his business in 1992, specifically because of the commercial zoning on Clifton Street, which is compatible.

Ms. Dunlap provided criteria that the City has for a petitioner to meet in order to change a zoning. She explained, in her opinion, why this rezoning request does not meet the Horizons Plan, is not compatible with the surrounding zoning pattern and the existing land use, has an impact on area streets and thoroughfares and why it will not advance the public's health, safety and welfare.

Mayor Thomas asked staff about the helipad providing some limiting issue for adjoining properties.

Assistant City Manager Merrill Flood responded that staff would look into that.

Council Member Smiley stated that The Boundary is not zoned OR.

Senior Planner Gooby stated that is correct. When doing the calculations, staff came up with roughly 100-110 units. A combination of 1-3 bedrooms is permitted, however, The Boundary is totally different being in a CD zoning and that is a far more dense calculation than when in the OR zoning.

Council Member Smiley stated that the density and setbacks are different.

Senior Planner Gooby responded that is correct. There is not a height restriction other than the airport overlay so you can potentially go very high in the CD zoning. OR has a height restriction and the parking must be considered as well. One could go vertical but they are dealing with much different standards in the OR district than in the CD district, which allows for much more intensive uses, no setbacks, and no vegetation.

Diane Wade -13 Palmetto Place

Ms. Wade stated that, in her opinion, there is no clarification as whether there is a required buffer for commercial land. If the zoning is changed, then there would be no requirement for a buffer to go on that property, and there is no guarantee that WGB Properties would provide one. She is also concerned about the creation of traffic and there is not a lot of landscaping at all of the high-rise buildings in Greenville.

Mollye Otis - 10 Palmetto Place

Ms. Otis stated that multi-family high density housing on this 4.4 acre property would mean a high-rise structure that dwarfs everything around it. Their buildings are low profile and are meant to fit in the natural environment, as are the businesses around their homes. The entire length of Clifton Street is .2 miles between Arlington Boulevard and Evans Street. The section of street front is less than half of that.



Ms. Otis stated this site is not walkable to anything other than the stadium and that means more cars. The addition of traffic congestion on Clifton Street, Arlington Boulevard and Evans Street created by high density housing would be certain to make it difficult for residents to access their homes and add to already heavily travelled thoroughfares. The residents of Cypress Creek are responsible homeowners in an established community of working people and retirees, who pay their taxes and upkeep their neighborhood. This development would present a threat to their quality of life. No more high-rises are needed in the Uptown area and no more high density housing communities are needed in Greenville.

David Estes – 16 Palmetto Place

Mr. Estes gave information about walkability to nearby supermarkets in the area of the property and stated whatever is built on the site; no one would be walking there. In the Arlington Boulevard area, 88% of people drive a family car to pick up groceries. The passing of a zoning change to multi-family or high density from commercial will add a ton of cars and there is already an enough of existing traffic on Arlington Boulevard.

Dagmar Herrmann Estes - Cypress Creek, Unit 16

Ms. Estes emphasized how the City Council has codified what it believes neighborhoods mean and how important they are. It really transpires to all of the City's planning documents. She summarized those documents, stating that City of Greenville is a vibrant, innovative, and inclusive community with unique and sustainable neighborhoods. The City of Greenville seeks to foster a safe inclusive and economically stable community, and the realization of these goals begin with a healthy neighborhood that creates a foundation of a healthy city. Improving by preserving the neighborhood character is important. From the City Council's own strategic plan, the City of Greenville will provide an environment that produces and maintains high quality neighborhoods that are attractive, well-designed, and sustainable. It is the stability of those neighborhoods that will bring people in to stay and to invest in their homes and the economy.

Reverend Ann Harrington – No Address Given

Reverend Harrington stated that she has a high bias for trees, nature, and good environmentalism. If the rezoning is denied, it is possible that the site would be preserved in a natural setting, and she would love for the City Council to make a decision to go that way. Environmentalism is an important issue right now, our planet is suffering, and every piece that is lost effects water and air quality.

Ariane Peralta – No Address Given

As Assistant Professor of Biology at East Carolina University, Ms. Peralta explained how development will impact water quality downstream. This property is within the 100-year flood plan. Her concern is not essentially that the property itself would flood, but that it could most likely exacerbate flooding that already occurs downstream and upstream into this already nutrient sensitive waterway of Greens Mill Run. She and her colleagues have done much water quality research over time at Greens Mill Run.



Ms. Peralta explained that despite there being a lot of developments with respect to increasing stormwater control measures and such, there is nothing that can really replace a floodplain as in terms of water storage for example. So, the city already has a floodplain that is really constrained, and if it is developed more, all of that water has nowhere to runoff to. It will run more quickly, increase erosion sedimentation, and reduce filtration.

Ms. Peralta stated that whether the development would be commercial or residential, when you increase impervious surface, you reduce filtration capacity for a particular piece of land. Keeping in mind how the City can use its natural capital or the way it is, then the City needs to let it do its job and be able to filter water before it gets into its nutrient sensitive waterways.

Council Member Smiley stated that clearly there is an advantage with undeveloped property in terms of all the things that were just described. Council Member Smiley asked whether there is any distinction in the net impact on the Greens Mill Run in terms of erosion or water capacity or nutrient load between the current zoning and the proposed zoning.

Ms. Peralta responded that if the property is developed into residential versus commercial, development is development. But, with low density single-family zoning, the City would have opportunity to be able to have individuals make decisions about how to increase infiltration on a particular property. The City does not have to do that. If wetland is there and it is delineated as such, an individual cannot build on it. However, there are plenty of properties of our landscapes that still provide these wetland services that are not set by engineers or the EPA that individuals cannot build on it and does not mean that they should.

Council Member Smiley stated that the lower intensity is the better.

Ms. Peralta responded that is absolutely correct because that is related to impervious surfaces and filtration.

There being no further comments, the public hearing was closed.

Council Member Mercer stated that he is interested in drainage issues. He wants to make sure that whether the property is zoned commercial, high-density, or something else, the predevelopment peak is not going to be any more than the post-development peak.

Director Mulligan stated this area is in Greens Mill Run and all of Greens Mill Run similar to Meeting House Branch are the two watersheds that are completely designated as 25-year detention. The predevelopment and post-development would that peak for the 25-year as well as one-year, five-year and 10-year would all need to be addressed at this site. One of the potential exemptions would be up to the engineer to submit it to staff for review. The City would not want to exacerbate a situation by holding a flow into the detention basin



and then releasing that as the peak coming through the system making it worse. That is potential exemption being in the floodplain or adjacent to the floodway.

Council Member Smiley stated that it would not matter if another drop of water never came off this parcel again. If somehow the City could retain every drop of water that ever fell on this parcel, Greens Mill Run is already critically over capacity. The problem would not be solved by a 25-year retention at this site.

Director Mulligan stated that Greens Mill Run is the City's most developed watershed.

Council Member Smiley stated that it is arguable and reasonable that the City has to stop putting down impervious surface there at all.

Director Mulligan stated that staff looked at the zoning regulations and the areas that were designated for particular development were assumed to be developed in the ultimate future case scenario and that included this parcel. There is a reason for designating the detention in this area as one-year, five-year and 25-year.

Council Member Smiley stated that he is already on record of supporting the rezoning. He has always admired that neighborhood. As painful as it is for the people, who are immediately next door to this property, this is the type of place that the City should be promoting making it possible for people to live. People all over the world walk much farther than .6 miles to a grocery store. People in cities that are admired and that Greenville would emulate have little neighborhoods next to high-density residential and single-family homes and successful cities are built this way. It is important for the goals the City Council has that the City builds density.

Council Member Smiley stated that a bus line runs along Evans Street and many people avoid the City's buses because they run once an hour. If there is more density in the area and better ridership, buses would run every 15-20 minutes. Mass transit depends on density to work.

Council Member Smiley stated that the City has a number of amenities that we would like to have in and around this part of the world, uptown and places nearby. Those sorts of amenities come when there is a dense urban core where people live in close proximity to places that are walkable and bikeable. The City put a greenway there for the purpose of making that possible.

Motion was made by Council Member Smiley and seconded by Council Member Mercer to accept the zoning as requested.

Council Member Mercer stated that the people who live there need to make that argument and it needs to be heard and considered. The big context that drives his vote is smart growth or quality or healthy growth. One of the core principles of smart growth in an urban area is to build density into the core rather than sprawling out all over the County.



When density is built in the core, sometimes people must live closer to other people. That is one of the down sides. It pains him always to take a vote where there is opposition in a neighborhood, but he is doing this for open and clear reasons. It has nothing to do with anything other than his application of what he has argued and advocated for, since he has been on the City Council, which is smart growth principles.

Council Member Godley asked about how the Planning and Zoning Commission voted on this request last month and asked staff to elaborate on their vote.

Senior Planner Gooby responded that the rezoning request was denied with a vote of 5:3.

Mayor Thomas stated that there is obviously apprehension about having student housing or a high-rise building on the site. Mayor Thomas asked about the type of limitations that could be placed on a property like this related to zoning.

City Attorney Holec responded that the City Council cannot put any kind of restrictions, such as only limited uses, or anything along those lines. The applicant always has the ability to have discussions with residents next door and adjacent to the property and they can do an agreement, but that does not involve the City. That would be something separate. A City Council decision to rezone would allow any of the permitted uses in the zoning classification.

Mayor Thomas asked whether the FAA issue is something that staff will know of this evening.

Mr. Janowski stated that the existing zoning there has no height restrictions. A hotel is a possible use. There is a height restriction of 35 feet plus an additional foot for every additional setback as OR. It is a huge operational difference, especially when considering all of the CG that is there and CG is allowed to have offsite parking so having a high-rise and parking across the street would be an acceptable use. That was done behind the Hilton. Height should be no issue.

City Attorney Holec stated that as far as the FAA that is something that the developer would work out with the adjacent property owner and be aware of whatever potential impact it is, and staff is not certain of what the impact would be.

There being no further discussion, the motion passed with a 5:1 vote to approve the rezoning request as written. Mayor Pro-Tem Smith and Council Members Glover, Godley, Smiley and Mercer voted in favor of the motion and Council Member Connelly voted in opposition.



ORDINANCE AMENDING THE SUBDIVISION ORDINANCE TO EXTEND THE REVIEW TIME OF PRELIMINARY PLATS BY TWENTY WORKING DAYS

Assistant City Manager Merrill Flood stated that at the City Council's February meeting staff was asked to hold a meeting with the members of the development community to get a better understanding of their concerns. That meeting was held on March 6, 2017. As a result of that meeting, staff determined that the 40 days proposed by the Planning and Zoning Commission may be too many and staff still thought there would be a need to extend the days. It is recommended that 30 days be considered as the review time since they initiated the request and that the City Council consider continuing this once again until April and to consider this as a walk on item by the Planning and Zoning Commission tomorrow night.

Motion was made by Council Member Mercer and seconded by Mayor Pro-Tem Smith to continue the item until April. Motion carried unanimously.

ECONOMIC DEVELOPMENT INCENTIVE FOR PITT STREET BREWING COMPANY

Planner Christian Lockamy stated that the Pitt Street Brewing Company is located in the Dickinson Avenue Arts Innovation District, and it is the old Coca-Cola Building. The company is putting over \$.5 million in renovation into the brewery and would employ nine new full-time positions. It will have a 15-barrel system and 30-barrel fermenter. They are actually going to can and distribute their beer not only locally but regionally as well. Right now, in their business plan, the brewery would produce 12 varieties of seasonal beers, beers with fruit and a variety of craft beers. This is an example of artisan manufacturing, one of the Office of Economic Development's targets. Pitt Street Brewing Company was actually awarded a building reuse grant from the State of North Carolina. In early February, staff received a resolution of support of Pitt Street Brewing Company's application and they were awarded \$45,000.

Planner Lockamy stated that the City has to accept the matching payment of 5%, \$2,050. That constitutes an economic development incentive according to State law and North Carolina Statute 158-7.1 authorizes local governments to make appropriations for economic development purposes so a public hearing is required. The public hearing was advertised 10 days in advance in The Daily Reflector on March 6 and 13, 2017. Staff recommends approval of the economic development incentive for Pitt Street Brewing Company with the 5% incentive match.

Mayor Thomas declared the public hearing open and solicited comments from the audience. There being none, the public hearing was closed.

Motion was made by Mayor Pro-Tem Smith and seconded by Council Member Godley to approve the economic development incentive for Pitt Street Brewing Company in the amount of \$2,250. Motion carried unanimously.



OTHER ITEMS OF BUSINESS

AMENDMENT TO THE CURRENT ALCOHOL POLICY FOR CITY PARKS AND RECREATION FACILITIES

Recreation and Parks Director Gary Fenton stated that in June 2014, the Recreation and Parks Commission voted to recommend to the City Council some guidelines to define the conditions that should be in place should the City Council choose to allow some limited degree of legal alcohol sales, service, and consumption in a few parks and indoor facilities. Those specific sites were termed sites designated for conditional service and consumption of alcoholic beverages. While Greenville would continue to have a general prohibition against alcohol in the parks, this policy was intended to define a few specific exceptions when service, sales, and consumption might be allowable in a specific park or building. In all cases, there were requirements of the host or the sponsor such as insurance coverage, paying for special duty security staff and temporary fencing, and obtaining any required permits.

Director Fenton stated that the sites proposed to be designated for conditional service and consumption of alcoholic beverages included the Bradford Creek Public Golf Course, where beer and wine sales were already permissible; at the Magnolia Art Center, where beer and wine service during theatrical productions and similar events hosted in the building by the lessee is permissible; River Park North Science and Nature Center, permissible after public hours only when the Center is rented for a private event; Eppes Recreation Center in conjunction with events associated with the Eppes Alumni Annual Reunion in early July of each year; and at the Town Common in a designated confined location for a specific time period when a special event sponsored by a non-profit organization or the City of Greenville was scheduled. At that time in 2014, all of the proposed sites except for the Town Common were approved for some degree of service and consumption and each venue had some clearly defined requirements and limitations. Although the City Council removed Town Common from the list, there was an expressed expectation that the issue would come back to the City Council at some future date.

Director Fenton stated that, last December, staff was directed by the City Council to review the original proposal, make changes if deemed appropriate, and then bring the policy back to the City Council for consideration. Adopting the Town Common policy would require amending the current alcohol policy for City parks and recreation facilities by adding a section related to the Town Common. A committee was formed to consider the proposed policy. The group has met twice and feels that it would make sense to give the proposed policy a test run at the Town Common on April 8, 2017 during this year's PirateFest. The committee would then meet again to consider how effectively the policy worked and whether any modifications were needed. If so, those modifications would be made before bringing the final policy back for the City Council's final approval.



Director Fenton stated that what is before the City Council this evening includes a sunset date of April 10, 2017 so that it would be in effect April 8, 2017 at the Town Common. Then it would be taken out of effect on April 10, 2017 and then brought back to the City Council probably in May 2017 with any proposed changes at that point. Staff proposes that during a Town Common event, the service and consumption of beer and/or wine be restricted to an enclosed monitored area. This is being proposed so that security officers can more effectively supervise those choosing to drink, thereby making underage drinking and overindulgence less likely. In addition, such an area ensures that those who prefer not to intermingle with people currently consuming alcohol are not required to do so in order to participate in that particular Town Common special event. Only the City or a non-profit organization would be eligible to sponsor an event for such service and consumption to be allowed, but a for-profit promoter could partner with that non-profit for such an event with a non-profit applying to the City for the facility permits required.

Director Fenton stated that whatever policy is established must be appropriate for every future eligible applicant. The City wants to foster the adherence to State and local law, the safety of all citizens, the protection of the facilities, and the enjoyment of all event participants, including those choosing not to consume. The stipulations themselves are for the legally required alcoholic permits, sales servicing, and consumption of beer and wine may be permitted at the Town Common within the designated areas under these conditions:

- The City of Greenville may sell and serve beer and/or wine to persons of legal drinking age attending a Town Common event.
- Any other organization permitted to sell and serve beer and/or wine at the Town Common must be a registered non-profit organization.
- The non-profit organization must be the sponsor that reserves a portion of Town Common through a rental agreement with the City. The request for permission to sell and/or serve beer and wine at the event must be made when booking the facility.
- All services, sales, and consumption must be within a designated secured and enclosed area with a controlled entrance and exit developed to the City's specifications. Persons served by the non-profit organization may consume the served beer and wine within this area. The event sponsor will absorb the cost of establishing this area as well as the cost of supporting amenities such as port-a-johns, handwashing stations, and trash containers, etc.
- Alcohol service and sales are limited to the hours between noon and 10:00 p.m. Consumption must be completed within 30 minutes after the conclusion of sales and service.



- Special duty security officers will be at the enclosed area during sales, service, and consumption with a number of required officers determined by the City during the application process. Those officers must be members of the Greenville Police Department (GPD) or employees of an agency approved by the GPD. Expenses for security officers will be borne by the event sponsor. If City police officers are utilized, the minimum work shift would be four hours per officer. The non-profit organization must obtain all alcoholic beverage permits required by law.
- A non-profit organization's representative, the one named on the permit application, must be present at the site for the duration of sales, service, and consumption.
- The event sponsor must provide proof of insurance no later than 14 days prior to the event or be subject to a \$50.00 a day late fee. The event will be cancelled, if proof of insurance coverage is not received within at least seven business days prior to the event. The insurance policy must specifically acknowledge that the event includes alcohol. Coverage must include public liability, property damage, and liquor liability insurance in the amounts acceptable to the City of Greenville, which must be named as an additional insured.
- There are no glass containers allowed.
- An event sponsor must assure that no person brings his or her own alcoholic beverages into the designated area.

Director Fenton stated that at its March 8, 2017 meeting, the Recreation and Parks Commission recommended that the City Council adopt this draft policy that would add Town Common as a site designated for conditional servicing and consumption of alcoholic beverages, subject to the noted conditions heard by the City Council this evening and approve this with a sunset date of April 10, 2017. Should there be any changes in the proposed Town Common policy by the committee after this year's PirateFest, staff will bring them before the City Council when returning to seek approval of the final version of the Town Common policy.

Council Member Godley asked staff to elaborate on the transition that PirateFest goers must experience from drinking a beer that might have been purchased on Fourth and Evans Streets as they go toward the Town Common. Council Member Godley asked would those PirateFest goers be forced to throw away the beer or would they be allowed to continue drinking that beer on the Town Common.

Director Fenton responded that drinking alcoholic beverages is still allowed on First Street so people could finish their beer at First Street, if the area was removed from the edges of the park. In order to make that area fairly in proximity to the stage for performances, it would be removed from First Street. The City could not have a corridor that went down to it from First Street because that would block crossing that part of the park. So if it was down there, they must finish the beer at First Street or throw it away and cross the park to



that designated area. Other than that one of the suggestions was to actually make that area along First Street, but that is further away from the amphitheater.

Council Member Godley stated that obviously knowing that the City is trying to use the amphitheater and naturally music venues are wanted, more than that is wanted. Individuals who might purchase that alcohol on Fourth Street as they approach Town Common might have not consumed much of their beer, but once the concert starts they are going to want to enjoy the music. That is not a smart idea for the City to force these individuals to either wait and not enjoy the music or quite frankly chug their beer so they can go to hear the music.

Mayor Thomas asked about the number of years that the City has held Freeboot Friday.

Uptown Greenville Executive Director Bianca Shoneman responded that Freeboot Friday has been held 16 years.

Mayor Thomas stated that at Freeboot Friday, there is an area where someone could pick up an adult beverage and intermingle with the music as well. Mayor Thomas asked about the distinct difference between that large footprint and the Town Common events.

Director Fenton responded that even at PirateFest, there is a restriction of not being able to go over the north part of the river and uptown with a beer. Sometimes that restriction is at Five Points Plaza. The committee spent a lot of time and even two years ago a lot of time was spent looking at the concerns and knowing that if there was a major problem associated with alcohol in a City park that it could ruin it all. While it is impossible to eliminate any chance of problems, steps can be taken to minimize the likelihood of underage drinking and overindulgence instances. Having an area where drinking is allowed and another where it is not allowed make sense, but both areas must have access to the stage at the Town Common.

Mayor Pro-Tem Smith stated that because there has been so much hard work, she cannot justify sunseting this after one event. That does not dictate or show any type of pattern. It is time for the City to not limit this policy to one event.

Motion was made by Mayor Pro-Tem Smith and seconded by Council Member Connelly to sunset the Town Common alcohol policy on December 31, 2017 and to revisit the policy thereafter. Motion carried unanimously.

Council Member Godley stated that he has a problem with the confined area space. He finds it to be unproductive. The City would want people to enjoy the Town Common yet they would be restricted to a .63-square acre area. Individuals should not be allowed to drink in the Trillium Park, but they should be able to sit on the ground and enjoy their beer with friends at the Town Common and not be compacted in a small area.



Council Member Godley stated he would like to remove that restriction altogether. For PirateFest, people should be able to walk along the Evans Street corridor to the Town Common and continue to enjoy their beer. Since the City Council has sunset the provision through December 31, 2017, if it is just dealing with the Town Common, there should be no enclosed space. Currently, people are subject to a citation, if they are drinking wine or beer in the Trillium Playground or on the Town Common.

Mayor Thomas stated that obviously a concert will not take place on the entire Town Common. Mayor Thomas asked whether there is a concept of a footprint.

Director Fenton responded that for each concert and event, staff would decide that when referring to the .63 acre area. That is what was looked at by the committee and the area could hold 1,500 people by Fire Code standards.

Mayor Thomas asked about the enclosure at FreeBoot Friday.

Ms. Shoneman stated that last year when Uptown Greenville tandemly worked with the Chief of Police to develop the perimeter for the Smashmouth concert, a green construction fence took over $\frac{3}{4}$ of the park. Near the Sycamore Hill Memorial, there is an open space that is left as an alcohol-free zone. Additionally, the Trillium Park had not been built yet, but the eastern boundary of the Town Common was also left as an open space. The entire perimeter of the Town Common that encompass the bowl of the Amphitheater was barricaded with green construction fencing and bicycle barricades along the First Street sidewalk. Twelve additional officers were hired from a private security firm that was approved by the GPD. Uptown Greenville felt that this model worked and the only difference is now they would like for the people to be able to come in with their beverages on the Town Common. So by maintaining the sale along First Street works because Uptown Greenville's infrastructure is already in place. The maps have already been distributed. Individuals can just walk in in with their beer. There is an enclosure and that is consistent with ABC regulations.

Council Member Godley stated that he likes the Uptown Greenville's version in the sense that the enclosed area will be over 50% of the park instead of a .63-acre area. To continue the free flowing consumption of alcohol, specifically, at PirateFest as well for those individuals not to be confined in a small area similar to what staff is suggesting.

Director Fenton stated that the question is how to deal with security in that environment. The City does not want problems and wants to keep individuals from being arrested because of their behavior.

Assistant City Manager Flood recommended that the City Council generally define the area in such a better way that gives staff direction to allow adult beverages back on First Street.

Mayor Thomas stated that the area would be within the concert enclosure with the exception of Trillium Park.



City Attorney David Holec stated that the City Council is addressing the following in the proposed policy:

- 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. 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.

City Attorney Holec stated the City Council has removed "the secured and enclosed area with a controlled entrance and exit" portion. It is still important that it is developed to the City's specifications and establishing cooperation with the City staff. But since having this to apply at the end of December 2017, the City Council would want this for other types of events as well. There is some leeway and maybe the City Council would have a smaller area for different events. People, who are served the malt beverages or alcohol and wine, may consume that within that area, and there are other permitted areas that are covered by the ABC permit and that the event sponsors can absorb all costs associated with establishing the area.

City Attorney Holec stated that the City Council may want to consider the suggestion about a potential designation of an alcohol-free area and having that area established in cooperation with City staff.

Chief of Police Mark Holtzman stated that this might work for Uptown Greenville. But if the City had another group this year who wants to have this designated area without any controlled access points or secured area, the GPD could have a difficult time with staff coming back and requiring them to put those things in place for a non-profit concert, for example.

Council Member Smiley stated that for PirateFest, Uptown Greenville would create an enclosed area.

Chief Holtzman stated that was done last year with the bicycle barriers on the street and the green plastic fence to separate off an area. Staff needs to be able to scale that to whatever type of concert is being held and to the size of the event. If there are 5,000 people and they are condensed around the stage for instance, the City Council should think about creating bicycle barriers to make open corridors to walk in and out of that area so the EMS and GPD can go in and get people.

Council Member Smiley stated that if you are on the Town Common, it is an enclosed area and should remain in the policy. The intention is that the non-profit organization is going to designate and to secure in some fashion the piece of the Town Common that they are using.



Mayor Pro-Tem Smith stated that when making these adjustments to the policy, the City Council should make sure that the City's policies are inclusive.

Chief Holtzman stated that the PirateFest is really spread out and looks a lot different from a concert at the amphitheater. For those, safety walkways would be created and the GPD would have the right amount of staff on hand. Anything can be policed with a balance of police and the event's security similar to the City's Halloween event.

Mayor Thomas asked about placing barriers which turns into a safety issue such as Fire Marshall and access issues.

Director Fenton stated that barriers in the right place could surely be of assistance. There was some discussion about crowd and stage such as some people encroaching on the stage, which is a safety issue. The City should use barriers selectively.

Mayor Thomas asked once people are trapped into an enclosed area are there certain State guidelines or issues related to the Fire Code.

Chief Holtzman responded that the City would have to stay away from anything causing trampling. There are rules for all of this that should be followed to be able to get people in and out.

City Attorney Holec stated that the City Council may want to have those stipulations put back in the proposed policy and to ensure there is an understanding as far as the determination of that area for this event and future events as to what type of leeway the City Council wants to have. From a staff perspective, there is an understanding of what is appropriate for PirateFest.

City Attorney Holec stated that City Council is asking to keep the language, but the City Council would want to get some leeway as far as a particular event and how large the area would be. He is suggesting as determined by the nature of the event and as suggested, it should be evenly determined. A statement should be added that an alcohol-free area shall be designated and maintained.

Mayor Thomas stated that a time limit of an event is an important feature.

Director Fenton stated that service is restricted between 12 Noon and 10:00 p.m.

Motion was made by Council Member Godley and seconded by Council Member Mercer to adopt the revised language as suggested by the City Attorney. Motion carried unanimously.



ORDINANCE AMENDING CITY CODE PROVISIONS RELATING TO CONSUMPTION OF ALCOHOLIC BEVERAGES IN PUBLIC TO ALLOW CONSUMPTION ON THE TOWN COMMON SUBJECT TO CONDITIONS – (Ordinance No. 17-023)

City Attorney David Holec explained that by State Statute, the City Council, by ordinance, determines where it is legal for alcohol to be consumed on City property. An ordinance delineates those properties and this amendment adds the additional provision relating to the Town Common. In the agenda package, there is a sunset date as April 10, 2017 for that one provision relating to the Town Common so that would also be amended. It is proposed that the City Council adopt that ordinance with the sunset date for the Town Common provision to be December 31, 2017.

Motion was made by Council Member Smiley and seconded by Council Member Godley to adopt the ordinance. Motion carried unanimously.

REQUEST BY HOME BUILDERS SUPPLY COMPANY TO PURCHASE CITY-OWNED PROPERTY LOCATED AT WILSON STREET AND LINE AVENUE, BEING PITT COUNTY PARCEL NUMBER 19999

Assistant City Manager Merrill Flood stated that staff received a request from the Home Builders Supply Company to purchase City owned property located at Wilson and Line Avenues. The triangular piece of property is used currently for overflow parking for Guy-Smith Stadium. It has over 11,000 square feet. The recent tax value of the property in 2015 was \$4,550. This property was donated to the City by the Higgs Family Heirs in October 1993. They have requested to purchase the property for extension and expansion of the Home Builders Supply Company.

Assistant City Manager Flood stated that the property was donated for the purposes of memorializing the family and their contributions to the area. A plaque is erected on the property indicating the donation of the property. Because this was a donation, staff feels that the City Council should give staff direction whether to move forward with the Home Builders Supply Company.

Assistant City Manager Flood stated that staff has been unable to make contact with the Heirs nor are there any conditions relative to the sale that would prohibit the City from selling the property or restricting its use. The City Council would need to give staff further direction as to whether to start the process for the disposition of the property or some other action. If the City Council decides to dispose of the property, staff will get it appraised, ask the City Council to set fair market value and then establish a sealed bid process. The Recreation and Parks Department staff has indicated that they can find other ways to accommodate the parking in the area, if the City Council feels it is necessary to sell the property. It is always difficult to sell a donated piece of property, but the authority lies within the City Council to start that process.

Council Member Glover asked whether the plaque would be removed from the property.



Assistant City Manager Flood responded that the plaque would be stored at a City facility. The plaque was part of the donation of this property.

Council Member Glover stated that the City could find somewhere to re-erect the plaque because there is an area in the City named the Higgs Neighborhood.

Council Member Smiley stated that given the fact that this property is being used by one of the City's intensively used parks, there has been no argument made to him that a better use for it would be a private purpose rather than the public purpose it is being used for currently. He recommends to table this item until the City Council could get Home Builders to make a better argument, or that the City Council does not approve this agenda item.

Council Member Glover stated that if the people do not have the property to park their cars, they will park on the streets in the neighborhood and when people park up against the fence, people cannot exit their driveways. The property should remain as a parking area because as long as the stadium is there, it will be used for that purpose.

Council Member Connelly stated that a business abuts up to the property and the purpose for them wanting to acquire this property is to grow their business. Not only will the City get this property back on the tax roll and have a private industry own this piece of property, this would maybe actually create some jobs for the community. He is sensitive that the property was donated to the City and it is being used for overflow parking, but by eliminating the police parking lot downtown, other ways for people to park in that area were found.

Council Member Glover stated that presently, there is a barbed wire fence around the business and she feels that it would not be aesthetic to the neighborhood for the business to have lumber laying on the property. It would be unfair to the homeowners for the business to use the property for that purpose.

Motion was made by Council Member Smiley and seconded by Council Member Glover to table the item. Motion carried unanimously.

INTERLOCAL AGREEMENT WITH PITT COUNTY BOARD OF EDUCATION RELATED TO THE RED LIGHT CAMERA PROGRAM

Chief of Police Mark Holtzman said he is here to discuss the final step in launching a red light camera program for the City. The City Council adopted a resolution to move forward with trying to secure a local bill. He thanked the local delegation who helped with that as it was not an easy pass. Since that time, the City has been working with the Pitt County Schools and the Board of Education to develop an Interlocal Agreement. He acknowledged City Attorney Dave Holec, Project Lead, Lt. Mike Broadwell, Traffic Engineer Rik DiCesare and David Jackson from American Traffic Solutions (ATS), who is the City's vendor, for their hard work toward this endeavor.



Chief Holtzman gave an overall update on where things stand with this project, noting there are two related action items on tonight’s agenda. He showed a short video clip of a right angle crash, simulated on the details of an actual crash. He stated he was present at the International Institute of Highway Safety (IIHS) and standing only a few feet away as this video was recorded. He said it makes quite an impression. He then discussed crash ratings within the State of North Carolina as depicted on the following spreadsheet (first page only is shown):

**2015 Ranking of Cities with Population of 10,000 or more
Based on All Reported Crashes from January 1, 2013 through
December 31, 2015**

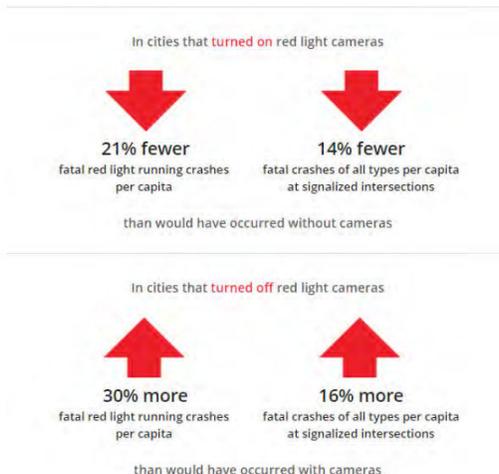
City	Total Crashes	% Alcohol Related Crashes	Fatal Crashes	Non-Fatal Injury Crashes	Ranking			
					2012	2013	2014	2015
ASHEVILLE	15633	3.24%	37	3484	1	1	1	1
WILMINGTON	12621	3.89%	40	3765	4	3	2	2
GREENVILLE	13683	2.92%	17	3110	17	6	10	3
ASHEBORO	3614	2.66%	9	894	11	7	4	4
ROANOKE RAPIDS	2674	3.55%	7	603	32	18	6	5
GASTONIA	8030	3.25%	24	2954	12	15	16	6
HENDERSONVILLE	3720	2.34%	9	594	18	14	22	7
SALISBURY	5453	2.31%	14	992	22	21	12	8
MONROE	5110	2.72%	10	1351	8	4	8	9
ROCKY MOUNT	7815	3.57%	20	1654	9	9	3	10
CHARLOTTE	102499	3.33%	185	29544	3	12	7	11
RALEIGH	69904	3.20%	105	12953	14	13	11	12
GREENSBORO	27485	4.84%	71	10155	7	19	13	13
SHELBY	3057	2.72%	11	783	29	22	17	14
MOORESVILLE	7164	2.41%	8	1245	33	24	20	15
BURLINGTON	8199	3.87%	14	1826	16	17	14	16
FAYETTEVILLE	22591	2.70%	64	4957	6	10	18	16
HICKORY	9656	2.20%	14	1639	4	8	15	18
HIGH POINT	9105	4.37%	27	2891	15	15	19	19
LUMBERTON	5339	1.87%	7	1052	2	2	5	20

Chief Holtzman noted that Greenville is ranked #3 out of the total 85 cities with a population of more than 10,000. He stated that red light cameras will not solve all of the City’s crash problems, but he believes it will be one of the solutions to moving forward on safety in the community.

He then discussed the impact a red light camera program can have and also the impact when such a program is removed, based on IIHS data:



IIHS: TURNING OFF RED LIGHT CAMERAS COSTS LIVES



Chief Holtzman noted that the data on the left is based on the actual site where red light cameras have been installed or removed, while the data on the right represents the halo effect of having red light cameras at (or removed from) other locations within a City. The IIHS does believe in the use of red light cameras and that their use saves lives.

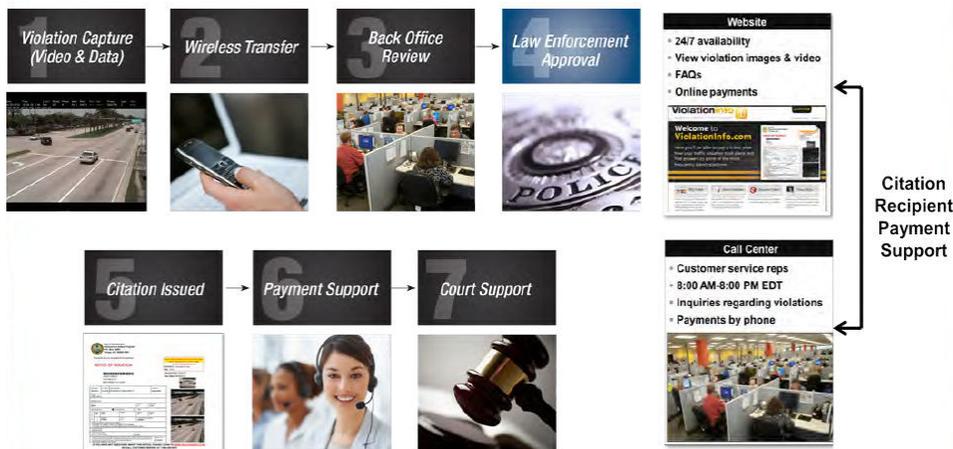
Chief Holtzman then reviewed terms of the various contract agreements which would be in place, noting that the Pitt County School Board passed the Interlocal agreement this morning:

CONTRACT AGREEMENTS	COST/ INTERLOCAL AGREEMENT WITH PITT COUNTY BOARD OF EDUCATION
<ul style="list-style-type: none"> Contractor responsible for purchasing, installing, maintaining and operating equipment Contractor will process the recorded images to review potential violations GPD officer makes determination in ALL instances as to whether a citation is issued Contractor processes citations by printing and mailing notices of violations. Contractor collects the civil penalties and deposits the revenues in a City account City responsible for addressing the appeals to the citations by having administrative appeal hearings with officers When cameras are installed (current projected timeline: August 2017) there will be a 30-day period where warning citations will be issued, but no penalty collected 	<ul style="list-style-type: none"> The contract, together with the Interlocal Agreement with the Pitt County School Board, is designed to ensure that the cost of the Red Light Camera program is borne by the violators with program revenue to cover program cost with all clear proceeds going directly to Pitt County Schools Ticket Fine = \$100. This is a civil infraction. It is not reported to any insurance agencies and will not result in points on driving record The contractor will receive \$31.85 for each paid citation, the remaining amount (\$68.15) per ticket will go to Pitt County Schools The City will be reimbursed, according to the agreement, \$75,000 annually for the salary of the police officer who operates the program and hearing officer fees

Next, Chief Holtzman explained step-by-step how the system is designed to work:



End-to-End Program Processing & Support



Chief Holtzman stated they are expecting to go live with the system around August of this year. He thanked the City Council for allowing him to pursue this initiative, stating that he is a believer in the effectiveness of red light cameras. He invited Mr. Jackson to join him in answering any questions the City Council may have.

Council Member Smiley asked if the cameras are up and six months down the road, it has been a total success – no one is running the light at a particular intersection – who decides where that camera goes, who takes it down, who moves it, who pays for it?

Chief Holtzman indicated the agreement is that the City will work with the Vendor to do that, or to leave that camera in place and put an additional camera somewhere else. When you remove a camera, particularly too soon, it can have a negative effect. Mr. Jackson stated if one has to be moved, it would be ATS’s responsibility to take care of it.

Mayor Pro-Tem Smith asked who set the amount at \$75,000 for someone to review tickets.

Chief Holtzman stated he wanted to have a Police Officer review the tickets. It is nearly a full-time job as it takes several hours a day to properly manage the program. The person not only has to review the tickets, but also has to answer the phone calls that come in related to the tickets and attend appeals hearings that will occur a couple times each month. Chief Holtzman stated he did not want to just take an officer from the Traffic Safety unit, who is out there trying to make the community safer. He preferred to let the program pay for an additional police officer. This person will work in uniform, and the time not spent working at the desk or attending hearings will be spent at the schools helping with traffic safety.

Mayor Pro-Tem Smith asked if the person to fill this position is already on board.



Chief Holtzman stated two existing Traffic Safety Officers have applied for the position and he anticipates a decision to be made this week.

Council Member Connelly asked if any study had been done on the intersections proposed for camera locations to determine if there were sufficient violations to support the program.

Mr. Jackson stated there had been and, in fact, when he did study originally to determine if ATS would pursue the project since they are the ones financially at risk, the data he gathered for the target 5 intersections was the same 5 intersections suggested by the Police Department's data.

Council Member Connelly asked if ATS gets paid based off the paid violations.

Mr. Jackson stated they do – they get \$31.85 of each paid violation.

Chief Holtzman stated the entire fine comes to the City, who hands it off to the School Board. The City then invoices the School Board \$31.85 because that's what the City has to pay the Vendor, and the City invoices the School Board \$6,250 monthly for paying the police officer.

Council Member Connelly asked about penalties involved in early termination of this 5-year contract.

City Attorney Dave Holec stated if the City decides to terminate the program without cause, there are payment formulas within the contract, particularly with regard to equipment that ATS will have provided for up front. There has been discussion with the Vendor to keep costs for termination of the program as low as possible if termination is for cause, such as non-performance or if there is a legislative change that makes the manner of the program no longer legal or if there is a court decision that impacts the program.

Upon motion by Council Member Smiley and second by Council Member Mercer, the City Council voted 4 to 2 in favor of approving the Interlocal Agreement with the Pitt County Board of Education related to the Red Light Camera Program. Mayor Pro-Tem Smith and Council Member Connelly cast the dissenting votes.

AGREEMENT WITH AMERICAN TRAFFIC SOLUTIONS, INC. RELATED TO THE RED LIGHT CAMERA PROGRAM

Having heard the presentation with the previous agenda item, Council Member Smiley moved to approve the agreement with American Traffic Solutions, Inc. related to the Red Light Camera Program. Council Member Mercer seconded the motion, which passed by a vote of 4 to 2, with Mayor Pro-Tem Smith and Council Member Connelly casting the dissenting votes.



NC EMERGENCY MANAGEMENT HAZARD MITIGATION GRANT PROGRAM APPLICATION AND RESOLUTION ADOPTING A PRIORITIZATION AND POLICY PLAN FOR THE DEVELOPMENT AND IMPLEMENTATION OF A HAZARD MITIGATION GRANT PROGRAM ACQUISITION AND/OR ELEVATION PROJECT – (Resolution No. 022-17)

Community Development Director Ben Griffith stated that Hurricane Matthew will be the largest hazard mitigation grant program since Hurricane Floyd in 1999. There is a long-term program, which includes two priorities, Tier 1 and Tier 2. Tier 1 includes acquisitions (buyouts), elevation or (house raising), reconstruction (demolition and build). Tier 2 includes stormwater management, infrastructure improvements, and other public facility and utility retrofits. The Letter of Interest (LOI) is launching and currently underway.

Director Griffith stated that this a detailed, complex, and long-term process. Local governments write grants through the North Carolina Emergency Management to FEMA that are reviewed and approved. NC Emergency Management Hazard Mitigation team is working with Hurricane Matthew. NCEM is supporting local governments by assisting with grant writing, intake sections, which the City had two on March 8-9, 2017, and other technical assistance when and where needed. The Joint Field Office is with NCEM and FEMA.

Director Griffith stated that Letters of Interest are being accepted from declared counties which includes Pitt County. The current LOI is due to NCEM by March 31, 2017 for declared counties. A second LOI is due May 1, 2017 for declared and non-declared counties. Director Griffith explained that in case the City has missed some properties or there are other issues, the City has a second date to submit them. These may go into a bigger pool with both declared and non-declared counties that were affected by Hurricane Matthew.

Director Griffith stated that the State reviews the submitted Letters of Interest and submits their hazard mitigation grant to FEMA on October 10, 2017. The Hazard Mitigation Grant Program Period of Performance ends October 10, 2020. The review criteria includes effectiveness, feasibility and effectiveness, environmental and historical preservation compliance, and public notice.

Director Griffith stated that a total of 18 residential properties were identified including seven condominium units on Beech Street with unwilling sellers, which are not eligible because it is an all or none approach. As of this time, staff has identified one property that meets all of the criteria spelled out by NCEM and FEMA. On March 31, 2017, all of the 11 applications during the two-day intake session will be submitted to the State for review along with the Letter of Intent. The City's Engineering Office identified a public infrastructure mitigation project, NC Hwy 33 at Hardee Creek crossing, which is some additional culverts added to help the water flow.



Director Griffith stated that the value of submitted residential properties are estimated at \$972,975 and \$890,000 for the infrastructure mitigation project. Director Griffith summarized the following recommendations by staff:

- Approve Proposed Resolution and Prioritization Plan
- City staff recommends Acquisition (“Buyout”) of properties located in the 100-year floodplain
- Submittal of Prioritization Plan to NCEM on March 31st to include 11 residential properties and proposed NC Hwy 33 mitigation project
- Authorize City Manager or designee to prepare Letter of Intent and applications for submittal to NCEM

Motion was made by Council Member Smiley and seconded by Mayor Pro-Tem Smith to adopt the proposed resolution and Prioritization Plan, to authorize submittal of the Letter of Interest, and to authorize the City Manager and/or her designee to assemble the required applications for recovery assistance. Motion carried unanimously.

ADOPTION OF THE 2017 CITY COUNCIL PLANNING SESSION REPORT

Assistant City Manager Merrill Flood explained that at its January 27-28, 2017 Planning Session, the City Council used a process to rank 23 capital priority projects:

Planning Session Priorities for 2017

1. Sycamore Hill Memorial
2. Other Town Common Development
3. Evans Street Widening Project
4. 14th Street Widening Project
5. Firetower Road Widening Project
6. Firetower/Portertown Road Widening Project
7. Allen Road Widening Project
8. Dickinson Avenue Improvements
9. Street Light Installation (various streets)
10. Traffic Signal System Upgrade (Citywide)
11. Town Common to River Park North
12. Greens Mill Run to Eastside Park
13. Pitt Street to Nash Street
14. Nash Street to VA Hospital
15. Tar River Legacy Plan Projects
16. Eastside Park
17. River's Edge Park
18. Southwest Park
19. South Central Area Park
20. Greenfield Terrace Park Expansion
21. Southside Fire Station



22. Parking Lots: Sidewalk Development/City Employees
23. Skate Park

Assistant Manager Flood stated that some of the priority projects had the same rankings.

Priority Project Rankings

1. Southside Fire Station (15)
2. Sycamore Hill Memorial (13)
2. Street Light Installation (Various Streets) (13)
4. Dickinson Avenue Improvement (10)
4. Town Common to River Park North (10)
4. Eastside Park (10)
7. Other Town Common Development (9)*
8. Tar River Legacy Plan (7)*
9. Skate Park/BMX (6)*
10. River's Edge Park (5)*
11. 14th Street Widening (3)
12. Traffic Signal System Upgrade (Citywide) (2)*
12. Nash Street to VA hospital (2)*
12. Greenfield Terrace Park Expansion (2)*
15. Evans Street Widening (1)*
15. Green Mill Run to Eastside Park (1)

Assistant City Manager Flood stated that some of them had the same rankings because they tied, but the top five projects are as follows:

1. Southside Fire Station
2. Sycamore Hill Memorial
3. Street Light Installations
4. Town Common to River Park North
5. Eastside Park

Assistant City Manager Flood stated that the asterisks indicate several projects would automatically be worked on by staff because they are already in process or have a funding category that is tied to them. So, work must continue on the projects. The top six items will receive the bulk of staff's attention over the year, but staff will spend time on the remaining items depending on circumstances change, when funding will be available and other priorities. Some of these may be multiyear projects.

Assistant City Manager Flood stated that the "Big Ideas" are the City Council's future projects, which determine how Greenville is going to grow and what Greenville will look like as a community. These are multi-year projects as well giving the City Council an understanding, a game plan, and roadmap and each of these projects are tied to the City Council's goals.

"Big Ideas Rankings"

1. Sidewalk Imagineering/STEAM Project (12)
2. Commercial/Industrial Site (10)
3. Town Common Pedestrian Bridge (8)
4. Sports Destination Projects: (7)



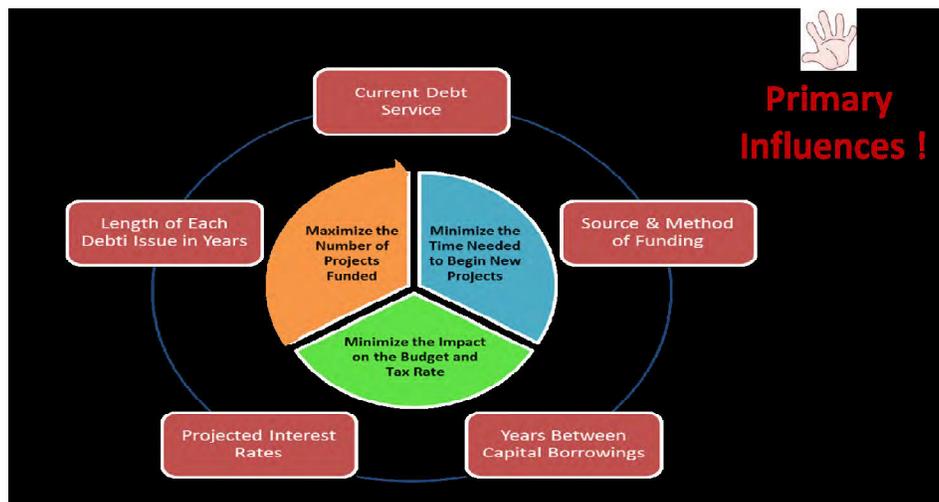
- a. Triangle Field Complex (5)
- b. Indoor Court Facility (2)
- 5. Coastal Plain Baseball League

Assistant City Manager Michael Cowin explained the long-term Capital Debt Planning for some of the priority projects, stating that basically there are two components to long-term Capital Planning: 1) the capital improvement planned projects are included within the General Fund Budget and within the budget on a pay-as-you-go basis, and 2) the Debt Financed Projects. At the January 2017 Planning Session, the City Council and staff discussed the goal of the City Council to fund approximately \$3.5 million worth of capital projects to the Capital Improvement Projects (CIP). But within the General Fund, you want to go on a pay-as-you-go basis. The vast majority of the CIP budget is approximately 70-80% to be used for street lighting and street improvement projects.

Assistant City Manager Cowin stated that based on the plans discussed, over the next 10 fiscal years, the City will strive to fund approximately \$40 million in capital projects through the application of the Long-Term Debt Plan. The projects are to be funded in intervals of four years. There are three priorities: 1) maximize the number of projects funded, 2) minimize the time needed to begin new projects, and 3) minimize the impact on the budget and tax rate.

Assistant City Manager Cowin stated that funding will be sought to finance projects of high priority as determined by the City Council. The five projects mentioned earlier were deemed to be high priority by the City Council at its Planning Session. The primary component of financing are debt financing and one-time funding above the City's minimum unrestricted fund balance policy.

Assistant City Manager Cowin summarized some of the major influences on being able to achieve these objectives.





Assistant City Manager Cowin explained that the projected interest rates are a primary influence on the City’s ability to maximize its objectives. The interest rates in the market have been extremely low over the last 7-8 years because of the slow moving economy, but it is starting to pick back up. In fact, the Federal Reserve adjusted the rates a few months ago and is scheduled to do that this month as well, which has an impact on the overall market moving forward. The rates are going up, but the City has built into its plan guidance to some concerns to the increasing of that rate over the few years.

Assistant City Manager Cowin summarized the following funding timeline that was discussed by the City Council.

Funding Timeline

The following is the proposed timeline for capital funding based on the Long-Range Debt Strategy and the projected interest rates at the time of borrowing:

FY2018	Parking Lots: Sidewalk Dev/City Employees	\$ 1,900,000
FY2019	2015 G.O. Bond Part Two	\$ 8,000,000
FY2019	Council Adopted Priority Projects	\$ 9,000,000
FY2023	Council Adopted Priority Projects	\$10,000,000
FY2027	Council Adopted Priority Projects	<u>\$12,000,000</u>
	Total	<u>\$40,900,000</u>



Assistant City Manager Cowin stated that this potential funding scenario does not include any increase in the operating cost to move these projects forward. A classic example would be the increase in personnel expense of approximately \$610,000 annually to operate a new fire station on the south side of the City.

Assistant City Manager Cowin stated that staff and the City Council are in the middle of putting together a budget for next year. The budget draft is set to come before the City Council in April for the General Fund and then the full budget in May. The City Council would then move forward to finalize this fiscal year’s operations and at the same time trying to maximize the City’s reimbursement from FEMA. Then there would be discussions with the City’s financial advisors on how some of these projects could be financed outside the confines of the General Obligation Bond such as installment financing arrangements so that the City Council can start to move forward with some of these plans. At the same time, the City would need to true up with the true costs of what these projects would be so that there is a better indication on how they impact the City’s operations over the next few years within the confines of the Debt Planning.



Motion was made by Council Member Connelly and seconded by Council Member Smiley to adopt the 2017 City Council Planning Session Report. Motion carried unanimously.

PRESENTATION BY GREENVILLE UTILITIES ON ELECTRIC RATES

Motion was made by Council Member Connelly and seconded by Council Member Glover to move up this presentation immediately as the next item on the agenda. Motion carried unanimously.

General Manager Tony Cannon announced the reduction in the electric rates, stating that the Greenville Utilities Commission (GUC) is proposing a 4.5% decrease in the wholesale cost of power effective April 1, 2017. The GUC is proposing to pass that along for all electricity purchased after April 1, 2017. That 4.5% wholesale decrease translates into 3.5% retail. The cost of power is the GUC's largest component of their rate, but it is not the entire rate. There is still the cost of capital, personnel, and operations. The 4.5% would translate on a typical residential billing to about \$4.00. That is what the 3.5% is so it is a straight pass through. In July 2015, the Board of Commissioners approved to purchase power adjustment, which allows to automatically pass through costs associated with the wholesale cost of power effective immediately. That would also be included in the GUC budget.

Council Member Connelly asked about where the GUC sits and what is the plan moving forward with using the electric rate stabilization.

General Manager Cannon responded that the GUC should be fully funded in another 1½ years as far as the GUC is going to fund that program with the Rate Stabilization Fund. That following year, the GUC will start drawing those funds down. The GUC is aware of the costs associated with coal ash cleanup that will cause an increase in its wholesale cost of power. The GUC would use the Rate Stabilization Fund to offset some of those costs in the 2020-2022 timeframe.

General Manager Cannon stated that their plan is to use the Rate Stabilization Fund within the normal range of operations. So it is 1½% of the total power cost to 15% of power cost resulting in \$2.5 million on the low end to about \$25 million on the high end. The GUC's plan is to get that fund to about \$21 million and then from 2019 to 2026 to draw those funds down to probably somewhere in the \$5 million range.

Council Member Connelly asked whether the GUC's projection is to start using those funds from the Rate Stabilization Fund in 2019.

General Manager Cannon stated that is correct. Some of the projections that Duke Energy had on its coal ash cost would pass through to the GUC's wholesale contracts. The GUC would be using the Rate Stabilization Fund to offset some of those costs going forward.



Mayor Thomas asked when those issues occur, what would be the impact on the cities that do not have any type of stabilization.

General Manager Cannon stated that the cities would have to make the determination. Probably, they would have to pass the entire cost through when it occurs.

ADDITIONAL ONE-STOP VOTING SITE(S) FOR THE 2017 MUNICIPAL ELECTION

City Clerk Carol Barwick stated that because 2017 is another Municipal Election year, the Pitt County Board of Election has asked whether the City is interested in hosting up to two additional One-Stop Voting sites. Based on the City's agreement, the Board of Elections will automatically host two sites, the Pitt County Agricultural Center and the Community Schools Building. Each municipality has the option to host up to two additional sites at their sole cost within their jurisdiction, if desired. Greenville would use the Pitt County Offices Complex, specifically the PATS Conference Room and the Willis Building on the East Carolina University campus. The cost for each site is estimated at \$4,900 operating from October 30 to November 4, 2017.

Council Member Connelly asked about what the City has done traditionally and biannually.

City Clerk Barwick responded that for the past two election cycles, the City has hosted two sites.

Council Member Smiley asked about the early voting period that the County supports for their sites.

City Clerk Barwick responded the two sites that the County would automatically operate will begin no earlier than October 19 and end no later than noon on November 4.

Council Member Smiley asked about the costs for the City to mirror what the County dates would be.

City Clerk Barwick responded that it would double the \$4,900 per site, since it would be an additional week.

Motion was made by Council Member Godley and seconded by Council Member Glover to approve the operation of the two additional One-Stop Voting sites, including the Pitt County Offices Complex and the Willis Building. The motion passed with a 5:1 vote. Mayor Pro-Tem Smith and Council Members Glover, Godley, Smiley and Mercer voted in favor of the motion and Council Member Connelly voted in opposition.

UPDATE ON THE DRAFT ACTIVE TRANSPORTATION PLAN PROJECT

Public Works Director Kevin Mulligan stated this plan is about several modes of transportation and the use of greenways. On April 11, 2016, the City Council awarded this



Greater Greenville Area, Metropolitan Planning Organization (MPO) funded project to Alta Planning + Design (Alta). This was a \$140,000 contract and the City was responsible for approximately \$18,000 of that amount.

Jason Reyes of Alta gave an update and preview of the draft project. The main takeaways of the vision statement is the project is for bicycle, pedestrian and greenway trails planning and design. This plan is also for people of all ages, abilities, and incomes. It is beyond a recreation plan. Also, this plan captures creating positive economic development, protecting the environment, promoting equity, and enhancing access to acts of transportation and health, and increasing safety and livability. Alta aligned the draft Active Transportation Plan with the City Council's goals and objectives outlined in *A Greater Greenville Strategic Plan* and the Horizons 2026: Greenville's Community Plan.

Mr. Reyes summarized information taken from national studies for biking and walking.

Goals for the Active Transportation Plan

- **Gains in bike safety are especially important for low-income riders and riders of color.** 49% of the people who bike to work earn less than \$25,000 per year, and Black and Hispanic bicyclists have a fatality rate 30% and 23% higher than white bicyclists, respectively. Building extensive protected bike lane networks benefits those who are most at risk.
- **More people ride when cities build protected bike lanes.** Studies from cities across North America show that adding protected bike lanes significantly increases bike ridership on those streets, with rates ranging from 21% to 171%.
- **Most people are "interested but concerned" about biking and would bike with higher-comfort facilities.** 60% of the total population are "interested but concerned" about biking. Of those, 80% would be willing to ride on streets with a separated or protected bike lane. In particular, recent national research suggests that that people of color are more likely than white Americans to say that adding protected bike lanes would make them ride more.



Goals align with existing plans

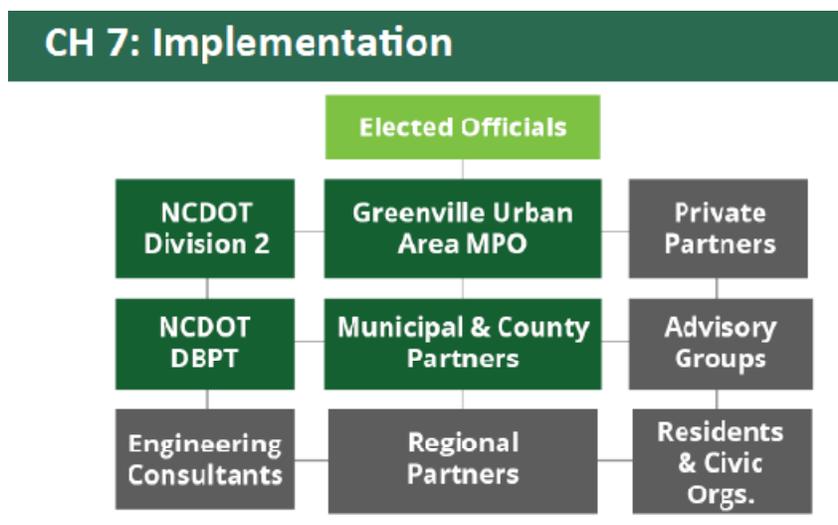
Mr. Reyes stated that four committee meetings were held and there were several public outreach sessions through standalone workshops, Alta's attendance at public events, and online public comment forms. Over a 1,000 people participated in the online forms and provided their feedback and comments. Many of their quotes are included in the planning document. 75% of the survey respondents stated that it is very important to improve walking, bicycling and greenway trail conditions in their community. Others responded that they would walk and bike in the community, if they had a safe way to do so.

Mr. Reyes stated that the Draft Plan consists of Alta's recommendations for walking and biking infrastructure, more detail regarding some of the City's priority projects, and some recommendation and implementation discussions. The following is information regarding the basis of recommendations outlined in Chapter 1 of the plan:



Mr. Reyes stated that in Chapter 2, there is mapping analysis of crashes and taking in account demographic data and overlaying that in terms of various factors to get an overall sense of where facilities will be needed. The recommended bike, pedestrian and greenway networks are in Chapters 3 and 4 of the plan. This builds off the City’s previous plan in 2011 with some adjustments of taking advantage of certain roadways, and then looking at a variety of facilities from those that are in neighborhood streets to ones that are on rural roads and paved shoulders, bicycle lanes, separated lanes, and greenway trails. There is a variety of facilities depending on where the recommendation is physically in the community.

Mr. Reyes stated that overall maps and priority project cut sheets are in Chapters 3-5 of the plan. Chapter 6 covers the policy, programs, design, and implementation recommendations. The following is a simplified version of the organizational chart, but in the planning document it goes through different roles and responsibilities for the different groups.





Mr. Reyes stated that the plan concludes with analysis of what the benefits might be in terms of the infrastructure and program investments. It takes in account the benefits that the community currently receives in terms of health, environment, and transportation and then projects what that might be going forward.

Summary of Forecasted Annual Health, Environmental, and Transportation Benefits



Mr. Reyes stated that the Draft Plan is available online for download and review at <http://www.walkbikegreenvillenc.com/>. The following are the next steps for the Draft Plan review:

Key Steps in March:

- Draft PDFs to Steering Committee (3/3)
- Draft Plan Online (3/13)
- Public Open House at Alice Keene Park (3/13)
- Public Open House at Sheppard Memorial Library (3/14)
- Update to Council (3/20)
- Comments from Steering Committee (3/31)

Key Steps in April and Beyond:

- Outreach at Pirate Fest (4/8)
- Plan Revisions (April/May)
- Final Committee Meeting (TBD)
- Final Council Presentation for Adoption (TBD) - Adoption does not commit local funding, but does facilitate outside funding



RESOLUTION SUPPORTING PROPOSED SAFETY IMPROVEMENTS ON SOUTH MEMORIAL DRIVE BETWEEN O'HAGAN STREET AND WEST 5TH STREET - APPROVED WITH LANDSCAPED MEDIAN – (Resolution No. 023-17)

Division Traffic Engineer Steve Hamilton of the North Carolina Department of Transportation (NCDOT) stated that in December 2016, he presented a proposed project to construct a median along Memorial Drive from Stantonsburg Road to 5th Street. On January 10, 2017, the NCDOT held a community forum that was sponsored by Mayor Pro-Tem Smith. There was a general consensus of the public that they were satisfied with the idea of constructing the median and preferred a landscaped median versus a concrete island.

Mr. Hamilton stated that the NCDOT received a comment about looking at extending the median farther south to the railroad track. The NCDOT found that there were two fatal crashes in the area and based on the conditions, the NCDOT could support an extension to include that area.

Mr. Hamilton stated the concept drawing shows the southern section of Memorial Drive. The area from Village Drive northward is basically already being addressed under the 10th Street Connector Corridor Project by carrying a median down to Village Drive. So, the NCDOT will look at the area from Village Drive southward. Being that the NCDOT was planning a southbound turn at Village Drive, that is a reasonable location for a northbound left/U-turn movement. One was needed at the signal at Memorial Drive and a southbound U-turn/left turn movement was proposed in front of Harvey's Restaurant. Regarding Crosswinds Street because of the length of the storage for Memorial Drive, there is not room to fit a northbound/left turn in that area.

Mr. Hamilton stated that the NCDOT is requesting at least a resolution in support of the northern section. If the City Council wishes, the NCDOT could include the southern section as well. The project is estimated at \$150,000.

Motion was made by Mayor Pro-Tem Smith and seconded by Council Member Smiley to adopt a resolution supporting the northern section with a landscaped median.

Council Member Glover requested to amend the motion to add the southern section with a landscaped median.

Mayor Pro-Tem Smith and Council Member Smiley accepted the amendment to add the southern section with a landscaped median.

City Attorney David Holec asked whether the median would be changed from South Village Drive to West 5th Street instead of O'Hagan Street to West 5th Street.

Mr. Hamilton responded that the median would start from the railroad crossing south of Moye Boulevard to Village Drive. The median would cover the entire section from south of



Moye Boulevard to West 5th Street knowing that the middle area at Stantonsburg Road is being done under the 10th Street Connector Corridor project anyway.

City Attorney asked whether both of the medians would be landscaped medians.

Mr. Hamilton responded that is correct.

The motion passed unanimously to approve the northern and southern sections with landscaped medians.

DISCUSSION OF NEW RIVER OVERLOOK

Assistant City Manager Flood stated that Council Member Godley requested that this item be placed on the agenda.

Council Member Godley stated that he is concerned about the amount of trees blocking the view of the New River Overlook, but there may be regulations hindering the cutting down of the trees. Council Member Godley asked whether there is an update for when some of this vegetation could be removed.

Recreation and Parks Director Gary Fenton stated that a permit is required, but staff could look at the process for getting one. Hopefully, some of the City's overlooks could actually extend out into the water.

Council Member Godley asked if there is a plan to build an overlook extending into the water.

Director Fenton responded that overlooks are wanted up and down the river.

Senior Planner Morrison stated that it is extremely timely to obtain a permit with the pier at the Town Common. It is better to select 2-3 locations, to have them engineered and then go through the permitting process once for all the locations. The Tar River Legacy Plan called for some selected clearing in some of the areas to open up the views.

DISCUSSION OF AMENDING THE AUTHORITY FOR CERTAIN PURCHASING DECISIONS RELATING TO APPARATUS, SUPPLIES, MATERIALS OR EQUIPMENT – (Resolution No. 024-17)

Council Member Connelly stated that in April 2016, he was made aware of this resolution when he had a question about the installation of electric parking pay stations. He was alarmed by the amount of the purchasing power, which is currently \$300,000 that the City Manager has without the City Council's approval.



Motion was made by Council Member Connelly and seconded by Mayor Pro-Tem Smith to adopt a resolution to amend the purchasing power for apparatus, supplies, materials, or equipment from \$300,000 to \$100,000 without the City Council approval.

Council Member Smiley stated that these are needless restrictions, which impede progress and the City Manager should continue to make purchases at that \$300,000 level.

Council Member Mercer asked whether staff has a recommendation or input in terms of what would yield the most efficiency in staff's work.

Assistant City Manager Merrill Flood stated that when staff comes back with a revised resolution, if that is the decision of the City Council, staff could provide background and survey information.

Motion was made by Council Member Mercer and seconded by Council Member Smiley to table this item for discussion until the City Council receives a report from staff, including historical review about why this change was made originally.

Mayor Pro-Tem Smith stated that the history will show that nothing has been brought before the City Council about the change. The current City Manager thought the amount was \$30,000 so if a purchase was over \$30,000, she would present the purchase to the City Council. This move down to \$100,000 from \$300,000 makes good fiscal sense because the City Council should be made aware of how the City's money is spent for those purchases made over \$100,000.

Council Member Connelly stated that the current City Manager has done a great job with bringing forth information before the City Council regarding City purchases. This is more or less a great opportunity for the City Council to set the precedence before hiring a new City Manager. The City Council Members are the stewards of the taxpayer's funds and the citizens do not appoint the City Manager, who is appointed by the City Council. It is in the City Council's best interest to limit the City Manager's purchasing power to \$100,000. This would safeguard that people are not spending ridiculous amounts of money without having it properly vetted by the seven elected officials.

Council Member Mercer stated that he would like to have all of the relevant information before making his vote on this item.

The motion to table this item for discussion failed with a 2:4 vote. Council Members Mercer and Smiley voted in favor of the motion and Mayor Pro-Tem Smith, Glover, Godley, and Connelly voted in opposition.

There being no further discussion, the motion passed with a 4:2 vote to adopt a resolution to amend the purchasing power for apparatus, supplies, materials or equipment from \$300,000 to \$100,000 without the City Council approval. Mayor Pro-Tem Smith and



Council Members Glover, Godley, and Connelly voted in favor of the motion and Council Members Smiley and Mercer voted in opposition.

CITY MANAGER'S REPORT

Assistant City Manager Merrill Flood reminded the City Council that a ribbon cutting for the new greenway is scheduled for Wednesday, March 22, 2017, at 4:00 p.m.

COMMENTS BY MAYOR AND CITY COUNCIL

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

ADJOURNMENT

There being no further business before the City Council, motion was made by Council Member Mercer and seconded by Council Member Smiley to adjourn the meeting. Motion carried unanimously, and Mayor Thomas declared the meeting adjourned at 11:45 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
MONDAY, APRIL 10, 2017



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. Mayor Thomas called the meeting to order. Council Member Rick Smiley asked those present to observe a moment of silence, followed by the Pledge of Allegiance.

Those Present:

Mayor Allen M. Thomas; Mayor Pro-Tem Kandie D. Smith; Council Member Rose H. Glover; Council Member McLean Godley; Council Member Rick Smiley; Council Member P. J. Connelly; and Council Member Calvin R. Mercer

Those Absent:

None

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 requested the continuation of the rezoning request by The Woda Group, Incorporated until May 8, 2017 and that a closed session related to a personnel matter be added to the agenda.

Motion was made by Council Member Mercer and seconded by Council Member Smiley to approve the agenda with the recommended changes. Motion carried unanimously.

Mayor Thomas announced that due to a medical reason, The Woda Group, Incorporated rezoning request was removed from tonight's agenda and discussion of that item will be heard on May 8, 2017.

PUBLIC COMMENT PERIOD

Jim Decker – 214 King George Road

Mr. Decker gave information about various recreational programs supported by the City, and he made comments in opposition of the City's proposal to solicit a management company for the Bradford Creek Public Golf Course (Bradford Creek). Bradford Creek advances the mission of the Recreation and Parks Department and helps to make



Greenville a great place to live, work and recreate. The move could threaten the outstanding programs, which are developed at the golf course. As a taxpayer and a member of the Bradford Creek Public Golf Course Advisory Committee, he feels it is worth every penny that the Greenville budget spends on it. A proposal to solicit a management company is unwarranted. In his opinion, 20% of Bradford Creek's direct operating expenses should be approved from the City of Greenville's General Fund while the remaining 80% should be accrued from the direct operating expenses generated by the golf course.

Frank Dembowski – 1214 S. Wright Road

Mr. Dembowski made comments about the Veterans' Memorial on the Town Common, stating that it is a humble memorial with a row of flags and a small statute is there. The Veteran's Memorial is important to him, as a veteran of the North Carolina National Guard, and other veterans in Greenville. While walking by the Veteran's Memorial during PirateFest, he observed that children were playing with the Battlefield Cross Statute. That Battlefield Cross represents a military funeral and veterans take that seriously and considers it somewhat as sacred ground. Also, there was a group of college students drinking on the grounds of the Town Common. He is in support of having alcohol on the Town Common, if the City could consider a way to mark off that small area that is sacred to veterans and to keep people off of that bit of ground. If there are plans to build on the Town Common where the Memorial is located, the City should replace it with something equal or better, and the Memorial should remain on First Street.

Mayor Thomas stated that there are no plans to move the Veterans' Memorial.

Damon Swift – 202 King George Road

Mr. Swift, a researcher and assistant professor at East Carolina University (ECU), announced that ECU is conducting a research study, which is funded by the National Institute of Health. The study is looking at the effect of exercise intensity on diabetes risk factors in African-Americans. They are planning to have 60 people exercising at public health recommendation. Everyone in the study gets six months of exercise training with people watching over the participants in a safe and supervised environment. The researchers need to show the participants that being in this study could benefit both science and themselves. Unfortunately, in the past there have been unfavorable things and ethical violations done in research. Often, it takes the support of the community to help get the word out about these studies. Mr. Swift distributed his business card and copies of a flyer and asked the Mayor and City Council to help them make people aware of this study.

Steven Hardy-Braz – North Greene Street

Mr. Hardy Braz read the following:

“COPY”



Good Evening, Mr. Mayor, City Councilmembers.

My name is Steven Hardy-Braz.

I appreciate the opportunity to address you this evening and would like to start off on a positive note.

I would like to thank the city for all of its efforts to improve the quality of every person's life here via both transportation and recreation. In particular, I'd like to mention the bike lane additions and improvements on Arlington Blvd between Memorial and Stantonsburg, the on going work on the Bike-Ped Master plan, the long delayed but finally completed addition to the Greenway out to Evans St., the support for sidewalks along Allen Road., the installation of many, long-needed pedestrian crosswalks, and even the involvement of GPD in the state's new bicycle laws. The revised passing rule mandating four feet to pass a cyclist in a no-passing zone is an improvement. I hope that the city continues making its streets complete with sidewalks and bike lanes on all of its roads. These features increase their safety and inclusiveness while providing for a better flow of all traffic for everyone. Adding sidewalks and bike lanes to all of our roads, can make the difference between our elderly and disabled being homebound and independent; our injured veterans being able to remain active and involved; and the greater than ten percent of our population who depend upon non-motorized vehicular means of getting to work, school, home, or shopping. You see, for some of us, cycling-instead of driving- is an option, a recreation, a lifestyle choice, a healthier choice, an economically freeing decision, a privilege, if you will. For others, it may be their only option.

As some of you may remember, a few years ago, this council awarded me this plaque for chairing the city's bike week planning. You recognized the efforts of a community committee that strived to promote safety and the growth of cycling as a viable transportation avenue in the Greenville area.

I still continue to advocate and ride. Last fall I even celebrated my 50th birthday by cycling 4,500 miles across our country from California to Florida and then up to North Carolina, carrying all of my needed camping, cooking, and cycling gear. In two months of cycling everyday, I had no mishaps in sharing the roadways with drivers.

As some of you may have read in the Daily Reflector, I was recently riding on Evans St and was the survivor of a hit and run. A local truck driver chose not to



share the road with my non-motorized vehicle and hit me repeatedly along its side. Instead of stopping to confirm if I was injured, the driver then chose to speed off. Another motorist stopped to offer assistance. A third motorist was able to get the license plate and description of the truck. It is my understanding that GPD is still investigating this hit and run.

I ride this section of our streets often. Years ago, I attended numerous meeting regarding the need for it widening and advocated for the inclusion of sidewalks and bike lanes in the proposed project. Part of my motivation was the fact that my children attended elementary school nearby and we would often ride bikes to school. It was also on behalf of the numerous residents who are out there everyday walking, jogging, or riding this road; as well as the commuters who add to the city's congestion.

As this NCDOT funded project moved along, it seemed that they would be following their complete streets policy and remain inclusive to all types of roadway users in its design. So my advocacy stayed focused elsewhere.

Then recently, I learned, you had a vote and your insistence on mandating NCDOT to do the impossible caused this 52.8 million dollar, four mile long project to grind to a halt. I understand that this project would take years to be completed; my children will most likely be graduated from college; and that it would not have altered the truck driver's poor choices in nearly ending my life. But you chose to order an impossible task of promising not to disturb...even with a promise to replace...a decorative brick wall over the health and safety of citizens.

After being hit and nearly killed in the same area, I wanted y'all to put a face with my name. Today I feel blessed to be able to have ridden here up Evans St safely in order to address you. Every time I ride by the South Hall wall now, I admire how pretty it looks. It now, however, says to me that this council values a pretty wall more than it does my life or the lives of others.

Please consider the health, safety, and well being of your fellow citizens carefully as road projects are discussed in the future.

"END COPY"

Gordon Fulp - 109 Asbury Road

Mr. Fulp made comments in opposition to the City's proposal to solicit a management company to operate the Bradford Creek Public Golf Course (Bradford Creek). He supports the Bradford Creek junior and senior programs and hopefully, the City will continue to offer them. He has been in the golf business for many years and has seen them quit buying equipment, dismiss their permanent employees and employ temporary employees and find



out a year or two later that they were not saving any money. Mike Cato does a wonderful job at the golf course, particularly with taking care of the children. For \$150, people can drop off their children during the summer to play in tournaments and to receive free lessons. Most of the country clubs charge \$400-\$500 monthly to enjoy the same privileges. The golf course is a good asset and it is a good decision now to try to improve it.

Shenavery Cherry – 504 Darden Drive

Ms. Cherry stated that she is the mother of five children with four children attending the Pitt County public schools. She is an advocate for her daughters and for the children who feel that they have no voice due to the lack of care, trust, and reaction that they have sought initially towards the school officials and have received little to no results from them. Also, she is speaking on the behalf of many concerned parents.

Ms. Cherry gave information about two incidents involving her daughters, stating that on March 20, 2017, her 9th grade daughter was assaulted at South Central High School by a 17 year old male athlete. He punched her daughter several times in the head and face and pulled out some of her hair. Her other daughter attends C. M. Eppes Middle School. She was attacked in class while a teacher was present, but the teacher did nothing to intervene in or to stop the dispute. A male hitting a female cannot be justified. The Pitt County public schools are in need of such strategic preliminary action set in place, providing such appropriate disciplinary action suitable for the offense made to her daughters.

Ms. Cherry stated that her daughter was hit on Monday and the boy was back in school the following day. The communication between parents and school officials is extremely important. No one contacted her about or gave her an explanation for the incident occurring at South Central High School, which is unacceptable, plus her daughter received a suspension letter. One of the athlete's parents offered to pay her money, if she would not speak about it. She will be attending the next Board of Education meeting to give a detailed description of these incidents.

Mayor Thomas explained that the City does not have direct connection with the school system, but the elected officials will do whatever possible to connect Ms. Cherry with her elected representative of the School Board.

John Joseph Laffiteau – Roadway Inn and Suites, Room 253

Mr. Laffiteau, a Pitt Community College student, made comments about a personnel matter arising at the Sheppard Memorial Library in 2014. The patrons at the Library had no complaints regarding his alleged behavior. There was no film evidence supporting the contentions of the Library personnel. Mr. Laffiteau suggested that both he and the Library staff should take polygraph tests because he has not violated the rules of the Library.

John Austin Best – 2612 Dunn Street

Mr. Best made comments about the purchase order request for 11 police Inceptors for the Greenville Police Department. Mr. Best also stated that he is interested in becoming involved in local government and he has completed a Talent Bank Form to serve on one of



the City’s boards/commissions. He asked what else is available for him to learn more about Greenville other than the City’s website and The Daily Reflector.

Herb McGrail – 121 Harell Street

City Clerk Carol Barwick stated that Mr. McGrail’s comments are related to a rezoning request, which is listed under the public hearings.

Tim Stox – 2414 Bells Fork Road

City Clerk Carol Barwick stated that Mr. Stox’s comments are related to a rezoning request, which is listed under the public hearings.

APPOINTMENTS TO BOARDS AND COMMISSIONS

Community Appearance Commission

Council Godley continued all appointments.

Environmental Advisory Commission

Council Member Godley made a motion to:

- Reappoint Ann Maxwell to a first three-year term that will expire April 2020
- Reappoint Emilie Kane to a second three-year term that will expire April 2020

Mayor Pro-Tem Smith seconded the motion and it carried unanimously.

Council Member Godley continued the appointments for all remaining seats.

Greenville Bicycle Pedestrian Commission

Council Member Mercer made a motion to appoint Alvin Gardener to a first three-year term that will expire in January 2020 in replacement of Jennifer Bennett, who had resigned.

Council Member Godley seconded the motion and it carried unanimously.

Human Relations Council

Council Member Glover continued all appointments.

Pitt-Greenville Convention & Visitors Authority

Council Member Glover continued all appointments.

Youth Council

Council Member Mercer continued all appointments.

CONSENT AGENDA

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



- Minutes from the March 31, 2016 City Council Budget Workshop and the February 6, 2017 City Council meeting
- *Removed For Separate Discussion* - Amendment to Money Purchase Plan and Trust Adoption Agreement
- Resolution and an Interlocal Agreement with Washington County for building inspection services – (Resolution No. 025-17; Contract No. 2202)
- *Removed For Separate Discussion* - Reclassification request for a support position in the Code Enforcement Division of the Community Development Department
- Acceptance of Connect NC Grant for an Accessible Water Sports Facility at River Park North
- Series Resolution for Greenville Utilities Commission’s wastewater and water capital improvement projects previously approved by the City and Greenville Utilities Commission – (Resolution No. 026-17)
- Agreement with Greenville Utilities Commission for the purchase and installation of pedestrian scale poles and streetlights along Bancroft Avenue
- *Removed For Separate Discussion* - Purchase order request for eleven 2017 Ford Utility Police Interceptors for the Police Department and one Knuckle Boom Truck for the Public Works Department - Sanitation Division
- *Removed For Separate Discussion* - Contract Award for the 2017 Street Resurfacing Project
- *Removed For Separate Discussion* - Contract Award for Parking Study
- Report on Bids and Contracts Awarded
- Various tax refunds greater than \$100
- Ordinance for Capital Projects in Munis (Ordinance No. 17-024)
- *Removed For Separate Discussion* - Budget ordinance amendment #7 to the 2016-2017 City of Greenville budget (Ordinance #16-036), Public Works Capital Projects Fund (Ordinance #17-024), Capital Reserve Fund (Ordinance #16-036), Special Revenue Grants Fund (Ordinance #11-003), Recreation & Parks Capital Projects Fund (Ordinance #17-024), and Community Development Capital Projects Fund (Ordinance #17-024)



Council Member Connelly requested to remove three items under the Consent Agenda for separate discussion, including the amendment to the Money Purchase Plan and Trust Adoption, contract award for parking study, and budget ordinance amendment #7 to the 2016-2017 City of Greenville budget.

Mayor Thomas requested to remove the contract award for the 2017 street resurfacing project for separate discussion.

Mayor Pro-Tem Smith requested to remove two items from the Consent Agenda for separate discussion, including the reclassification request for a support position in the Code Enforcement Division of the Community Development Department and the purchase order for 11 2017 Ford utility police interceptors for the Police Department and Knuckle Boom truck for the Public Works Department.

Motion was made by Mayor Pro-Tem Smith and seconded by Council Member Mercer to approve the remaining items under the Consent Agenda. Motion carried unanimously.

CONSENT AGENDA ITEMS FOR SEPARATE DISCUSSION

AGREEMENT TO THE MONEY PURCHASE PLAN AND TRUST ADOPTION AGREEMENT

Council Member Connelly asked whether there is a required 3% for this Participant contribution.

City Attorney David Holec responded that was for the original plan. This amendment removes the requirement for the 3% contribution. There was a time when the contribution ceased so the City is no longer in compliance with the Plan. It really is the City's responsibility to ensure that the Plan is complied with and the City is trying to correct that.

Council Member Connelly asked why the 3% contribution ceased in 2013.

City Attorney Holec responded that it was simply an oversight. The person decided to no longer make a contribution because there is no real tax advantage for the contribution.

Council Member Connelly stated that at the time, the 3% contribution was mandatory and it was a violation of the policy.

City Attorney Holec stated that is correct. It was a violation of the policy and that is what staff is trying to amend so that the City is in compliance with the Internal Revenue Service requirements.

Motion was made by Council Member Smiley and seconded by Council Member Mercer to amend the Money Purchase Plan and Trust Adoption Agreement in order to proceed with



the method of correction accepted by the Internal Revenue Service. The motion passed with a 5:1 vote. Mayor Pro-Tem Smith and Council Members Glover, Godley, Smiley, and Mercer voted in favor of the motion and Council Member Connelly voted in opposition.

RECLASSIFICATION REQUEST FOR A SUPPORT POSITION IN THE CODE ENFORCEMENT DIVISION OF THE COMMUNITY DEVELOPMENT DEPARTMENT – (Ordinance No. 17-019)

Mayor Pro-Tem Smith stated that the City Council is looking at reclassifying a position from Pay Grade 105 to Pay Grade 107. Mayor Pro-Tem Smith asked whether there are two positions vacant in the Code Enforcement Division.

Assistant City Manager Merrill Flood responded that once the proposed Staff Support Specialist II position is filled, there will be one vacant position in the Code Enforcement Division.

Mayor Pro-Tem Smith asked how long has that position been unfilled.

Assistant City Manager Flood responded that the Staff Support Specialist I position has been vacant almost a year.

Mayor Pro-Tem Smith asked how long has the other position been unfilled.

Assistant City Manager Flood responded that the Lead Code Enforcement Officer position has gone through one recruitment cycle and staff will be resuming the recruiting cycle internally within the month of May.

Mayor Pro-Tem Smith asked whether there are more staff applying for the position.

Assistant City Manager Flood responded that it is an internal position. The person would have full knowledge of the activities, duties, and roles of the Code Enforcement Division. The reason for recruiting again internally is there were several items identified during the first recruitment where staff felt that the candidates lacked the necessary skills and abilities for the position. The Community Development Department will make sure that those individuals are ready to be competitive for the position. If this second recruitment is unsuccessful, there will be another alternative to recruit the position.

Mayor Pro-Tem Smith stated that the candidates are being trained in a different area so that they are in a better position, when they are re-interviewed.

Assistant City Manager Flood stated that the Lead Code Enforcement Officer position was created to give employees of the Code Enforcement Division a career ladder and to move in additional roles within the Department.

Council Member Smiley stated if the City is not successful with getting internal candidates, at some point the vacant position is posted externally.



Assistant City Manager Flood responded that is correct.

Council Member Glover stated that if the Department Head and the Code Enforcement Supervisor feel that these people are not ready for the Lead Code Enforcement Officer position, then the position should be advertised externally. There is so much work to be done in the community. When other departments cannot find someone within the departments to fill a position, then the position is advertised externally. It is counterproductive to recruit this position internally only because it puts a strain on the Code Enforcement Division. If the individuals are not ready and must get additional training, the citizens will have to wait to have the problems corrected in their neighborhoods.

Council Member Glover recommended that staff should advertise the position externally and get the position filled. Council Member Glover stated that really there is another Code Enforcement Officer position vacant in that Division.

Motion was made by Council Member Smiley and seconded by Mayor Pro-Tem Smith to approve the reclassification request. Motion carried unanimously.

PURCHASE ORDER REQUEST FOR ELEVEN 2017 FORD UTILITY POLICE INTERCEPTORS FOR THE POLICE DEPARTMENT

Mayor Pro-Tem Smith stated that vehicles are being replaced because of accidents. Mayor Pro-Tem Smith asked whether the money from insurance claim settlements is put back into the budget to offset the costs of these vehicles.

Fleet Superintendent Angel Maldonado responded that the City files a claim against the driver, who is responsible for the accident. If the accident is internal, the vehicle is replaced using the City's Vehicle Replacement Fund.

Mayor Pro-Tem Smith asked whenever an insurance company settles the claim for the driver, who is responsible for an accident, are those funds used to purchase a new vehicle.

Fleet Superintendent Maldonado responded that staff would ask for a budget amendment to replace the vehicle. When the money is collected from the driver's insurance company, the money is placed in the Vehicle Replacement Fund.

Public Works Director Kevin Mulligan stated that all claim settlements are not handled in a timely fashion so the City is typically replacing the vehicle before the claim is settled.

Mayor Pro-Tem Smith asked whether staff could monitor the amount of money placed in the Vehicle Replacement Fund for insurance claim settlements so that at the end of the year when reviewing the budget, staff can see what the dollar amount really is.



Director Mulligan responded that if all the claims have been settled, staff could provide that information to the City Council.

Council Member Connelly asked what is the process and who determines who is at fault during an accident involving police officers.

Chief of Police Mark Holtzman responded that if they are serious in nature, the Highway Patrol will investigate those to be independent. The Greenville Police Department handles minor and no fault accidents.

Motion was made by Mayor Pro-Tem Smith and seconded by Council Member Smiley to approve the purchase order request. Motion carried unanimously.

CONTRACT AWARD FOR THE 2017 STREET RESURFACING PROJECT

Mayor Thomas stated it is important that citizens are made aware of the volume of work and the millions of dollars involved with the 2017 Street Resurfacing Project. Also, they should know where these projects will be during the summer. The City is partnering with the North Carolina Department of Transportation, which controls 200 lane miles of road within the City and the City has no jurisdiction over those roads.

Public Works Director Kevin Mulligan stated that since 2013, the City has put a significant emphasis on its road infrastructure. At the end of this contract, the City will have done about 90 lane miles of its 680 lane miles of roads. That cost is approximately \$12.5 million. Additionally, quite a bit of work has been done internally by the City's Street Maintenance Division.

Director Mulligan displayed maps of where resurfacing and micro-surfacing were done in 2013, 2014, and 2015, and stated that the section on Arlington Boulevard between Red Banks and Firetower Roads will be underway either later this week or at the beginning of next week. The schedule for the resurfacing in that section of Arlington Boulevard is over the next 2-3 months. The milling, base repair and resurfacing will be done on weeknights between 7:00 p.m. and 7:00 a.m.

Director Mulligan stated that in 2017, the City will be starting with sidewalk, ADA, and traffic technology improvements. These projects are being funded by both bond and road reception proceeds. That includes 1st Street, Elm Street, Hooker Road, another section of Arlington Boulevard between Hooker Road and Memorial Drive, Country Club Drive, Peed Drive, Oxford Road, King George Road and York Road. The work is almost done on Oxford Road and the King George Bridge.

Director Mulligan stated that this project includes a total of 28.16 lane miles to be resurfaced. In addition to milling and resurfacing of each street, there is an estimated quantity of base repair, ADA ramp upgrades, upgraded signal detection equipment, and pavement markings. The first two will be done between 7:00 p.m. and 7:00 a.m.



Director Mulligan stated that the contract before the City Council is \$3.944 million. The recommendation is for the City Council to award a construction contract for the 2017 Street Resurfacing Project contract to Rose Brothers Paving Company, Inc.

Mayor Thomas asked about the streets that the City must structurally rebuild such as the section in the area of the J. H. Rose High School.

Director Mulligan responded that when the bond was passed at the end of 2015, staff identified that all of Arlington Boulevard is being redone. One thing the City was also waiting on was the Watershed Plan. There are some significant stormwater improvements that go across the street of J. H. Rose High School as well as in front of the mall between Greenville Boulevard and Red Banks Road. The section from Hooker Road to Greenville Boulevard will be rebuilt. The technique to be used is digging a lane at a time three feet down or some other methodologies that were used with success at Cedarhurst Road. That is out for design and the contract award may come before the City Council in the near future, and it is funded as part of this bond project.

Council Member Smiley asked when is the work expected for the contract that is before the City Council this evening.

Director Mulligan responded that the project should start during the summer months. Staff will work with the neighborhoods and businesses to address any immediate needs that they might have.

Motion was made by Council Member Connelly and seconded by Council Member Mercer to award a construction contract for the 2017 Street Resurfacing Project to Rose Brothers Paving Company, Inc. in the amount of \$3,944,684. Motion carried unanimously.

CONTRACT AWARD FOR PARKING STUDY

Economic Development Director Roger Johnson stated that at its December 5, 2016 meeting, the City Council approved a number of items recommended by the Parking Task Force. One of those items was to hire a professional parking consultant to advise the City on high impact, high cost items, including a parking structure, parking demand and reduction and other such things. Other items discussed were standardization of signage and hours in the uptown area.

Economic Development Director Johnson stated that since the Parking Task Force's December meeting, they launched their project in January 2017. They have completed the uptown signage inventory. At its December 5, 2016 meeting, the City Council asked staff to come back if there is any significant funding associated with that. For this particular item, funding is required. The Office of Economic Development (OED) will be coming back to the City Council at a future meeting asking to expend funds from a downtown revitalization fund for 500 new bronze aesthetic poles.



Director Johnson made comments about several of the recommendations made by the Parking Task Force. A single point of contact for customers has happened and the website will be updated either this week or next week. The OED recommended to gate the parking deck. Staff will wait until the consultant's recommendations come through and the OED will bring those forth in the 2018 budget. The Public Works Department agreed to stripe and restripe all on-street parking spaces as streets are updated or resurfaced.

Director Johnson stated that the Parking Task Force recommended that towing companies be required to accept electronic payments or ATM, which actually requires a new ordinance. Staff plans to bring that back to the City Council in May. They recommended a standardized lease between the parking deck as well as the parking lot for \$50 a month now and as of July 1 that will be \$52 monthly. The Parking Task Force recommended that there be an event flat fee. Uptown Greenville would like to test that at the Umbrella Market, and staff will be coming back to the City Council for a flat fee arrangement and the cost for that particular event.

Director Johnson stated that staff recommends that the City Council award the contract for the parking study to Walker Engineering, Inc. Also, the OED recommends that there be a Request For Qualifications (RFQ) for a private parking contractor and a video will be created to inform the public about what is going on with parking.

Council Member Connelly asked what is the necessity for the City to hire an outside firm to do a parking study because a lot of the ideas from the Parking Task Force are great.

Director Johnson responded that the City needs a specialist to get people into and out of uptown without there being any obstruction. Staff members are not parking experts. The consultant would be hired to help to advise the City, particularly when millions of dollars are associated with a parking structure and its location and long-term economic impact. Staff strongly believes this is the right direction to get guidance.

Council Member Connelly stated Walker Engineering, Inc. is the same firm that was selected and used in 2010. Council Member Connelly asked what considerations were given for the recommendations in 2010.

Director Johnson responded that the scope of the work has changed to include the Imperial site in particular.

Assistant City Manager Merrill Flood stated that in 2010 when Walker Engineering, Inc. came onboard, the City was getting close to a point of needing a deck, where would it would be located and how would the City price the parking in and around the City. Walker Engineering, Inc. was selected based on their experience with not only working with larger communities, but also for university/city relationships. They had a pretty good list of communities that they had serviced.



Council Member Connelly stated that he had discussions with multiple people who feel that the parking situation is terrible downtown. Council Member Connelly asked why would the City go back with the same firm that gave the City the advice back in 2010, if “we are in a terrible parking position right now”.

Director Johnson stated having the demand to come up town and an excess of supply is bad. Staff has had an influx of capital into the uptown area. Nearly \$.5 million has come into the uptown currently, and it is clear now that people are moving to the uptown area whereas in 2010, people were not gravitating in that direction. The ecosystem has changed.

Council Member Connelly asked if the City is scheduled to build another deck on the Imperial site with the potential of partnering for that lot.

Director Johnson stated that staff does not know exactly what the City Council will choose in terms of the future of the Imperial site, but staff does know that in the scope of work for Walker Consulting, Inc. they will advise the City on the type of parking demand needed, including the Imperial site. The design firm that was hired for the Imperial site is considering all parking options.

Council Member Connelly asked whether the City Council in the last budget allocated funds to be able to build a parking lot for staff and the uptown development that is taking place in the parking lot.

Director Johnson stated that Sidewalk Development requires 220 spaces to date as well as considerations for a lot and an additional 100 spaces.

Assistant City Manager Michael Cowin stated that the City currently has \$1,960,000 in the Capital Reserve Fund for those parking lots.

Council Member Connelly asked whether the City allocated money to harden the lots for future expansion.

Assistant City Manager Cowin stated that allotment might be more than \$1,960,000. Staff will verify that information.

Public Works Director Kevin Mulligan stated that money was set aside for that parking lot. Now that the contract with Sidewalk Development has been finalized; staff is moving forward with the design and construction. To answer the question about should the City use money for a surface lot, a surface lot would need a stormwater component. As far as the hardening of the parking lot, he is not sure in today's bidding market that the available funds would be enough for that type of treatment. Staff wanted to get some of the results from the DFI study before making any other moves on those properties.



Council Member Connelly asked if there is an estimate for how long would it take to be able to get that lot prepared. Council Member Connelly stated that the City has an obligation with the developer to have those parking spaces by August 2018. Council Member Connelly asked will the City have the decision made if the lot needs to be hardened or if future expansion could be done to create a deck out of that lot.

Director Mulligan responded yes. His expectation is the current funding allotment would allow for a surface parking lot there. Staff will evaluate and look at what would be necessary for funding, design, and construction to harden that.

Council Member Connelly stated that with the current situation with the current plan, the action moving forward is to build the surface lot and then to make a decision about whether to go vertical.

Director Mulligan stated that the current decision is to move forward with the surface lot and stormwater and if that is the location from DFI and this parking study, to see if a parking deck makes the most sense there.

Council Member Connelly stated that his concern is if the City is building a surface lot, the City is taking up a tremendous amount of real estate. Going vertical with the lot seems to be the most effective method moving forward.

Director Johnson stated that the OED agrees with that assessment. In fact, Assistant City Manager Cowin put the OED through a Capital Improvement Project plan where the funds are combined for the sole purposes of accomplishing what was just described on the Imperial site.

Council Member Connelly asked whether the Parking Task Force has taken the initiative after business hours to investigate how many parking spaces are actually being used in the current parking deck.

Director Johnson stated that some members of the City management team have done so personally. He has not actually walked those decks to determine how many parking spaces are being used in the deck. Before making its recommendations, the Parking Task Force walked all of uptown and reviewed all the situations, but at that time, the City staff was not parking in the deck so there was ample parking available.

Council Member Connelly asked whether the OED feels that by spending \$60,000 on a parking study that this will be a better produced and objective path moving forward to the City's problems in the uptown area.

Director Johnson responded yes, but with one caveat. It would take 18-24 months to build a deck. The City would still have an intermediary issue of supply and demand before any kind of long-term parking strategy can be taken care of. In concert with the City Manager's Office, staff has been working with the Greenville Police Department and other people to



try to free up some spaces. Also, the OED has a meeting with East Carolina University to see if the City can partner with them to help to resolve some issues in the uptown area.

Council Member Connelly stated that in the notes it states that it is necessary for the City to review due to a significant investment. Council Member Connelly asked is another parking deck being considered somewhere else beyond the ones already planned by the City.

Director Johnson stated it depends on the feedback from the parking study, particularly the supply and demand analysis. The OED is wholeheartedly planning on Walker Consulting, Inc. to provide the City that advice before investing \$4-\$24 million. It is important that the City consult with a professional to make sure a good decision is made.

Assistant City Manager Flood stated that the last study called for two parking decks and the City built the first one. What has changed with the second one is the dynamic downtown. The City has many more people than what was projected during the first parking study. The second deck was recommended along 4th Street however, things have changed in that corridor. So that is part of the reason that the City Council would want to update the parking study to see if those assumptions still were valid and where is really the next best location for a deck.

Council Member Connelly stated that is astonishing because if the firm's recommendation was for two parking decks in 2010, the City would be using the exact same firm, if the contract award is approved. Up until the City employees' parking was moved, nobody parked in the parking deck and, in his opinion, the parking deck was completely underutilized. Several years later, the City is finally using that deck.

Mayor Pro-Tem Smith asked whether this bid was based on the lowest bidder.

Director Johnson responded that the OED sent out a RFQ asking for the most qualified firm and negotiated based on the scoring system that was explained in the agenda package. The bids ranged from \$84,000 to \$104,000 during conversations. The OED had to reduce the scope to get it down within the budget. They negotiated with the highest scoring firm, which is Walker Consulting, based on the committee's recommendation, and negotiated the firm down to \$59,000. The scope of work was changed and some specific areas were eliminated to minimize the cost and to get it in the confines of the budget.

Mayor Pro-Tem Smith asked whether a study was done to find out where the City employees could park their vehicles, when the City knew it was going to sell the property to Sidewalk Development.

Director Mulligan responded an internal study was done when the City sold the lot, including how many police, fire and other people, how many people parked their vehicles in the Greene Street lot and where could they park during the construction of the parking lots.



Mayor Thomas stated that another key aspect is a forensic look needs to be done at all the City's existing side parking spaces in the uptown area regardless if it is done by the City or a consulting firm. Other things to consider are Greene Street and Pitt Street are bigger than Greenville Boulevard and the dynamics of this City has already changed. Greenville does not have the largest tobacco warehouse markets across the river anymore. The City should look at the possibility of getting some yield off those widths of roads to create additional parking that can be taken advantage of by the City, public or a mix thereof. That will maybe alleviate and get some people out of the parking deck.

Mayor Pro-Tem Smith asked whether the study will determine the use of arms at the parking deck.

Director Johnson stated that Walkers Consulting, Inc. was asked to include the parking deck operations as part of the scope. The Parking Task Force recommended arms, but the City should rely on an expert to determine the best way to efficiently operate that parking deck.

Council Member Godley asked regarding the scoring system as to how to award this contract to a particular group, how much significantly above the curb were they compared to some other competitors.

Director Johnson responded that there were six qualified bidders. The Parking Task Force went through an initial scoring process based on their response to the RFQ, which narrowed it down to three. Those three companies were so close together, that the Parking Task Force could not decide based on the RFQ so each firm was interviewed. Candidly, they all were solid candidates for the job. Walkers Consulting, Inc. is considered as the biggest consulting firm in America and scored the highest.

Motion was made by Council Member Smiley and seconded by Council Member Mercer to award the contract for the parking study to Walker Engineering, Inc., for a lump-sum amount of \$59,930. The motion passed with a 5:1 vote. Mayor Pro-Tem Smith and Council Members Glover, Godley, Smiley, and Mercer voted in favor of the motion and Council Member Connelly voted in opposition.

BUDGET ORDINANCE AMENDMENT #7 TO THE 2016-2017 CITY OF GREENVILLE BUDGET (ORDINANCE #16-036), PUBLIC WORKS CAPITAL PROJECTS FUND (ORDINANCE #17-024), CAPITAL RESERVE FUND (ORDINANCE #16-036), SPECIAL REVENUE GRANTS FUND (ORDINANCE #11-003), RECREATION & PARKS CAPITAL PROJECTS FUND (ORDINANCE #17-024), AND COMMUNITY DEVELOPMENT CAPITAL PROJECTS FUND (ORDINANCE #17-024) – (Ordinance No. 17-025)

Council Member Connelly asked staff for an explanation for the following:

Item	Justification	Funds Amended	Net Adjustment
A	Move expenses associated with Parking from the Community Development	General Fund	\$67,820



budget, where expenses were charged in the past, to the CMO/Economic Development budget where funds should be to cover expenses associated with parking.

H	Establish Imperial Site Project Fund Projects within the Community Development Capital Projects fund and recognize the funds budgeted for the project.	-CD Capital	\$1,040,000
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Assistant City Manager Cowin explained that “A” is a reclassification from one budget to the next. It is being removed from the Community Development budget to the City Manager’s Office budget because that division was reclassified this year in the budget, moving some funds that were not moved in the budget at the time.

Council Member Connelly asked is it for parking.

City Manager Lipscomb stated that the Economic Development Division was moved from under the Community Development Department to the City Manager’s Office. But, some of the Parking Division funds were left in the Community Development Department budget. So, those funds are being moved into the City Manager’s Office budget.

Council Member Connelly asked what City department handles the Parking Division.

City Manager Lipscomb responded that there is no Parking Division, but the OED is handling the parking.

Council Member Connelly asked what is the reason for transferring the funds and do the funds cover the debt.

Assistant City Manager Cowin responded that the funds are specifically for the contract for the pay stations in the parking deck. The funds cover the expense in the appropriate budget line item.

Council Member Connelly stated that the City Manager’s Office/Office of Economic Development is not the right location for handling parking.

City Manager Lipscomb stated that the City has parking maintenance under the Public Works Department, parking planning is under the Economic Development Office, and parking enforcement is in the Police Department, which will be addressed in the future.

Assistant City Manager Cowin stated that the plans are to completely segregate every function of parking into its own separate fund basically so that staff can have a better



understanding of all the expenses and revenues associated with parking. To understand what the true costs to the City are for parking. That may come out of the parking study, but that is something staff is moving forward with to build into next year's budget.

Council Member Connelly asked whether staff is creating a fund for the Imperial site.

Assistant City Manager Cowin responded that is correct. Staff created the fund balance in the General Fund to actually purchase that site. It was set up as a capital item in the General Fund, but staff set it up to make capital purchases out of capital project funds. So, staff is setting up the capital project funds so they can transfer the money from the General Fund over to the Capital Projects Fund and then actually make the purchase.

Council Member Connelly stated that hopefully, staff will have funds transferred back.

Assistant City Manager Cowin responded that time will tell on that. It is an offset of the fund balance appropriation that the City has within the current year budget within the General Fund. No additional dollars within the General Fund will be unappropriated as part of that entry.

Motion was made by Council Member Connelly and seconded by Mayor Pro-Tem Smith to approve budget ordinance amendment #7 to the 2016-2017 City of Greenville budget (Ordinance #16-036), Public Works Capital Projects Fund (Ordinance #17-024), Capital Reserve Fund (Ordinance #16-036), Special Revenue Grants Fund (Ordinance #11-003), Recreation & Parks Capital Projects Fund (Ordinance #17-024), and Community Development Capital Projects Fund (Ordinance #17-024). Motion carried unanimously.

NEW BUSINESS

PUBLIC HEARINGS

ORDINANCE TO ANNEX THE CHARLES MACK LONG PROPERTY INVOLVING 0.552 ACRES LOCATED ALONG THE WESTERN RIGHT-OF-WAY OF COUNTY HOME ROAD AND ADJACENT TO WINDSOR SUBDIVISION – (Ordinance No. 17-026)

Senior Planner Chantae Gooby delineated the property on a map and stated that this annexation is located in the southeast quadrant of the City along County Home Road. This property will be located in Voting District #5. There is actually a single-family home already on this property, but they needed sewer and in order to achieve that they had to be annexed into the City.

Mayor Thomas declared the public hearing open and solicited comments from the audience.



Conrad Paysour – No Address Given

Mr. Paysour, the attorney for the applicant, stated that they are undertaking this annexation to have access to the Greenville Utilities Commission's septic disposal.

There being no further comments, the public hearing was closed.

Motion was made by Council Member Connelly and seconded by Council Member Glover to approve the annexation request. Motion carried unanimously.

ORDINANCE TO ANNEX OCHOA PROPERTIES OF NC, LLC PROPERTY INVOLVING 0.59 ACRES LOCATED ALONG THE EASTERN RIGHT-OF-WAY OF COREY ROAD AND ADJACENT TO WINDSOR SUBDIVISION – (Ordinance No. 17-027)

Senior Planner Chantae Gooby delineated the property on a map and stated that this annexation is located in the southeast quadrant of the City, along Corey Road. The property is currently vacant and is anticipated for one single-family home with an estimated tax value of \$205,000. This property will be located in Voting District #5.

Mayor Thomas declared the public hearing open and solicited comments from the audience. There being none, the public hearing was closed.

Motion was made by Council Member Connelly and seconded by Council Member Godley to approve the annexation request. Motion carried unanimously.

ORDINANCE REQUESTED BY WARD HOLDINGS, LLC TO REZONE 0.49+/- ACRES LOCATED AT THE NORTHEASTERN CORNER OF THE INTERSECTION OF EAST 5TH STREET AND SOUTH HOLLY STREET FROM R6S (RESIDENTIAL-SINGLE-FAMILY [MEDIUM DENSITY]) TO OR (OFFICE-RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]) – (Ordinance No. 17-028)

Senior Planner Chantae Gooby delineated the property on the map and stated that this rezoning request is centrally located in the City. It is located along 5th Street at the corner of Holly Street and directly across the street from the East Carolina University (ECU) main campus. This rezoning is actually made up two separate lots. It is owned by the Wesley Foundation. The Wesley Foundation Student Center is on one lot and a multi-family home is on the second lot. This area mainly contains residential and institutional uses. It is located in the local College View Historic District. In 2005, this neighborhood was rezoned to single-family as part of the task force on preservation of neighborhoods and housing objectives. This request is for office-residential [high density multi-family]). The Future Land Use and Character Map recommends university institutional along the frontage of East 5th Street. This character is described as consisting of ECU main campus and the surrounding facilities that are on the edge of the campus. The office-residential [high density multi-family]) is associated with this character because this is the zoning district that ECU must have.



Senior Planner Gooby stated that in staff's opinion, this request is in compliance with the Comprehensive Plan and the Future Land Use and Character Map. The proposed ordinance contains the required consistency statement.

Mayor Thomas declared the public hearing open and solicited comments from the audience.

Jim Ward – No Address Given

Mr. Ward, the applicant, made comments in support of the rezoning request, stating that he had contracted to purchase this property. The current owner of the Wesley Foundation is discontinuing their operation at this location and consolidating into a larger location. There are fraternity houses adjoining this property to the east and apartments are to the west. Based on today's OPIS, there is only one owner occupant within this entire block. The property is somewhat unique. Since 1960, the property is grandfathered for multi-family residential use and is not under the City's prevailing three-unrelated rule.

Mr. Ward stated that the rezoning takes the property from a nonconforming use to a conforming use and brings it in line with the allowance of institutional uses. Also, the rezoning is really the basis on which this designation was given during the new Comprehensive Land Plan. The rezoning request brings the property into compliance with the existing zoning for the area. It is a historic property located in the College View Historic District and part of the Tar River University Neighborhood Association (TRUNA) neighborhood. The rezoning request was approved unanimously by the Planning and Zoning Commission.

Council Member Mercer asked as indicated in the minutes of the Planning and Zoning Commission meeting, are there plans for having a campus ministry in the building.

Mr. Ward responded that he has actually pursued two campus ministries. Both of them were extremely excited about the facility, but the sanctuary area was too small for these ministries. It will accommodate about 100 people and the two who were looking at this are currently serving somewhere between 125 and 150 students on Sunday mornings. His first goal would be to perpetuate what is happening in the area with these young men and women being at a critical stage in their lives. He would love to have that facility to continue as it has in the past. He is not committed to that, but he is certainly moving in that direction right now.

Hap Maxwell –No Address Given

As the President of TRUNA, Mr. Maxwell made comments in opposition to the rezoning request, stating that the TRUNA Board met recently and they voted unanimously to oppose this rezoning request. One of their major concerns is that currently R6S does not allow fraternity and sorority houses to be placed on a property that is zoned R6S. A change to OR would allow that. It was indicated at the last meeting of the Planning and Zoning Commission that one of the goals was to maintain the house as is. If that is the case, then



the City Council should not change the zoning. The fact that it is grandfathered will allow the applicant to maintain the property as is, if that is the goal.

Mr. Maxwell stated that currently, the neighborhood is under a great deal of stress with almost 90% of the homes within the neighborhood now rentals. There is only one owner occupied home in this whole block. TRUNA feels that changing the zoning to R6S opens the door for a lot of additional high density uses for this property, including boarding houses, fraternities, and duplexes. Mr. Maxwell asked the City Council to deny this request.

There being no further comments, the public hearing was closed.

Motion was made by Council Member Connelly and seconded by Council Member Glover to approve the rezoning request. Motion carried unanimously.

ORDINANCE REQUESTED BY THE WODA GROUP, INCORPORATED TO REZONE 5.50 ACRES LOCATED ALONG THE SOUTHERN RIGHT-OF-WAY OF BELLS FORK ROAD AT ITS INTERSECTION WITH SOUTHRIDGE DRIVE FROM RA20 (RESIDENTIAL-AGRICULTURAL) TO R6 (RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]) - (Continued To May 11, 2017)

ORDINANCE REQUESTED BY HAPPY TRAIL FARMS, LLC AND JACK JONES ALLEN TO AMEND THE FUTURE LAND USE AND CHARACTER MAP FOR 22.655 ACRES FROM THE RESIDENTIAL, LOW-MEDIUM DENSITY (LMDR) LAND USE CHARACTER TO THE OFFICE/INSTITUTIONAL (OI) LAND USE CHARACTER FOR PROPERTY LOCATED AT THE SOUTHWESTERN CORNER OF THE INTERSECTION OF REGENCY BOULEVARD AND THE CSX RAILROAD - (Ordinance No. 17-029)

Senior Planner Chantae Gooby stated that this is a request to amend the Future Land Use and Character Map, which was adopted in September 2016. Senior Planner delineated the property on the map and stated that this particular piece of property is located in the southern section of the City. This property is currently vacant. This request could generate a net increase of 893 trips per day.

Senior Planner Gooby stated that the property is currently zoned multi-family, which is the R6A and then single-family. The request is for office institutional. The intent of this character is to serve as a transition between intense commercial and neighborhood or is a buffer to major thoroughfares. The office institutional is buffering along Westhaven and along the commercial where Walmart is located. However, in this situation, the south side of Regency Boulevard is not different from the north side of Regency Boulevard. It is all residential abutting Regency Boulevard.

Senior Planner Gooby stated that starting in 2015, the Comprehensive Plan Committee had nine meetings, two open houses and a two-day workshop. Those two meetings and the workshop focused on the Future Land Use and Character Map, which was to gather ideas, input, and comments from all interested parties. These meetings were advertised on the



City Page and open to the public to attend. There was also a public hearing at the time of adoption for the Planning and Zoning Commission and the City Council meetings.

Senior Planner Gooby stated the following principles were chosen by the Comprehensive Plan Committee to guide future growth and development:

- Infill and Redevelopment Are Priorities
- Quality Design
- Greater Intensity of Development in Some Locations
- Create Well Connected Places
- A Vibrant Uptown
- Create Neighborhoods
- Maintain Established Neighborhoods
- Protect Nature Features and Amenities
- Sustainable Development Practices

Senior Planner Gooby stated that in staff's opinion, the current plan fulfills the principles that guided the Comprehensive Plan Committee. There have been no expected changes in the development pattern along Regency Boulevard that would warrant any kind of amendment. There were multiple opportunities for input from all interested parties. To her knowledge, there were no comments received for this particular area relative to land use. Staff recommends denial of this request.

Mayor Thomas declared the public hearing open and solicited comments from the audience.

Mike Baldwin, representative for Happy Trail Farms, LLC (Happy Trail Farms) and Jack Allen, made comments in support of the rezoning request. The City Council received a letter of support from the Shamrock Home Association. The north of Regency Boulevard is developed with houses and currently is under development for some more houses. On the south side of the road, there is Walmart, property already zoned office which abuts almost to this property, the retention pond property equally shared with the City of Greenville, apartment land and the remainder of this tract going down to the railroad track and then meeting up with Shamrock Office Park.

Mr. Baldwin stated that the applicant's hands were tied 1½ years ago and when the City was asking for input from the public for the Comprehensive Plan. Happy Trail Farms wanted to come before the City Council as two entities together in one request comprising of the entire remaining frontage on Regency Boulevard. Happy Trail Farms was under contract with a local developer at two different occasions for approximately the same area. The contract fell through at one time and then the contract came in place again.

Mr. Baldwin stated that last month, the City Council annexed 19.85 acres of the medium density R6A area for a market rate of multi-family complex and the final plats have been



recorded. The big question is whether to have rooftops of houses and barns or professional offices for the south side of Regency Boulevard from Walmart to Evans Street.

Mr. Baldwin stated that the traffic is normally from 8:00 a.m. or 9:00 a.m. to 5:00 p.m., Monday thru Friday and not during the weekends. Right now, there is a small increase in the traffic, but Regency Boulevard is only at 25% of its ADT (Average Daily Traffic).

Mr. Baldwin made comments about the berm, safety and an appropriate streetscape for the area, and stated that the houses will not be fronting on Regency Boulevard. It is a nice street that was put in place with a joint effort between a developer and the City.

Council Member Connelly asked if the applicant approached the residents of the surrounding neighborhoods especially the Shamrock neighborhood.

Mr. Baldwin responded yes. He spoke with Mary Snow Hill and she is ecstatic about this rezoning request. Offices are great neighbors.

There being no further comments, the public hearing was closed.

Motion was made by Council Member Connelly and seconded by Council Member Godley to approve the request to amend the Future Land Use and Character Map.

Council Member Smiley stated that he will be voting in opposition to this rezoning request. The City completed a long process and many people weighed in on the Comprehensive Plan, having discussions about what they would like to see in their neighborhoods. The City does not do what is personally in the best interest of an applicant. The City does what is in the best interest of the community.

Council Member Connelly stated that he enjoys walking from his home to his office that is similar to this zoning on Evans Street and it is a great buffer. He asked neighbors whether they like offices behind them and they feel that it is quiet after 5:00 p.m. and the use of offices is a great buffer.

Council Member Mercer stated that one of the members of the Planning and Zoning Commission expressed a concern about setting a precedence for making changes to the Future Land Use and Character Map shortly after the City Council approved it. He understands the argument for this change and he wished there had been discussion a year ago during the proper setting for it.

Mayor Thomas asked about the Planning and Zoning Commission vote for this request.

Senior Planner Gooby responded the vote was 7:1.

Mayor Pro-Tem Smith stated that when looking at an overall plan for an entire City, there are bound to be situations that are not considered because not everyone is available to



come to the table and not everything is thought of at the moment. As the City begins to develop and grow, the City Council does have an opportunity to begin to see if some of the projects requested changes will fit within the City's Future Land Use and Character Map. A Council Member communicated with the people who live in that area and they are in support of this change.

Mayor Pro-Tem Smith stated the rezoning does not have anything negative and this is something she would support. It is very challenging to adopt and have a plan without ever making any changes. If that is the case, the City Council would have never changed the Town Common plan and other past and future plans.

Mayor Thomas stated that staff and the City Council spent a lot of time and effort working on the Horizons Plan. There are always going to be some nuances and issues. Something to be taken into consideration is whether the land was under contract not allowing the applicant to weigh in during the City's Horizon Plan process.

Council Member Smiley asked about the Council Member who actually spoke to the people who live adjacent to this property.

Council Member Connelly stated that he spoke to Mary Snow Hill, President of the Shamrock Homeowners Association.

Council Member Smiley stated that the representative and applicant were aware of the process involved and they had chosen not to participate in it. It was a community process and the time to make their argument.

There being no further discussion, the motion to approve this amendment request passed with a 4:2 vote. Mayor Pro-Tem Smith and Council Members Glover, Godley and Connelly voted in favor of the motion and Council Members Smiley and Mercer voted in opposition.

ORDINANCE AMENDING THE SUBDIVISION ORDINANCE TO EXTEND THE REVIEW TIME OF PRELIMINARY PLATS BY TEN WORKING DAYS - (Ordinance No. 17-030)

Chief Planner Thomas Weitnauer stated that this is the third time this item has been before the City Council. During the City Council's March 20, 2017 meeting, staff provided a summary of the March 6, 2017 Town Hall meeting that the City Council ordered. After staff's presentation last month, the City Council directed staff to return the Planning and Zoning Commission to have them to reconsider their recommendation to revise extension of plat reviews by 10 additional days instead of 20 additional days.

Chief Planner Weitnauer stated that on March 21, 2017, the Planning and Zoning Commission revised their recommendation to extend the plats review time by 10 days. Approval of this amendment to extend the review time will allow the 15-member Technical Review Committee (TRC) sufficient time to decide if plats are ready to place agendas before public notices are issued and will align Greenville with other jurisdictions that staff



surveyed, including Winterville, Pitt County and Wilmington, which have a 30-day review cycle. This amendment seems to be acceptable to the development community and to the TRC members. On March 21, 2017, the Planning and Zoning Commission unanimously recommended approval of the proposed ordinance to extend the review time by 10 working days.

Mayor Thomas stated that at the City Council's March 20, 2017, he asked to postpone this item because the City Council received some feedback from the business community wanting to have more time to look at this amendment. Mayor Thomas asked what was the feedback from the business community about these 10 days.

Chief Planner Weitnauer responded that they were grateful to have the Town Hall meeting. They felt by extending the review time by 20 days was going to be cumbersome and 10 days seem to be acceptable.

Mayor Thomas declared the public hearing open and solicited comments from the audience. There being none, the public hearing was closed.

Motion was made by Council Member Connelly and seconded by Council Member Glover to approve the ordinance amendment to extend the review time of preliminary plats by 10 working days. Motion carried unanimously.

OTHER ITEMS OF BUSINESS

MEMORANDUM OF UNDERSTANDING BETWEEN GREENVILLE UTILITIES COMMISSION AND THE CITY OF GREENVILLE REGARDING METHODOLOGY USED TO ADMINISTER THE GUC TRANSFER TO THE CITY

Assistant City Manager Michael Cowin stated that the Memorandum of Understanding presented tonight details the proposed change in methodology that will be used to administer the formula to transfer funds from the Greenville Utilities Commission (GUC) to the City of Greenville. This is not a change in the formula. This is a change in the methodology used to administer the formula. Section 7 of the Charter of the GUC is specific in the actual formula used for the transfer in:

"...the Greenville Utilities Commission shall annually transfer to the City, unless reduced by the City Council, an amount equal to six percent (6%) of the difference between the electric and natural gas system's net fixed assets and total bonded indebtedness plus annually transfer an amount equal to fifty percent (50%) of the Greenville Utilities Commission's retail cost of service for the City of Greenville's public lighting."



The following is the actual mathematical formula used to calculate the transfer and the actual methodology that is currently in use:

GUC TRANSFER IN

GUC Transfer In Formula as Included in Section 7 of the Charter:

General Transfer:

+	Capital Assets, Net of Depreciation	(As Reported in GUC Audit)
-	Long-Term Debt	(As Reported in GUC Audit)
=	<u>Net Transfer Base</u>	
x	6.0% Transfer Rate	
=	<u>General Transfer to City</u>	

Street Light Reimbursement:

+	Street Light Revenue	(Based on Current Yr Revenues,
x	50% Transfer Rate	Reimbursed Monthly)
=	<u>Street Light Reimbursement</u>	

Total Annual GUC Transfer

+	General Transfer to City	
+	Street Light Reimbursement	
=	<u>Total GUC Transfer</u>	

Assistant City Manager Cowin explained the drawbacks of the current methodology. The first issue has to do with the basis of the transfer budget not being equal to the basis of the actual transfer. The second issue is a subset of the first – the transfer is based on one year of audit actual data. The budget for the new budget year is established in May or June prior to the beginning of the new fiscal year. The GUC develops the budget based on the 1) projected year-end net assets and capital debt and 2) projections from the engineers as to the projects that will be started, completed, and/or in progress prior to the beginning of the new budget year. The projections are based on what is submitted by the GUC leadership staff in the Financial Department plus the engineers. However, the actual transfer in the new budget year is based on the actual audit calculations. For example, the fiscal year 2016-2017 actual transfer is equal to the fiscal year 2015-2106 audit calculation. The actual transfer to the City in the new budget year is 1) not known during the budgeting process, and 2) not known until the end of the prior year audit, which is usually in September or October in the new fiscal year.

Assistant City Manager Cowin stated that thereby the basis for the GUC transfer does not equal to the basis for the actual transfer, which creates an increased level of budget uncertainty. Over the last three years, the actual transfer was \$858,265 higher than

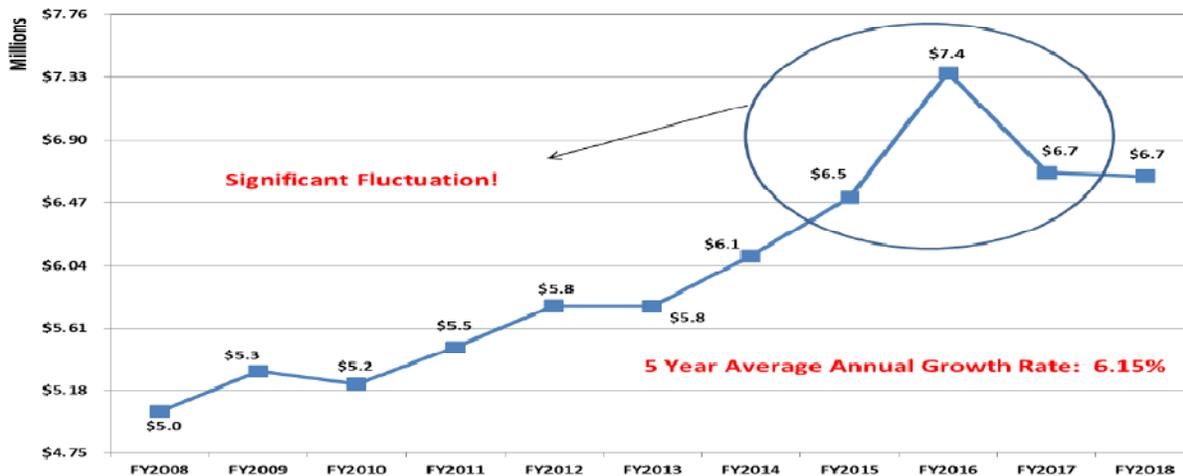


budgeted. The 2016-2017 Budget and 2017-2018 Financial Plan show that the actual transfer would be approximately \$1 million less than budgeted.

1. BASIS OF TRANSFER BUDGET ≠ BASIS OF ACTUAL TRANSFER

	Basis For GUC Transfer Budget		≠	Basis For GUC Actual Transfer		} Results in Increased Level of Budget Uncertainty
	2015-16 Actual	2016-17 Budget		2016-17 Budget	2017-18 Plan	
Budget GUC Transfer	\$ 6,500,000	\$ 6,498,420		\$ 6,498,420	\$ 7,135,013	
Actual GUC Transfer	7,358,265	5,994,852		5,994,852	6,500,000	
Difference	\$ 858,265	\$ (503,568)		\$ (503,568)	\$ (635,013)	

Assistant City Manager Cowin stated that staff put together a methodology that will alleviate those type of differences within the budgeting process. The second basis, which is a subset of the first basis, is the fact that with the changes in debt being issued and capital assets being added from one year to the next, there is no continuity in the actual transfer numbers. Using only one year as a basis for making the transfer accentuates the lack of continuity. The following chart shows the actual fluctuation of the last several years.



Assistant City Manager Cowin explained the new methodology to administer the transfer formula. This only has to do with the general transfer component of the transfer in formula. The actual transfer will equal a 3-year average of audited numbers with the most recent fiscal year included in the average being two fiscal years in arrears. For example, there is no change in the street light reimbursement methodology.



Assistant City Manager Cowin explained the following examples of using the new methodology. For fiscal year 2016-2017, the general transfer would be based on the three prior year audit averages. That would equate to \$5,899,987:

FY2016-17 General Transfer

Prior Three Year Audit Average:	
FY2012-13 Audit Calculation	5,359,687
FY2013-14 Audit Calculation	5,747,833
FY2014-15 Audit Calculation	6,592,442
FY2016-17 General Transfer Amount	5,899,987

The 2017-2018 general transfer would roll forward based on the fiscal years 2013-2014, 2014-2015, and 2015-2016 audit calculations. That would equate to a general transfer amount of \$5,853,236:

FY2017-18 General Transfer

Prior Three Year Audit Average:	
FY2013-14 Audit Calculation	5,747,833
FY2014-15 Audit Calculation	6,592,442
FY2015-16 Audit Calculation	5,219,432
FY2017-18 General Transfer Amount	5,853,236

Assistant City Manager Cowin stated that when the street reimbursement component is added in to the formula, comparing the current methodology to the new methodology, the City would be \$1,138,581 short from budget over a two-year period. Using the new methodology, the City is approximately \$306,107 less than budget. That is much more manageable given the fact that the \$306,107 makes up approximately .4% of the City's overall \$81 million budget:



CURRENT METHODOLOGY

	2016-17 Budget	2017-18 Plan	Two Year Total
Budget GUC Transfer	\$ 6,498,420	\$ 7,135,013	13,633,433
Actual GUC Transfer	5,994,852	6,500,000	12,494,852
Difference	\$ (503,568)	\$ (635,013)	(1,138,581)

NEW METHODOLOGY

	2016-17 Budget	2017-18 Plan	Two Year Total
Budget GUC Transfer	\$ 6,498,420	\$ 7,135,013	13,633,433
Actual GUC Transfer	6,675,407	6,651,919	13,327,326
Difference	\$ 176,987	\$ (483,094)	(306,107)

Assistant City Manager Cowin summarized the GUC Transfer In

**GUC TRANSFER IN
SUMMARY**

- The Proposed Memorandum of Understanding Details the New Methodology Used to Administer the GUC Transfer
- The New Methodology Will:
 - a. Ensure that the Actual Transfer Amount is Equal to the Budget Amount
 - b. Minimize and Reduce Transfer Fluctuations that Result From the Timing of Debt Issuances and New Asset Additions
- HOWEVER, the New Methodology WILL NOT Eliminate the Chance of Large Fluctuations that are Inherent in the Charter Formula
- Staff of GUC and the City Must Continue to Work Closely and Monitor the Impact that the Timing of Debt Issuances and New Asset Additions will Have on Future Transfers



- **The Proposed Memorandum of Understanding is Effective for Fiscal Year 2016-17 and for Subsequent Years**
- **After FY 2020-21, the Memorandum of Understanding will Continue Until Either the City or GUC Provides Written Notice of Termination to the Other Party No Later Than December 31**
- **Staff Recommends Approval of the Memorandum of Understanding Between the City and GUC**

After a brief discussion, motion was made by Council Member Connelly and seconded by Council Member Godley to approve the Memorandum of Understanding. Motion carried unanimously.

PREVIEW OF THE CITY'S 2017-18 PROPOSED GENERAL FUND BUDGET

Assistant City Manager Michael Cowin gave the highlights of the City of Greenville's 2017-2018 Proposed General Fund Budget:

- ✓ Maintains Current Tax Rate at \$.52
- ✓ Strengthens the City's top priority to provide all citizens with high-quality services by investing 86% of all General Fund revenues into core public service areas and obligated debt:

Police	30.5%
Public Works	17.1%
Fire/Rescue	17.0%
Recreation & Parks	12.0%
General Obligated Debt Service	5.8%
Community Development	<u>3.5%</u>
Total	<u>85.9%</u>

- ✓ Provides for an average 2.0% salary increase for employees broken down as follows:
 - 1.0% Cost of Living Increase } As Included in the Financial Plan
 - 1.0% Merit Increase }
- ✓ Includes funding for an additional 2.0 – 4.0 Police Positions (Grant Pool)
 - This is in addition to the 4.0 – 6.0 Potential Grant Pool Positions included in the 2016-17 Budget
- ✓ Provides for the Operation of a New Employee Health Clinic Funded by



\$104,545 in General Fund Appropriations and Appropriations From the Health Fund

- ✓ Increases Street Improvement Project Funding from \$1.7 Million to \$2.0 Million
 - This is in Addition to the \$10 Million in Street Improvement Funding Included in the 2015 G.O. Bond
 - Since FY2014-15 the City has Appropriated Approximately \$17.35 Million into Street Improvements
 - This Equates to Approximately 100 Lane Miles of Re-Surfacing
- ✓ Includes \$461,033 in Funding for the Town Common Project, Council’s #1 Priority
 - This is in Addition to \$851,663 in Funding Included in the 2016-17 Budget
- ✓ Provides \$1.54 Million in Appropriations to Support the City’s Deferred Maintenance and Infrastructure Needs (i.e. Facility Improvement Projects)
 - This Program was Created in FY2015 Through a \$.01 Increase in the Property Tax Rate and Department Operating Expense Reductions
- ✓ Includes a \$110,000 Increase in Departmental Discretionary Budget Expenses
 - The FY2017-18 Proposed Discretionary Budget Stands at \$8,640,101 (Same Level as Budgeted for FY2011-12)
 - Approximately \$96,423 (88%) of the Increase is Appropriated to Core Service Areas and Information Technology Infrastructure
- ✓ Provides Funding of \$2,422,631 for Various Capital Projects of Strategic Importance to the Council
 - The Projects Funded Include, but are not Limited to, the Following:

Eastside Park	\$150,000
ECU Neighborhood Area Cameras	21,967
Information Technology Infrastructure	118,000
Mast Pole Arm Replacement	100,000
Street Light Improvements	100,000
Tar River Legacy Plan	319,000
Town Common Renovation	461,033
Traffic Calming / Progression	60,000
Westside Park Development	200,000

Assistant City Manager Cowin stated that the 2017-2018 Proposed General Fund Budget is a strong reflection of the City’s mission. The budget as proposed is \$81,880,799 and it is balanced. Approximately 63% of all the General Fund revenues are coming from two primary components, property tax and sales tax. Even beyond that approximately 88% of all General Fund revenues are found within seven different components:



	Budget FY2016-17	Projected Actual FY2016-17	Proposed Budget FY2017-18	
Property Tax	\$ 32,444,935	\$ 32,268,416	\$ 32,750,000	} 88% of Revenue
Sales Tax	17,831,023	18,356,333	18,790,000	
GUC Transfer In	6,459,112	6,675,407	6,651,919	
Utility Franchise Tax	7,158,899	6,953,609	7,102,077	
Rescue Transport	3,096,519	3,096,519	3,127,484	
Powell Bill	2,220,065	2,220,065	2,220,065	
Motor Vehicle Fee	1,383,674	1,383,674	1,503,457	
Inspections	916,402	1,248,301	950,000	
Recreation	1,979,690	1,779,690	1,999,487	
Investment Earnings	500,000	450,000	500,000	
Other Revenue	6,854,237	6,662,148	5,107,966	
Fund Balance Appropriated				
General Fund	1,078,808	-	465,766	
Powell Bill Fund	717,186	-	712,578	
Total	\$ 82,640,550	\$ 81,094,162	\$ 81,880,799	

Note: The FY2016-17 Revenues Include the Following Items Not Included in the FY2017-18 Revenues:

- \$1.5 Million From the Sale of the Police / Fire Parking Lot
- \$1.0 Million Appropriation of Fund Balance to Purchase the Imperial Site

Assistant City Manager Cowin stated that when looking at the proposed tax revenues over the last 18 years, one would see a very stable property tax rate. The City has continued to grow and the services have grown without an increase in the property tax rate. It has been done through a combination and expansion of the property tax base as there is growth in other revenues such as sales tax. The next largest component of the General Fund revenues is sales tax, which has been in many ways driving the General Fund Budget over the last few years. There has been a five-year average annual growth rate of 4.55%, a 3-year average growth rate of 7.43% and in next year's budget, there is about a 2.36% growth rate, based on the projections from the North Carolina League of Municipalities (NCLM).

Assistant City Manager Cowin stated that the combined property tax and sales tax revenues in fiscal year 2010-2011 was \$42.88 million. At that time, the sales tax made up 30.7% of the total revenues and the property tax made up 69.3%. In the fiscal year 2016-2017 budget, the revenues have grown to \$50.66 million and the sales tax is comprised of 2/3 of that total making up 36.2% of the budget.



PROPERTY TAX vs. SALES TAX

	FY2010-11		FY2016-17	
	Revenue	%	Revenue	%
Property Tax	\$29.70 M	69.3%	\$32.30 M	63.8%
Sales Tax	\$13.18 M	30.7%	\$18.36 M	36.2%
Total	\$42.88 M	100.0%	\$50.66 M	100.0%

Approximately 67% of Growth Coming From Sales Tax!



Assistant City Manager Cowin stated that the City is becoming ever more dependent on sales tax revenues. These are not only volatile revenues, but they have a high level of influence that is outside of the City’s control, specifically at the State level. A good example of this is the proposed legislation, Senate Bill 126, potentially impacting sales tax by changing the distribution of the Article 40 half-cent local options sales tax. The General Assembly is looking at the adjustment factor that is being used to allocate the Article 40 half-cent local options sales tax, removing those adjustment factors, and replacing it with the economic tier adjustment factor. At the same time, the Economic Development and Global Engagement Oversight (EDGE) Committee is considering possible changes to the economic tiers. This will change the adjustment factor again for the Article 40 sales tax.

Assistant City Manager Cowin explained how the proposed legislation would potentially impact the sales tax, and stated that ultimately the City must pay attention to what is happening at the State level, be as engaged as possible through its delegation, and use this information to not only project its current revenues but actually where the City goes from here.



PROPOSED LEGISLATION POTENTIALLY IMPACTING SALES TAX

- The Following are the Article 40 Adjustment Factors for Pitt County (i.e. Greenville) Under the Current Legislation Compared to Proposed Legislation

Scenario	Adjustment Factor	Impact on Article 40 Revenue
Current Legislation	1.07	No Change
Senate Bill 126	1.00	Reduction In Revenue
EDGE Committee	1.10	Increase in Revenue

- **The FY2017-18 Sales Tax Budget will be Re-Evaluated Based on:**
 - **YTD FY2016-17 Revenue through February**
 - **Legislative Changes**

Assistant City Manager Cowin stated this is a proposed budget that is subject to change. Revenues will be reviewed through February and March in order to finalize the revenues for the sales tax.

Assistant City Manager Cowin summarized the fiscal year 2017-2018 proposed General Fund Budget Expenses, and stated that when looking at the allocation of expenses, \$2 out every \$3 are appropriated to salaries and benefits.



2017-18 PROPOSED GENERAL FUND BUDGET EXPENSES

	Original Budget FY2016-17	Proposed Budget FY2017-18
Personnel	\$ 50,896,956	\$ 52,920,688
Operating	17,583,164	17,580,441
Capital / Facility Projects	7,301,276	5,964,631
Other Transfers	8,292,013	6,874,558
Indirect Cost	(1,432,859)	(1,459,519)
Total	\$ 82,640,550	\$ 81,880,799

Note: The FY2016-17 Budgeted Expenses Include the Following Items Not Included in the FY2017-18 Budgeted Revenues:
 - \$1.5 Million From the Sale of the Police / Fire Parking Lot Used to Fund the Town Common and Dickinson Parking Projects
 - \$1.0 Million Appropriation of Fund Balance to Purchase the Imperial Site

Assistant City Manager Cowin gave information regarding the proposed personnel expenses. The fiscal year proposed budget includes:

- 2.00% Employee Wage Rate Increase: \$750,000
- 2.0 -4.0 Additional Police Positions Through a Grant Pool: \$250,000
- 6.0% Increase in Employer Paid Health Insurance: \$481,500
- \$104,545 Appropriated to Operate Employee Health Clinic
- Personnel Expense Has Been Reduced by 4.0% to Account for a 4.0% Vacancy: \$1,491,000

The following chart breaks down the cost of every 1% at approximately \$375,000 in new expenses that would have to be found within the budget:

Wage Increase %	
0.50%	= \$ 187,500
0.70%	= 262,500
1.00%	= 375,000
1.50%	= 562,500
2.00%	= 750,000

The proposed budget does not include any additional new departmental positions or any position reclassifications.

Assistant City Manager Cowin stated that regarding the 2.00% increase, when looking back at the last seven years, the average increase for the City of Greenville in wages for its employees has been 1.4% each year. 2017-2018 would mark the third year in a row that the employees would have a 2.00% increase. The City of Greenville/Greenville Utilities



Commission Pay and Benefits Committee look at various different market surveys and benchmarks. Based on the public sector benchmark (3.20%) and the private sector benchmark (3.10%), the City's 2017-2018 plan is a 2.00% wage increase.

Assistant City Manager Cowin stated that the employees' benefits package was considered as well and the City is high on the health insurance side. 85% of the health insurance cost is paid by the City of Greenville compared to the municipal benchmark of 75.30%. The City is beginning a three-year plan to roll that back to an 80% cost share by the end of the third year. To get down to the 80% threshold is a goal for the City. Also, when looking at the City's contribution of \$750 per employee to the 401k program and the municipal benchmark 3.4% salary, many municipalities pay a flat percentage contribution to a 401k plan as a percent of salaries. The City's contribution to the 401k program equates to an average of 1.5% of salary based on an average salary of \$50,000.

Assistant City Manager Cowin stated that the personnel expenses for next year are estimated at \$52,920,688 with approximately 70% captured in the form of salary expense and the remaining 30% coming in the form of benefits. The vacancy factor in the amount of \$1,491,664 has been used to reduce the budget for salary and benefits and that has been reallocated within the context of the proposed budget for next year. At 100%, the City's salary and benefit budget would be \$54,412,352 and that is reduced to \$52,920,688.



2017-18 PROPOSED GENERAL FUND PERSONNEL EXPENSES

	Budget Before Vacancy Adj	4% Vacancy Adjustment	Budget After Vacancy Adj
Salary Expense	\$ 38,189,103	\$ (1,279,245)	\$ 36,909,858
Benefit Expense	16,223,249	(212,419)	16,010,830
Total	\$ 54,412,352	\$ (1,491,664)	\$ 52,920,688

Reduction in Excess Fund Balance at End of the Year

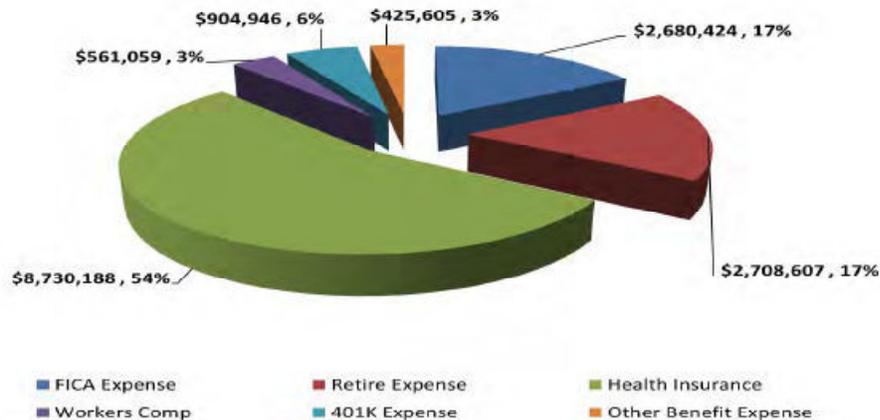
Theoretically, that \$1,491,664 vacancy adjustment factor would be looked at as excess fund balance in the past. Those are dollars that would have rolled over into fund balance and then been available for appropriation as far as the City's fund balance policy is concerned.



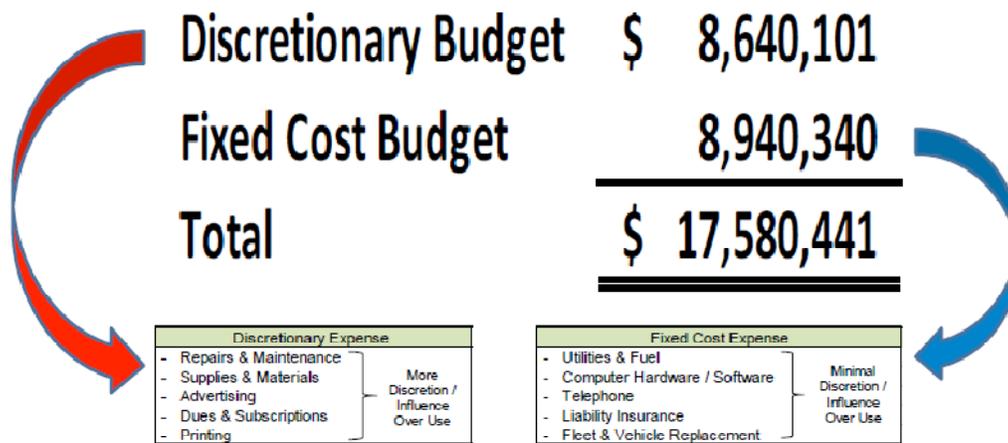
Assistant City Manager Cowin stated that the vast majority of the salary expense is 87% (\$31,968,470) for regular salary employees, \$955,430 for part-time employees, \$1,456,762 for overtime, and \$2,529,196 for other salary expense line items. That is a total of \$36,909,858. The breakdown of the benefit expense is as follows:

BENEFIT EXPENSE

\$16,010,830 Total



Assistant City Manager Cowin gave information regarding the fiscal year 2017-2018 proposed operating expenses. This part of the budget is comprised of two components, the discretionary budget and fixed cost budget with a combined total of \$17,580,441.



Assistant City Manager Cowin stated that when looking at the 2016-2017 budget compared to the 2017-2018 budget, the discretionary budget is increasing to \$110,000 where the fixed cost budget is reduced to \$112,723. That is a \$2,723 overall reduction. The component to take a closer look at is the discretionary budget. The City is maintaining a higher level of services now and moving forward into fiscal year 2017-2018 (\$8,640,101) at basically the same level that the City was providing those services in fiscal year 2011-2012 (\$8,641,402).



Fiscal Year	Discretionary Budget	Change
2011-12	\$ 8,641,402	-
2012-13	8,735,379	\$ 93,977
2013-14	9,397,525	662,146
2014-15	8,309,764	(1,087,761)
2015-16	8,720,561	410,797
2016-17	8,530,101	(190,460)
2017-18	8,640,101	110,000

Discretionary Expense	
- Repairs & Maintenance	More Discretion / Influence Over Use
- Supplies & Materials	
- Advertising	
- Dues & Subscriptions	
- Printing	

FY2017-18 Funded at Same Level as FY2011-12

The \$110,000 has been directed as follows:

PROPOSED INCREASE IN DISCRETIONARY EXPENSES

Recreation and Parks	\$ 34,602	31.5%
Public Works	28,501	25.9%
Police	13,295	12.1%
Information Technology	11,218	10.2%
Fire / Rescue	8,807	8.0%
Other Departments	13,577	12.3%
Total	\$ 110,000	100.0%

Approximately \$96,423 (88%) of the Increase is Appropriated to Core Service Areas and Information Technology Infrastructure !

Assistant City Manager Cowin summarized the fiscal year 2017-2018 proposed Capital and Facility Projects. 7.3% (\$5,964,631) of the City's General Fund Budget is comprised of dollars allocated to Capital and Facility Projects (Capital Improvements - \$2,422,631; Street Improvements - \$2,000,000; and Facility Improvements - \$1,542,000). The Capital Improvements are allocated to the Recreation and Parks (\$1,140,635) and Public Works (\$1,142,029) Departments. The following is the summary of the five-year funding for Street Improvements:



STREET IMPROVEMENTS

Summary of Five Year Funding	
FY2014-15	\$ 2,650,000
FY2015-16	1,000,000
FY2016-17	1,700,000
FY2017-18	2,000,000
2015 G.O. Bond	10,000,000
Total	<u>\$ 17,350,000</u>

Assistant City Manager Cowin stated when looking at the funding since 2014-2015, that is \$17,350,000 allocated and appropriated directly to street improvements. That is approximately 100 lane miles of resurfacing and a strong indication of the priorities of this City Council. The proposed Facility Improvement Projects have been able to maintain at \$1.5 million over a two-year period; \$1,590,000 at the current year; and \$1,542,000 for fiscal year 2017-2018.

Assistant City Manager Cowin stated that to maintain the City’s long range debt plan, there is no change in the City’s Debt Service Fund. The City is still able to maintain those appropriations with a few dollars being able to go back into the excess that help fund future projects.

2017-2018 PROPOSED OTHER TRANSFERS

	FY 2016-17 Budget	FY 2017-18 Proposed Budget
Debt Service Fund	\$4,737,002	\$4,737,002
Sheppard Memorial Library	1,197,058	1,232,969
Housing Division	292,684	300,806
Transit Fund	565,269	603,781
Capital Reserve Fund	460,000	-
Imperial Site Project Fund	1,040,000	-
Total	<u>\$8,292,013</u>	<u>\$6,874,558</u>

Assistant City Manager Cowin stated that in summary, at this point and time, the City Council and staff are still in the process of analyzing the City’s revenues, but the proposed budget is balanced at \$81.88 million. The top 10 General Fund Budget highlights have been established. The General Fund Proposed Budget does not include consideration for the following:



- Adjustments to the FY2017-18 Budget Revenues Based on FY2016-17 Actual Year-to-Date Revenues Through March (i.e. Sales Tax)
- Contract Management of the Bradford Creek Golf Course
- Pay & Benefit Recommendations as Approved at the Upcoming Joint Meeting of the Greenville City Council and the Greenville Utilities Board (April 24, 2017)
- Budgets of Other Funds: i.e. Sanitation, Stormwater, Fleet, Vehicle Replacement Fund, ...
- Appropriation of Any Projected Excess Fund Balance

Assistant City Manager Cowin stated that the City Council and staff are still on schedule tonight with the presentation of the proposed budget and the remaining Budget Calendar is as follows:

BUDGET CALENDAR

- April 10, 2017 City Council Budget Preview
- April 24, 2017 Joint City Council-Greenville Utilities Commission Meeting
- May 3, 2017 Proposed City, Greenville Utilities Commission, Sheppard Memorial Library, and Convention and Visitors Authority Budgets Distributed to City Council
- May 8, 2017 Balanced City Budget Presented to City Council
- May 11, 2017 Proposed Greenville Utilities Commission, Sheppard Memorial Library, and Convention and Visitors Authority Budgets Presented to City Council
- May 19, 2017 Public Display of Balanced Budgets
- June 5, 2017 Public Hearing- Fiscal Year 2017-18 Budget
- June 8, 2017 Proposed Adoption of Fiscal Year 2017-18 Budget

Council Member Mercer asked regarding the projected growth rate, what kind of information did staff use from the NCLM. Was it city or region specific?

Assistant City Manager Cowin responded that the NCLM analyzes revenues by line item across the State. It is really not specific to one area and the NCLM makes it clear that one must look at the economics of their area. The information is on a statewide basis. Also, the fiscal research division of the General Assembly provides a projection as far as sales tax dollars projected as far as even for municipalities. They are not concrete but are giving the City a benchmark of what may be happening across the State. Specifically, when discussing the types of legislation that is out there, municipalities must be looking at what the impact of that Senate Bill would be as well as what is going through the EDGE Committee.

Assistant City Manager Cowin explained that the NCLM, General Assembly fiscal research division, and North Carolina Metropolitan Mayors Coalition are constantly providing information, but it is a statewide projection. The NCLM gives the City a sales tax worksheet. Evaluating the last couple of years of County taxes, the percentage that the City of Greenville makes up of those taxes and the statewide projected increases in sales tax, the City is able to make a reasonable projection.



Council Member Mercer asked with regard to the wage increase, if the City is on a trajectory to fall behind in wages or if the benefits side levels that out.

Assistant City Manager Cowin responded that, in his opinion, the benefits side balances when taking a look at the health insurance versus the 401k. Specifically in light of the fact that the City is moving toward an 80% cost share over the next 2-3 years, the City already has a plan in place for that. If that is taken off the table, the public sector and private sector benchmarks for next year and what the actual has been per those surveys over the last few years has been taken into consideration. When looking at what increases have been given through the market average compared to that of the City of Greenville and GUC then the City is lagging behind, and at some point and time there must be a true up. That true up could be \$1 million or \$200,000. That really is the basis of the City's joint meeting with GUC and that information will be distributed out to the GUC Board and the City Council prior to that meeting.

Council Member Connelly asked whether the 2.00% increase is too low.

Assistant City Manager Cowin stated that the City Council should take a look at the 2.00% increase in connection with the market.

Mayor Thomas suggested that staff should look at the employees' benefits versus salaries. Also, staff should look at how they have increased over the past five years and compare them to those of the City's three or four largest employers.

Council Member Connelly stated that the City usually budgets the vacancy rate at 4%. About the middle of last year he asked about the City's current vacancy rate and at that time, it was roughly 8%. Council Member Connelly asked where those excess funds are going.

Assistant City Manager Cowin responded that Hurricane Matthew absorbed the excess funding for this year. Police overtime absorbed some as well.

Council Member Connelly expressed his concern just because those numbers are in there, is the City using personnel expenses to pay for some other line items that are being passed through. If that is the case, those funds should be used for salary increases and things that will boost morale.

Assistant City Manager Cowin stated that he would not say that there has been a supplanting of operational dollars based on the excess within the salaries and benefits side. Staff tries to keep those separate as much as possible. It must be taken into consideration when looking at the vacancy rate, this discussion is about the General Fund only. Assistant City Manager Cowin stated that the City would plan to minimize the excess dollars due to the vacancy rate in the future, but cautioned that those dollars are often consumed by unforeseen circumstances such as inclement weather or other emergencies.



He suggested it would be advisable to plan for a \$1.5 million excess fund balance for salaries in case of such events.

Council Member Glover stated that when discussing the pay increases and how the City is going to catch up with the market rate, the City's employees will never catch up because healthcare is going up to 6% and the City is giving them a 1% market increase and 1% merit. If the City is giving them such a small rate at one time, it would better to combine the market increase and merit and give the employees a 2.00% raise.

Assistant City Manager Cowin stated the increase in health insurance, in light of the three-year plan to reduce the City's healthcare cost share down to 80%, will have an impact on the employees by offsetting the increase in their salaries.

Director of Financial Services Bernita Demery explained that when the City's expenses are subtracted from its revenues, there is a fund balance. The City's fund balance is used to balance its budget, to maintain a favorable bond rating, and for day-to-day cash flow when a major revenue (property tax) has not been received for the year. Property taxes are the City's single largest source of revenue during October and September. Sometimes, a large portion of fund balance is set aside for emergencies such as projects that are not completed in one year. The major users of fund balance are the City's investors and creditors, who are interested in knowing whether the City has the ability to generate the resources for its operation.

Director Demery stated that the City Council directed staff to compare the City's fund balance with other municipalities. Staff has Greenville's number, but unfortunately, the 2016 benchmark for other municipalities have not been sent to the Local Government Commission. The City's available fund balance went up and is used in the following comparison with other cities' 2015 numbers:



Fund Balance Comparison



Director Demery stated that staff is projecting a decrease in fund balance of about 7% for 2017. The total overall fund balance with the largest portion being the unassigned fund balance is going down by approximately \$3 million. This will fluctuate with actual City activity, but the average for the City's unassigned fund balance has been around \$14.6 million over the last six years.

History of Unassigned Fund Balance

*Fluctuates with City Activity





Director Demery stated that looking at the formula and calculation and considering the City's 2018 budget is 14% of the unassigned would be the total fund balance required, which would be \$11,206,367 and the unassigned fund balance is \$15,191,512 as of June 30. The amount available for transfer in 2018 could possibly be \$3,985,145. As in the past, the City has used those numbers for additional capital projects. Staff has estimated incomplete projects at \$500,000 and as of June 30 staff should know more about which projects will be carried over to the next year.

Projected Excess Fund Balance FY 2017-2018

2017-2018**		Total		Amount Available
General Fund**		Balance	Unassigned*	For
Budget	Percent	Required	Fund Balance	Transfer
80,045,482	14%	11,206,367	15,191,512	3,985,145
<p style="text-align: center;">\$ 3,985,145 Calculated Excess Fund Balance (@ 14%</p> <p style="text-align: center;">(500,000) Projected Incomplete Projects Carried Over to FY2017-18</p> <hr/> <p style="text-align: center;">\$ <u>3,485,145</u> Total Amount Potentially Available</p>				

Note: This is a PROJECTION and Subject to Change Based on the Year-End Audit and Results of Operations!

Director Demery stated that unassigned fund balance projections are preliminary and are at \$15.2 million. They were approximately at \$18 million this year so there will be a decrease and some of that is the result of projects being completed and balancing closer to the City's budget. Actual revenues and actual expenses are running closer together. The actual results of the City's operations for the year will determine what fund balance is and staff will know the solid number by June 30.

Council Member Connelly asked whether staff has historical data showing what the excess fund balance has been for some of the past fiscal years.

Director Demery responded yes. Staff will provide that information to the City Council.

Council Member Connelly asked about the projected excess fund balance available for transfer in the amount of \$3,985,145.

Director Demery responded that the City will have that amount, if the City only has \$500,000 worth of incomplete projects carried over.

Council Member Connelly asked about the projection for projects that have not been completed.



Assistant City Manager Cowin stated that in this current year, \$2.5 million worth of fund balance was appropriated for a host of projects. The top one being \$1.40 million for the purchase of the Imperial site, but after that, there were a lot of carryovers from the prior year totaling about \$1 million. The City's goal is to not have this level of carryover and to get it down to no more than \$500,000, but that might not happen. Whereas, that \$3,985,145 for the projected excess fund balance is subject to be impacted by the level of carryovers. \$500,000 is a good estimate based on efforts to work with the departments to minimize that level of carryover.

Assistant City Manager Cowin stated the City might need to close those projects out and to not allow any departments to carry them over. This was evaluated last year and many projects were closed out. Staff and the City Council have April 15, 2017 as the cut-off date for purchase orders. That is a way to draw the line and saying that the City will obligate everything by April 15.

Assistant City Manager Cowin stated that ultimately, this is a projection at this time. Hopefully, every month the picture will be clearer. Clearly, the City Council will have dollars available for appropriation for one-time projects. That is no different from where the City was at the beginning of this fiscal year, because a lot of that excess fund balance was never appropriated and is still there waiting to be appropriated. Going back to what was determined to be top priority by the City Council, coming out of the Planning Session, it was the memorial on the Town Common, Dickinson Area Streetscape improvements as part of the Dickinson Avenue Project and the potential opening of the Fire Station on the south side for the next several years. In itself it will carry its own level of operating cost yet to be identified. That Fire Station will be \$1 million a year. The hardening of a parking lot, if that is a couple of \$100,000 more than that would come out of that excess fund balance.

Mayor Thomas asked when does the feedback on the City's bond rating become an issue.

Assistant City Manager Cowin stated that the City Council and staff need to be looking at how dollars are appropriated on an annual basis. The City has various challenges that prevent the bond rating from going up. The City is strong, but the bond rating agencies look at the per capita income and the number of citizens who are low wage earners. That hurts the City and is hard to overcome with the bond rating agencies. The City can offset that to have the power of that penny. The City Council has done an outstanding job of maintaining the property tax rate by not letting it go up and leveraging growth on top of increased property tax rates. The City Council must take a strong look at fund balance, which is a component, and make sure that does not get away.

Council Member Mercer recommended that staff should go back 10 years, when preparing the historical account of the excess fund balance.

Council Member Smiley recommended that report should include if the City transfers money to a capital fund.



Council Member Smiley stated that he would like the City to get to a 3% raise for the employees. Given the fact that the market has gone up by 3-3½ percent over the last couple of years and the City's budget only calls for 2%, then the City is digging itself in a hole. One way to get it up to 3% for this budget is by adding another 1% to the merit pool.

AMENDMENTS TO THE 2017 CITY COUNCIL MEETING SCHEDULE

City Clerk Carol Barwick stated that staff is asking the City Council to amend its 2017 meeting schedule to 1) change the time of the April 24, 2017 Joint City Council-GUC meeting from 6:00 p.m. to 5:00 p.m., and 2) add a City Council meeting on April 24, 2017 at 6:30 p.m. in the Council Chambers.

Motion was made by Council Member Mercer and seconded by Council Member Smiley to amend the 2017 City Council Meeting Schedule to change the time of the April 24, 2017 Joint City Council-GUC meeting from 6:00 p.m. to 5:00 p.m., and to add a City Council meeting on April 24, 2017 at 6:30 p.m. in the Council Chambers. Motion carried unanimously.

UPDATE ON PEDESTRIAN CROSSWALK IMPROVEMENTS AND VISION ZERO PLAN PRESENTATION

Public Works Director Kevin Mulligan stated that Vision Zero is an initiative with the goal of eliminating roadway deaths and injuries. The following are the principles of Vision Zero:

Principles of Vision Zero

- All transportation/road users deserve safe streets
- No loss of life on our roads is acceptable
- Injury or death of pedestrian/motorist/cyclist is not an inevitable price to pay for mobility
- The Public should expect safe behavior on City streets and should participate in this culture change

Director Mulligan stated that Vision Zero started in Sweden in 1997 and its traffic volume has increased significantly. The founding principle is loss of life is not an acceptable price to pay for mobility. Vision Zero takes a systems approach to enhancing safety on roadways. The City's roads are designed around mobility – to get cars from A to B as quickly as possible.

Director Mulligan stated that in the United States, in 1983, 10% of people were wearing seat belts and in 2017, 90% of people are wearing them. Education and cultural change have worked. The fatality rates are measured in number per 100,000 per population. Presently, Sweden is a worldwide low of about 2.3 people per 100,000. Most countries in Europe have a Vision Zero policy and have a low single digit per 100,000. In 2007, the United States' national average was 13.6 deaths per 100,000 per population and that was



reduced nationally down to 10.9 in 2015. North Carolina had some significantly poor results. North Carolina’s fatal crash rate has been the highest among the top 15 most populated states. Some of the behaviors behind these accidents are alcohol, distracted driving, and speed.

How does the US Compare?

YEAR	Fatal Crash Rate/100,000 Population		RANK*
	National Avg.	North Carolina	
2007	13.6	18.5	1
2008	12.3	15.5	2
2009	11	14	1
2010	10.7	13.8	1
2011	10.4	12.7	1
2012	10.7	13.2	1
2013	10.3	13.1	1
2014	10.2	12.5	2
2015	10.9	13.7	3
* Rank is among the 15 most populated States			

Director Mulligan stated that when engineers and policy makers look at road improvements, they look at the rating of the intersection and how many cars can be pushed through it and also what is the ORI, what is the cost of that delay, how many millions of gallons of gas, millions of dollars in lost productivity. Vision Zero accounts for a human factor. Road traffic injuries are the number one cause of adolescent (ages 10-19) injuries and deaths globally. Speeding and alcohol are the major contributing factors and distracted driving is a new and increasing factor.

Director Mulligan stated that from 1970 to 2014, Greenville has been on a decline with pedestrian deaths. Significant increases were seen in the City during 2015 and 2016 because of better economy, more people are using cars, and more people are walking. Many of the City’s pedestrian injuries occur within 150 feet of a crosswalk. Regarding the national trends, in 2016, the number of pedestrians was 6,000. 82% of pedestrian fatalities occur outside of the intersections.

Director Mulligan stated that speed has a very important factor in Vision Zero. At 40 miles per hour, if a pedestrian is hit there is an 80% chance of a fatality. The difference between 20 miles per hour and 30 miles per hour, it is four times more likely to have a fatality with those 10 miles. Regarding whether Vision Zero works, Sweden, Great Britain, Canada, and Germany have dramatically reduced their roadway fatalities. They are 1/5 of the national rate. Vision Zero cities, including Seattle and New York, have demonstrated significant improvement since their plans have been adopted and implemented.



Director Mulligan stated that Greenville is the only city in North Carolina considering Vision Zero. A Vision Zero City meets the following minimum standards:

- Sets clear goal of eliminating traffic fatalities and severe injuries
- Mayor (or top official) has publicly, officially committed to Vision Zero
- Vision Zero plan or strategy in place, or Mayor has committed to doing so in clear time frame
- Key City departments (including Police, Transportation, and Public Health) are engaged.

Director Mulligan stated that the City may not have the same vision of Vision Zero over the last 4-5 years, but certainly the City's initiatives have been pointing towards that:

Greenville – Ongoing Safety Initiatives

- 10th St. Corridor Safety Improvement Project
- Safety Summit (Traffic Signal installed 10th St)
- Street Light Ordinance Revision (Over 1000 streetlights converted to LED)
- Transportation Bond; Safe Routes to School

Director Mulligan explained how the City could reach and other cities have reached the Vision Zero goal by using the five prong approach: 1) Evaluation, 2) Education, 3) Engineering, 4) Enforcement, and 5) Public Policy. The Public Works and Police Departments will continue to gather and look at other data. Any roads with a continuous dual left-turn lane are not the target areas, but the continuous center turn lanes are the area of the City's biggest conflict with the most number of accidents and fatalities. Several of the City's roads are under some form of design and/or construction.

Director Mulligan stated that Washington, D.C. held public meetings and gathered and used the data to educate its citizens about speeding, stop signs, red light running, and cyclists' behavior. Staff has been looking at Americans with Disabilities Act (ADA) issues and the allotment of time to cross the streets. The wearing of seatbelts has increased and drinking and driving deaths have greatly decreased due to education. The Greenville Police Department has been doing a great job with the Watch For Me Campaign. There have been some hotspot areas meaning public gathering and getting that information out about safer routes to schools. These are great things that lead towards a safer environment.

Director Mulligan stated that during the discussion of the Vision Zero last year, there was a resolution that came forth suggesting that a change strictly in engineering would solve these safety problems. It is not easy and a system approach is required. The engineering part of Vision Zero covers crosswalks, streetlights, traffic calming, lane widths, sidewalks, bike lanes, speed limits, parking regulations, greenways, ADA sidewalk improvements, technology improvements, signal timing, and intersection improvements. The following are some of the 10th Street Corridor Safety Improvements:



- Evans Street to Oxford Road
- Traffic signal installed at Silver Maple
- Rectangular Rapid Flashing Beacons (RRFB)
- Upgraded sidewalks, lighting, ped signals
- Extended center raised median

Director Mulligan stated that several locations will be looked at for crosswalks, including Cotanche Street between 7th and 9th Streets, 10th Street by Anderson Street in front of the University, and Stantonsburg Road. Director Mulligan displayed a map where the crosswalks have been improved and some of the scheduled replacements as well. Knowing that City employees would be crossing from North Greene Street to City Hall and the Municipal Building a crosswalk was put there. Some of the crosswalks were enhanced uptown along 5th Street to the north of the University. As far as additional pedestrian improvements, the 15 signalized intersections are near completion.

Director Mulligan stated that staff is currently evaluating 20 neighborhood requests for traffic calming and these requests have grown greatly over the last several years. Traffic circles and roundabouts have been placed at Portertowne and Firetower Roads and two will be placed at West 5th Street. A bumpout shortens the distance for pedestrian to get across a street and staff is looking at implementing and constructing one, if it makes sense on a particular road. Center medians are being used to give the islands refuge to a pedestrian crossing the street.

Director Mulligan stated that when Arlington Boulevard (Memorial Drive to Stantonsburg Road) was done this past fall, the center lane widths were reduced and during that three-month period, there has been a 30% reduction in accidents. The City has adopted a complete streets policy and studies have shown that lane widths will reduce accidents or speed with a traffic calming effect. People are paying more attention because they do not have the freedom or they are not quite as comfortable. Greenville's lane widths are generally in the range from 10 to 14.



Lane Widths:

				
Lane Width in Meters	2.60 - 2.80	2.80 - 3.25	3.25 - 3.60	3.60 and higher
City	Jakarta, Singapore	Amsterdam, Berlin, Copenhagen, Paris, Tokyo, Toronto	New Delhi, Mumbai, Knoxville, Greensboro, New York, Sao Paulo	Beijing, Chennai, Fortaleza
Fatality Rate per 100,000 population	3.6 - 6.4	1.3 - 3.2	6.1 - 11.8	20.0 - 27.2
Safety Index	Less safe	Safe	Unsafe	Very unsafe

Director Mulligan stated that safety enforcement is preventing the dangers and behaviors which kill and injure people. Some of those are passing stopped school buses that are loading and unloading, failure to comply with pedestrian hybrid beacons, failure to yield right of way (including at crosswalks or yield signs), failure to stop at red lights, and speeding (including school zones). 95% of people say that texting and driving is a very serious threat to their personal safety. 35% of people admitted to reading a text message while driving in the last 30 days. The Greenville Police Department is meeting tomorrow with the vendor to work out the details and get a schedule for red light cameras. The number of accidents drop down after the installation of red light cameras at intersections.

Director Mulligan stated that culture change, education, and outreach are part of public policy:

5 – Public Policy



Director Mulligan summarized the next steps for the City of Greenville:



Next Steps

- Data Analysis – Continued examination of Hot Spot Areas, Public information gathering
- Police Department = Crosswalk safety enforcement zones
- Public Works Department = planned pilot traffic calming installations.
- Vision Zero Coalition Formation
- Bring Vision Zero resolution before City Council

Mayor Thomas stated that regarding implementing Vision Zero, the cost associated, long-term mandates that may be placed on other City Councils, and the balancing of all priorities must be considered.

Director Mulligan stated that the multiple prong approach means there is an opportunity with the North Carolina Department of Transportation designing its roads. The City should consider whether there should be any changes engineer wise and public policy wise. The goal of Vision Zero is not to create traffic jams and not to shut down traffic along the City roads.

Mayor Thomas asked whether NCDOT is committed to Vision Zero.

Director Mulligan responded that they have a Vision Zero policy as state-wide. How they are enacting Vision Zero is part of the silos, breaking down some of those silos and making sure that they are on the same page with the City of Greenville.

Council Member Godley stated that making the culture towards pedestrian safety in this City is a priority, but there is room for improvement on how it is implemented. Regardless of whenever implementation of Vision Zero comes back to the City Council, he would like for the City to continue to harp on education. If the City can start educating some of the younger people in the community, that is for the best. Some people are not aware that they should stop for pedestrians at a crosswalk. The City should strengthen its partnerships and try to prioritize pedestrians' safety and try to emphasize the importance of drivers being safer and pedestrians making sound smart decisions. Education can make a huge difference.

Mayor Pro-Tem Smith asked whether a crosswalk on Third Street by Moyewood is identified in the first batch for the Vision Zero crosswalks. Mayor Pro-Tem Smith stated that there are more pedestrians there, including children bicycling to a store with other children sitting on the handlebars. A crosswalk would make drivers more aware of reducing their speed when approaching that area.

Director Mulligan responded that the Vision Zero policy is not in place. The NCDOT is building the median on Memorial Drive from 5th Street to Moye Boulevard, as funds are available. Whether the City adopts Vision Zero, staff will monitor that area.



DISCUSSION OF STUDENT HOUSING ANALYSIS

Mayor Thomas stated that at the March 20, 2017 City Council meeting, there was discussion about the large inundation of submitted projects for housing that could be perceived or are student housing projects. He requested that this item be placed on tonight's agenda so that the City Council could give better direction to staff about smart and future growth. Further, to discuss layouts of the City, what is more conducive with traditional housing growth and development, and in correlation with parts of our city which are maybe more conducive and responsive in terms of what would be the variables that describe high density student housing.

Council Member Godley stated that the City does not have a clear cut policy about student housing, specifically dormitory housing, in Greenville. Business leaders inside and outside of the City are spending money to prepare for a vote on student housing and rezoning requests, yet the City does not have any sound clear direction of where to go with this. Conventional wisdom and history in Greenville suggest that the closer to the East Carolina University (ECU) main campus, student housing complexes are more likely to succeed and be a part of the community. Student housing will be in the City for a long time, being dedicated, marketed, and occupied by students at ECU or Pitt Community College. It is time for the City Council to develop a plan to narrow that scope down a bit.

Motion was made by Council Member Godley and seconded by Council Member Connelly to direct staff to come up with a proposal to better identify areas near the East Carolina University main campus that are more appropriate for the development and maintenance of dormitory style student housing and to bring that back for the City Council direction as a potential zoning ordinance amendment.

Council Member Mercer stated that procedurally, he recommends that staff get input from the Planning and Zoning Commission and any other boards and commissions that are relevant. He encourages staff to get information from other college towns that might give the City Council some insight. Staff should work with ECU representatives, developers and other stakeholders that staff might consider.

Council Member Mercer stated that he had discussions with a lot of people about student housing and he is passing their ideas along for the Council Members' consideration. One idea is to consider requiring a certain percentage of a project to be designed in terms of the layout of apartments. The layout would be one that adults would most likely want to live at the apartments and not just students and to require it to be separated in some way from the students' section. There should be some type of density limits on furnished apartments.

Council Member Mercer stated some of these are goals and the City Council cannot require this but anything that the City Council can do to encourage street level retail that does not just address the residents in complex. Parking is a huge concern. Some kind of location management of parking is needed for the residents and visitors at these complexes. There



is another view that the City should not be going in the direction of requiring a lot of parking and that could be argued because the City is wanting more people to bike and walk. Maybe the City could encourage biking by requiring the installation of more bike racks. Looking at what has been done in other university cities would be helpful.

Council Member Mercer stated that several other ideas were suggested to him, but he does not agree with all of them because they are rather specific such as the distance location of student housing to single-family homes (requiring a certain number of feet from single-family residences). The distance location to other student complexes should be looked at as well. The City would want to require public transportation space for bus loading and unloading. Sidewalks should be an important part of the facilities. For a student complex, in addition to an onsite manager, a certain number of supervisors should be living at the location. Noise ordinances for soundproofing between units, lighting, parking lot cameras, and emergency call buttons certainly need to be figured in.

Council Member Mercer stated that there are more ideas that he is passing along to staff. A zoning plan that would include affordable student housing, specifically housing with some restrictions, so that students who are not wealthy might also afford to live there. ECU has swimming pools and amenities so not every student complex must have those. Certainly, the City Council would want to look at the perimeter around the University and location. Some citizens were specific about that in terms of looking on the University side of Evans Street that might be different from the other side of Evans Street and so on. The last point and it might seem like a different category of conversation, many have pushed for the downtown housing to include and encourage artist residents in colonies where the creative artistic class can live, work, and interact with the wider population.

Council Member Connelly stated that he meet with staff, Council Member Godley and Mayor Thomas to discuss different methods of planning out the City's future for student housing. At that meeting, there was an understanding there is a stigma behind student housing and many people in the community feel that there is too much student housing in the City. There are some failing complexes in the City and others look as though they could potentially fail in the future. The City Council really does not have any feedback to determine if it is a legitimate issue. It is cumbersome about the staff having to detail what the occupancy rate is, who are living inside these units and other works.

Council Member Connelly stated that also at that meeting a plan was discussed to map out where 4-bedroom occupancy units should be located. The City Council should keep it simple. The City Council is not here to restrict people from spending money on the City's economy. Student housing adds to the tax base, but is not economic development. The City Council would not want to push people away and discourage them from investing in the community because the unit walls are not thick enough, there are no bike racks in front of the place, and other issues. One of these problems that the City had in the past with these complexes was that the City is giving them special use permits to be able to occupy or to operate in these locations away from the campus.



Council Member Connelly stated that with the movement seen downtown, things have historically changed. The City Council is not going to create a whole new zoning for student housing. People can still build one, two, and three-bedroom places throughout the community. There are some types of developments that are not re-developable and that is an issue to face in the future. By keeping the directive as simple as possible it is easier for staff to inform a developer that they have to be within a certain area, for example, where Land Use Intensity or dormitory use permits are required. It is something that needs to be looked at on a regular basis and should not be restricted for 5-10 years. There are going to be different growth patterns in Greenville. Four years ago, it was hard to imagine that 2,000 people would be living downtown today. The City Council should give a simple suggestion to staff to move forward and present something to the City Council.

Council Member Smiley stated that there are a couple of different processes. One is there is a rezoning and then the other is there is a special use permit. Right now, all of the rezoning conversations are getting wrapped up into the special use permit. The City Council had discussions about rezoning something multi-family, but what everybody is afraid of is not that multi-family might be built there. It is that they are going immediately to the Planning and Zoning Commission and turn it into a high density student place. One option would be to move that special use up to the City Council.

Mayor Thomas asked if that is a possibility for the City Council.

City Attorney Dave Holec responded that is a possibility for the City Council to have that authority related to a special use.

Council Member Godley stated that he does not want his motion to result in endless amounts of red tape. The City Council should focus on the location of where these 4-bedroom student housing complexes are located. The closer they are to campus the more likely people are going to walk and bike, regardless of the number of parking spaces that are required and things of that regard. If the City Council designates an area that is more appropriate for these 4-bedroom style dormitories, it is the better.

Council Member Connelly stated that he agrees that developers should come before the City Council for a special use. The one issue is without setting guidelines, the same thing will happen that occurred at the March 20, 2017 City Council meeting where someone's property is in full compliance with the Future Land Use and Character Map and the City Council denied the request. The developer spent \$100,000s and already invested in the community and had done everything required. If guidelines are set for a 4-bedroom dormitory use permit or a Land Use Intensity permit, developers will know where to build student housing.

Council Member Connelly asked besides the Sidewalk Development partnership for the parking deck, does the City have any other public/private partnerships related to student housing.



Assistant City Manager Merrill Flood responded that Sidewalk Development is the only one.

Mayor Thomas stated that all the development community asked for is clear direction and that is what the motion does. There may be some nuances and they would be great to be a part of that. Staff should move forward on the student housing analysis based on the ideas given tonight. Greenville can learn from other cities' mistakes and do the best possible to make this a model process.

Council Member Mercer stated that ECU officials already contacted him and that was sent to staff. A lot of citizens are concerned about student housing. Council Member Mercer proposed a friendly amendment to request that the Planning and Zoning Commission give the City Council any input that it might have on this matter.

Council Member Godley asked whether staff is planning to request input from the Planning and Zoning Commission.

Assistant City Manager Flood responded that staff could advise the Planning and Zoning Commission of this discussion. Staff's plan is to come back to the City Council with a general framework at the May meeting, based on the direction of the City Council. Staff would then go to the Planning and Zoning Commission with some ideas and ways to craft an ordinance based on the direction staff has received and then bring the information back to the City Council in August.

Council Member Godley stated that he would prefer to accept staff's suggestion.

Council Member Godley and Council Member Connelly denied the friendly amendment for the Planning and Zoning Commission to give the City Council any input that it might have on this matter.

Council Member Mercer asked whether staff is planning to have conversations with ECU officials and other stakeholders by May.

Assistant City Manager Flood stated that staff already had some meetings scheduled as a result of the March 20, 2017 meeting because the City Council stated they wanted information.

Mayor Pro-Tem Smith thanked her peers and Mayor Thomas for placing this item on the agenda for discussion because the March 20, 2017 meeting was a tense meeting. It was disappointing to hear that someone had spent a lot of time and work and the decision was made not to be able to move forward with their project when they were doing everything required. Coming together to make a decision and directing staff to look at everything is excellent because the City Council has discussed this issue for a long time. She looks forward to staff's feedback because the City Council needs to understand on both levels that Greenville and the University are still growing, but at the same time the City Council wants to be mindful of what that "smart growth" looks like.



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

CLOSED SESSION

Council Member Glover moved to enter closed session in accordance with 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 laws rendering the information as privileged or confidential being the Open Meetings Law, specifically Closed Session minutes; and in accordance with G.S. §143-318.11 (a) (5) to establish or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease. The properties being discussed are owned by Flowers and Taylor Warehousing, LLC, consist of Tax Parcels #33361, 33421, 33422, and #07436 and are intended to be used for recreational purposes; and G.S. §143-318.11 (a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. Council Member Godley seconded the motion, which passed by unanimous vote.

Mayor Thomas declared the City Council in Closed Session at 10:47 p.m. and called a brief recess to allow Council Members to relocate to Conference Room 337.

Upon conclusion of the closed session discussion, motion was made by and seconded by to return to open session. Motion was approved unanimously, and Mayor Thomas returned the City Council to open session 11:16 p.m.

ADJOURNMENT

There being no further business before the City Council, motion was made by Council Member Smiley and seconded by Mayor Pro-Tem Smith to adjourn the meeting. Motion carried unanimously, and Mayor Thomas declared the meeting adjourned at 11:17 p.m.

Respectfully Submitted

Polly Jones
Deputy City Clerk

PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
THURSDAY, MAY 11, 2017



A regular meeting of the Greenville City Council was held on Thursday, May 11, 2017 in the Council Chambers, located on the third floor at City Hall, with Mayor Allen M. Thomas presiding. Mayor Thomas called the meeting to order at 6:00 pm and gave the invocation, followed by the Pledge of Allegiance.

Those Present:

Mayor Allen M. Thomas, Mayor Pro-Tem Kandie Smith, Council Member Rose H. Glover, Council Member McLean Godley, Council Member Rick Smiley, Council Member P. J. Connelly and Council Member Calvin Mercer

Those Absent:

None

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

Upon motion by Mayor Pro-Tem Smith and second by Council Member Connelly, the City Council voted unanimously to approve the agenda as presented.

PUBLIC COMMENT PERIOD

Mayor Thomas opened the public comment period at 6:03 pm, explaining procedures which should be followed by all speakers.

Ben Bankard – 1938 Tara Court, Apt. 104

Mr. Bankard stated his objection to rezoning the tract of land on Charles Boulevard to High-Density Multi-Family, noting that he is in favor of family housing, but worried about an increase in traffic in that area. Mr. Bankard expressed his hope that the City Council will wait to make a decision until they have more information.

Ernest Bell – 1938 Tara Court, Apt. 101

Mr. Bell stated that he is not in favor of the rezoning on Charles Boulevard. He stated his concern that the City Council chose to table the request in March rather than rejecting the



request since the details remained the same. Mr. Bell asked that the City Council vote against the request.

NT Slocum – 1942 Tara Court, Apt. 102

Mr. Slocum stated that he was not opposed to development on Charles Boulevard, but he is opposed to the rezoning request that is being considered. He expressed his concern with the potential for increased traffic in the area.

Alvin Gardner – 417 W. 4th Street, Unit B

Mr. Gardner, a member of FROGGS and the Greenville Bicycle Pedestrian Commission, stated his support of the proposed Action Sports Complex. Mr. Gardner feels that it could draw visitors to the area and that it would help the City become more bicycle-friendly.

Chris Fletcher – 55 Holman Avenue – Athens, GA

Mr. Fletcher with LCD Acquisitions stated that he felt that the new proposal for the rezoning request on Charles Boulevard satisfied the concerns of community stakeholders. They worked closely with City staff to ensure that the new plan was in compliance with the City's Horizons 2026 Plan and met with community members in the area throughout the process, working to address their concerns. Mr. Fletcher stated that the new proposal has the support of over 140 property owners that will be the most impacted by the proposed development. He stated that they met with residents of Tara Court and offered to help find solutions for additional ingress and egress in the area.

Jon Day- 223A Commerce Street

Mr. Jon Day addressed the City Council on behalf of the applicant for the Charles Boulevard rezoning, Pat Bowen. He stated that the proposal is in compliance and could lead to further development that could increase the City's tax base. Mr. Day asked that the City Council consider the request favorably.

Christian Porter – Cantata Drive

Mr. Porter, a resident of Tucker Estates Subdivision, spoke on behalf 100+ other residents of Tucker Estates who had met with the developers and family members to talk about the proposed project on Charles Blvd. He stated that he and the other residents had initially objected to the proposal, but since then, the developer has put together a comprehensive plan that takes the entire tract into consideration, so he and the other residents are in favor of the new proposal. Mr. Porter asked that the City Council approve the request.

Amanda Mann – 434 Fayetteville Street, Suite 1900 – Raleigh, NC

Ms. Mann, who indicated she is a partner with the Raleigh office of Troutman Sanders, LLP, spoke on behalf of LCD Acquisitions. Ms. Mann read the five criteria to be considered by the City Council for the request on Charles Boulevard and stated that speculative concerns, consideration of quasi-judicial factors and delays in a decision due to reports to be commissioned or issued are outside of the boundaries for discussion when it comes to



zoning matters. Ms. Mann requested that the City Council consider the ordinance and approve the request.

Mike Baldwin- 1700D E. Arlington Boulevard

Mr. Baldwin stated that he was present to answer any technical questions related to the Charles Boulevard rezoning request.

Toni McLawhorn – 1941 Tara Court, Apt. 102

Ms. McLawhorn, a resident of Tara Court, expressed her concern that adding 665 apartments will have a negative impact on Charles Boulevard. She stated that Greenville has a traffic problem and that Charles Boulevard is an area of concern. She asked that the City Council consider average citizens.

Corey Bennett – 3311 E. 10th Street

Mr. Bennett expressed concerns with an incident in Washington D.C. called Pizzagate and alleged that it was connected to child sex trafficking.

Benjamin Herd – 2223 June Drive

Mr. Herd, a City of Greenville Firefighter and member of Greenville Advocates for Public Skateparks (GAPS), stated that the mission of GAPS is to bring an action sports complex to Greenville to pay homage to Dave Mirra. He stated that out of the top ten most populated cities in North Carolina, Greenville is the only one that does not have a high-level skateboard facility. Mr. Herd stated that he, or any other member of GAPS would be happy to answer any questions that the City Council may have.

Tom Taft- 3301 Star Hill

Mr. Taft stated that he was concerned about policy considerations associated with the Charles Boulevard rezoning request and its location. He stated that currently, the trend is to build student housing as close to campus as possible for reasons that include public health, public safety, issues of transportation and issues of highway safety. He stated that locating student housing near campuses helps with traffic issues, parking issues and also helps with student performance and retention rates. Mr. Taft stated that considering supply and the impact of additional student housing could fall under public health and public welfare. He cited North Campus Crossing's rise in crime rates and decline in maintenance as an example to consider. Mr. Taft asked that the City Council deny the Charles Boulevard rezoning request.

Jeffrey Otis – No Address Given

Mr. Otis spoke on behalf of Pierce Education Properties and The Landing. He stated that the student housing market is oversaturated, and is 10% behind where it was last year. He stated that Frank Pierce, President of Pierce Education Properties, requested that a moratorium be put in place to address the oversaturation.



David Evans – No Address Given

Mr. Evans, the developer of Tucker Estates Subdivision, expressed his support of the Charles Boulevard rezoning request.

Riley Murphy – Raleigh, NC

Mr. Murphy, resident of Raleigh, NC, stated that he had made the trip to Greenville to give his support to the GAPS project. Mr. Murphy stated his belief that this type of project would be beneficial for the community.

There being no one else present who wished to address the City Council, Mayor Thomas closed the public comment period at 6:42 pm.

SPECIAL RECOGNITIONS

BATTALION CHIEF CALVIN HORNE - NATIONAL FIRE ACADEMY EXECUTIVE FIRE OFFICER PROGRAM

City Manager Lipscomb stated that Chief Horne has recently completed the National Fire Academy's Executive Fire Office Program. This is part of the City's Executive Leadership Program, where the City is sending its Fire and Police officers to their respective programs. The Academy is designed to provide Senior Fire Executives, Fire Chiefs, chief fire officers and others with key leadership training providing the ability to understand the need to transform fire and emergency service organizations from being reactive to proactive with an emphasis on leadership development, prevention and risk reduction and also transforming fire and emergency service organizations to reflect the diversity of America's communities, to appreciate the value of research and its application to the profession, and promote the value of lifelong learning.

Fire/Rescue Chief Eric Griffin offered his congratulations to Chief Horne, noting that he is one of six individuals in Greenville to have completed this program.

Mayor Thomas also offered congratulations to Chief Horne, stating it is always a great benefit to have individuals such as Chief Horne who bring that advanced knowledge back to Greenville.

MICHAEL DAIL AND CHIEF ERIC GRIFFIN - UNC SCHOOL OF GOVERNMENT'S MUNICIPAL ADMINISTRATION COURSE

City Manager Lipscomb next recognized Chief Griffin for having recently completed the UNC School of Government's Municipal Administration course, noting that Planner Michael Dail was unable to be here this evening. This curriculum addresses the administrative requirements of North Carolina's City and County Government and teaches students how



specific City and County services are organized and provided. Students learn to appreciate the interrelationships between different departments and how specific laws, programs and functions contribute to achieve the overall mission of the local government unit.

APPOINTMENTS

APPOINTMENTS TO BOARDS AND COMMISSIONS

Community Appearance Commission

Council Godley made a motion to reappoint Jorgette Mullins to a first three-year term that will expire April 2020. Council Member Connelly seconded the motion, which carried unanimously. Council Member Godley continued all remaining appointments.

Environmental Advisory Commission

Council Member Godley continued the appointments for all vacant seats.

Historic Preservation Commission

Mayor Pro-Tem Smith continued the appointments for all vacant seats.

Housing Authority

Council Member Glover made a motion to reappoint Gwendolyn Greene to a first five-year term that will expire May 2022. Mayor Pro-Tem Smith seconded the motion, which carried unanimously.

Mayor Pro-Tem Smith continued the appointment of remaining available seats.

Human Relations Council

Council Member Glover continued all appointments.

Pitt-Greenville Convention & Visitors Authority

Council Member Glover continued all appointments.

Planning & Zoning Commission

Council Member Glover made a motion to reappoint Christine Darden to serve a second three-year term that will expire June 2020. Mayor Pro-Tem Smith seconded the motion and it carried unanimously.

Council Member Godley made a motion to appoint William Bell to serve a first three-year term that will expire June 2020. Mayor Pro-Tem Smith seconded the motion and it carried unanimously.



With the appointment of William Bell, the Order of Elevations procedure was enacted as outlined in the City's Board & Commission Policy. Michael Overton was elevated to a regular member and Hap Maxwell was elevated to the Alternate 1 seat.

Police Community Relations Committee

Council Member Connelly continued the appointment for the District 5 seat.

Recreation & Parks Commission

Council Member Godley made a motion to reappoint Nicole Caswell to a first three-year term that will expire May 2020. Council Member Connelly seconded the motion, which carried unanimously.

Council Member Glover continued all remaining appointments.

Youth Council

Council Member Mercer continued all appointments.

OLD BUSINESS

ORDINANCE REQUESTED BY PATRICIA S. BOWEN, ET. AL., TO REZONE 84.533 ACRES LOCATED ALONG THE EASTERN RIGHT-OF-WAY OF CHARLES BOULEVARD AND ADJACENT TO GRACE CHURCH FROM RA20 (RESIDENTIAL-AGRICULTURAL) TO R6 (HIGH DENSITY MULTI-FAMILY) - 26.000 ACRES, R6S (RESIDENTIAL-SINGLE-FAMILY [MEDIUM DENSITY]) - 12.549 ACRES, R9S (RESIDENTIAL-SINGLE-FAMILY [MEDIUM DENSITY]) - 15.807 ACRES, R15S (RESIDENTIAL-SINGLE-FAMILY [LOW DENSITY]) - 21.887 ACRES, AND O (OFFICE) - 8.290 ACRES – (Ordinance No. 17-033)

City Attorney Dave Holec stated this item was heard at the March 20, 2017 City Council meeting and a public hearing was conducted at that time. Following the public hearing, the City Council went forward with discussion and motions. The first motion, which was to approve the rezoning request, failed by a 3 to 4 vote. By state statute, a motion to deny, which cites the basis of that denial, would be necessary if it was the City Council's intent to deny the rezoning request. This motion was made by Council Member Godley and seconded by Council Member Mercer. During discussion, a motion to table to May was made Council Member Smiley, seconded by Council Member Godley and was approved by unanimous vote.

As it now stands, City Attorney Holec stated the motion to deny, which was made at the March 20th meeting, is on the floor. The City Council could vote on that motion, or those who made the motion have the ability to withdraw. There could also be an amendment to



that motion. If the motion is approved, this matter is resolved; however, if it is denied, the City Council then has the ability to make another motion.

Council Member Godley stated he would withdraw this motion to deny so that the City Council may have further discussion on this matter.

Mayor Pro-Tem Smith asked to confirm recommendations from staff, which she believed were stated as being in compliance with Horizons 2026 for Tracts 1 and 2, and in general compliance for Tracts 3, 4 and 5, meaning staff has no specific objection to the zoning request.

Planner Chantae Gooby confirmed that was correct.

Council Member Smiley asked for clarification on traffic counts.

Planner Gooby stated the net increase is 1,600, with 60% moving north on Charles Boulevard going back toward the ECU campus and 40% traveling south.

Council Member Smiley asked about the capacity of the road.

Traffic Engineer Rik DiCesare stated the roadway capacity is 39,700, so inclusive of the additional trips, this represents about 57% of future capacity. He noted that the real world impact is in the daily peak hours, with the additional 1,600 trips adding about 160 vehicles during peak hours.

Council Member Connelly moved to adopt the ordinance to rezone 84.533 acres located along the eastern right-of-way of Charles Boulevard and adjacent to Grace Church from RA20 (Residential-Agricultural) to R6 (Residential [High Density Multi-family]) - 26.000 acres, R6S (Residential-Single-family [Medium Density]) - 12.549 acres, R9S (Residential-Single-family [Medium Density]) - 15.807 acres, R15S (Residential-Single-family [Low Density]) - 21.887 acres, and O (Office) - 8.290 acres. Council Member Smiley seconded the motion, which passed by unanimous vote.

Council Member Godley noted that this vote is not a referendum on student housing.

NEW BUSINESS

PUBLIC HEARINGS



ORDINANCE TO ANNEX OAKHURST PARK, LOT 7, INVOLVING 1.8430 ACRES LOCATED ALONG THE SOUTHERN RIGHT-OF-WAY OF EAST 10TH STREET AND 180 +/- FEET SOUTHEAST OF OAKDOWNE WAY – (Ordinance No. 17-034)

Planner Chantae Gooby showed a map depicting the proposed annexation area, which is located within Greenville Township in voting district #4. The property is currently vacant with no population, and no population is expected at full development. Current zoning is CH (Heavy Commercial), with the proposed use being 10,360 square feet of medical office space. Present tax value is \$362,320, with tax value at full development estimated at \$1,398,107.

Mayor Thomas declared the public hearing for the proposed annexation open at 7:12 pm and invited anyone wishing to speak in favor to come forward. Hearing no one, he then invited comment in opposition. Also hearing no one, Mayor Thomas closed the public hearing at 7:13 pm.

Council Member Connelly moved to adopt the ordinance to annex Oakhurst Park, Lot 7, involving 1.8430 acres located along the southern right-of-way of East 10th Street and 180+/- feet southeast of Oakdowne Way. Mayor Pro-Tem Smith seconded the motion, which passed by unanimous vote.

ORDINANCE REQUESTED BY FOSS ENTERPRISES, INCORPORATED, TO REZONE 11.396 ACRES LOCATED ALONG THE NORTHERN RIGHT-OF-WAY OF DICKINSON AVENUE EXTENSION AND 600 +/- FEET SOUTHWEST OF FROG LEVEL ROAD FROM GC (GENERAL COMMERCIAL – PITT COUNTY ZONING) TO CH (HEAVY COMMERCIAL – CITY ZONING) – (Ordinance No. 17-035)

Planner Chantae Gooby stated Foss Enterprises, Inc. have requested to rezone 11.396 acres located along the northern right-of-way of Dickinson Avenue Extension and 600+/- feet southwest of Frog Level Road from GC (General Commercial-Pitt County Zoning) to CH (Heavy Commercial-City zoning).

The Future Land Use and Character Map recommends C (Commercial) at the northwestern corner of the intersection of Dickinson Avenue Extension and Frog Level Road, transitioning to IL (Industrial/Logistics) to the north. Further, potential PCOS (Conservation/Open Space) is recommended in this area.

The present use of this property is LKQ Pick Your Part. Since the property is already developed and a change of use is not anticipated, a traffic volume report was not generated.

The property was annexed into the City effective June 30, 2017, thereby necessitating City zoning. The property is impacted by the Southwest Bypass project and the widening of Dickinson Avenue Extension. There are no known historical designations on the site, nor are there any known environmental conditions/constraints.



Surrounding land uses and zoning are as follows:

North: GC (County zoning) - Farmland

South: CG (City zoning) –Scap Metal Co., GUC Utility Substation, Archie’s Steel Service and American Builders

East: GC (County zoning) - Farmland

West: rr (County zoning) - Farmland

Ms. Gooby stated that, in staff's opinion, the request is in compliance with Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map. "In compliance with the comprehensive plan" should be construed as meaning the requested zoning is (i) either specifically recommended in the text of the Horizons Plan (or addendum to the plan) or is predominantly or completely surrounded by the same or compatible and desirable zoning and (ii) promotes the desired urban form. The requested district is considered desirable and in the public interest, and staff recommends approval of the requested rezoning.

Ms. Gooby stated the Planning and Zoning Commission voted to recommend approval of the request at its April 18, 2017, meeting.

Mayor Thomas declared the public hearing for the proposed rezoning open at 7:15 pm and invited anyone wishing to speak in favor to come forward. Hearing no one, he then invited comment in opposition. Also hearing no one, Mayor Thomas closed the public hearing at 7:15 pm.

Council Member Connelly moved to adopt the ordinance to rezone 11.396 acres located along the northern right-of-way of Dickinson Avenue Extension and 600+/- feet southwest of Frog Level Road from GC (General Commercial-Pitt County Zoning) to CH (Heavy Commercial-City zoning). Council Member Smiley seconded the motion, which passed by unanimous vote.

ORDINANCE REQUESTED BY THE WODA GROUP, INCORPORATED, TO REZONE 5.50 ACRES LOCATED ALONG THE SOUTHERN RIGHT-OF-WAY OF BELLS FORK ROAD AT ITS INTERSECTION WITH SOUTHRIDGE DRIVE FROM RA-20 (RESIDENTIAL-AGRICULTURAL) TO R6 (RESIDENTIAL [HIGH DENSITY MULTI-FAMILY])

This item was withdrawn by the applicant and vote of City Council on May 8, 2017.

ORDINANCE TO AMEND THE ZONING ORDINANCE TO INCREASE THE MAXIMUM HEIGHT FOR DISTRIBUTED ANTENNA SYSTEMS (DAS) IN THE CD (DOWNTOWN COMMERCIAL) DISTRICT FROM 25 FEET TO 35 FEET – (Ordinance No. 17-036)



Chief Planner Tom Weitnauer stated that, on December 8, 2016, the City Council adopted Ordinance No. 16-066 to add distributed antenna systems (DAS) to the table of uses and establish placement and aesthetic review criteria for certain zoning districts. Under the existing ordinance, the maximum height limit for DAS equipment in the CD district is 25 feet, while the maximum height limit for DAS equipment in other zoning districts, located within right-of-way, on City-owned infrastructure, on Greenville Utilities Commission-owned infrastructure and/or on City property is 35 feet.

Chief Planner Weitnauer stated the Public Works Department administers the application intake and permitting functions for proposed DAS equipment. Their staff have requested this text amendment after determining that most light poles in the CD district are 30 feet tall which greatly limits where DAS may be proposed for review and approval. The Planning and Zoning Commission voted to recommend approval of the request at its April 18, 2017, meeting.

Mayor Thomas declared the public hearing for the proposed amendment open at 7:16 pm and invited anyone wishing to speak in favor to come forward. Hearing no one, he then invited comment in opposition. Also hearing no one, Mayor Thomas closed the public hearing at 7:17 pm.

Council Member Connelly moved to amend the zoning ordinance to increase the maximum height for Distributed Antenna Systems (DAS) in the CD (Downtown Commercial) district from 25 feet to 35 feet. Council Member Smiley seconded the motion, which passed by unanimous vote.

ACCEPTANCE OF BUILDING REUSE GRANT FOR CAREMASTER, LLC

Senior Economic Developer Christian Lockamy stated the North Carolina Department of Commerce Rural Economic Development Division approved a Building Reuse Grant in the amount of \$150,000 for Caremaster, LLC. At its February 6, 2017 meeting, the City Council passed a resolution in support of this grant application, agreeing to fund the 5% local government match, which equates to \$7,500.

Caremaster, LLC is a full-service fire and water restoration company that works with property owners to restore their properties to pre-disaster conditions. The company will create 15 new full-time jobs with an average annual salary of \$39,797, and invest over \$600,000 in renovations to the old Grainger building at 601 Dexter Street.

The City's 5% matching payment represents a local economic development incentive pursuant to North Carolina G.S. §158-7.1. It is offered in consideration of the expected public benefits accrued as a result of the project for job creation. Under North Carolina state law, a public hearing is required prior to consideration of such incentives.



Mayor Thomas declared the public hearing for the proposed grant open at 7:19 pm and invited anyone wishing to speak in favor to come forward. Hearing no one, he then invited comment in opposition. Also hearing no one, Mayor Thomas closed the public hearing at 7:20 pm.

Council Member Connelly moved to approve the economic development incentive for Caremaster, LLC in the amount of \$7,500. Council Member Godley seconded the motion, which passed by unanimous vote.

OTHER ITEMS OF BUSINESS

PRESENTATION OF THE PROPOSED FISCAL YEAR 2017-2018 OPERATING BUDGET FOR THE FOLLOWING ENTITIES: (A) PITT-GREENVILLE CONVENTION & VISITORS AUTHORITY, (B) SHEPPARD MEMORIAL LIBRARY AND (C) GREENVILLE UTILITIES COMMISSION

Pitt-Greenville Convention & Visitors Authority

Executive Director Andrew Schmidt briefly reviewed the mission of the Convention and Visitors Authority (CVA), which is to foster an environment of superior travel and tourism experiences. They strive to do this, regardless of the reason a person is traveling to Greenville.

Executive Director Schmidt explained their strategic goals, which is the basis for their proposed budget for the coming year:

- Increase convention sales/citywide conferences and events achieving both micro and macro goals
- Grow the number of sports tournaments per year and encourage economic development of sporting facilities
- Become a more recognizable entity while increasing the recognition of the value of the economic impact of tourism
- Develop positive and reciprocal relationships with media and travel writers from outside Greenville and Pitt County
- Increase leisure travel to Greenville and Pitt County

Executive Director Schmidt stated that he feels they are heading in the right direction. In 2011, \$194 million in tourism dollars was generated in Greenville and Pitt County and over the past 5 years that number has grown to over \$220 million.



Executive Director Schmidt noted the CVA does not receive any ad valorem tax revenues. All revenues received come from the hotel/motel occupancy tax, which is increasing. He noted that there are 100 Airbnb's in Pitt County now, and they contribute to that tax as well. There is no City or County supplement, nor do they receive any revenue from memberships.

Executive Director Schmidt stated tax revenues are up 19% over last fiscal year, and they are conservatively projecting an 11% increase for FY2017-2018. He noted that current year numbers are impacted by Hurricane Matthew because many people were displaced from their homes and had to stay in hotels, but much of the revenue also comes from tournaments and events held here. Hotels are seeing higher average daily rates and higher revenue per available room.

Executive Director Schmidt stated the proposed CVA budget for FY2017-2018 is set at \$1,228,484.45. Projected tax collections, with the anticipated 11% increase, are at \$1,061,783.19, with remaining funding coming from \$60.48 interest and \$166,640.78 from fund balance. For every 1% that they go above the projected 11% increase, that will mean \$9,500 less that will come from fund balance.

Executive Director Schmidt then reviewed some of the highlights from CVA's plans for the coming year:

- Increase in Marketing
- Increase in Advertising
- Video Projects
- Beer and Barbecue Trail
- Media Missions/Consumer Based Shows
- Staff Education

Executive Director concluded by noting that 1% of the 3% that CVA collects goes to the Convention Center for marketing and this is paid on a monthly basis. The amount projected for the coming year is \$353,927.73 based on the expected 11% increase.

Sheppard Memorial Library

Executive Director Greg Needham introduced Dr. Terry Atkinson, Chair of the Sheppard Memorial Library Board of Trustees, who thanked the City Council for their ongoing support since 1930. This longstanding relationship has allowed the Library to provide vital services in support of literacy, computer literacy and lifelong learning. The Library continues to develop and enhance its program offerings to meet the growing needs of Greenville's citizens. Library use continues to grow, with a dramatic 8.3% increase in Library visits and 2.8% more books checked out in the past fiscal year. Even more impressive has been a 50% increase in participation in reading-centered programming



including 32,795 participants. The Library continues to expand partnerships and collaboration across the community, resulting in increased access and expanded services for the public. Free basic and jobs-related computer skills classes taught at the Library by the Literacy Volunteers of Pitt County continue to have a significant impact. The Library has also expanded access to the Library's resources by ensuring all students in Greenville and Pitt County are registered for online Sheppard Memorial Library borrower cards. The Library is also working with the Early Literacy Coalition and Books from Birth of Eastern North Carolina with a goal of substantially increasing reading aloud to children from birth, which has the ability to dramatically impact brain and language development in those children.

Executive Director Needham stated the Library's revenue target for the City for the coming year is \$1,232,969, which will support a 3% market/merit adjustment, a 7% increase in health insurance costs and a 4% increase in dental insurance costs. He briefly summarized the Library's complete revenue picture and explained how that funding will be used, as shown in the illustrations below:

REVENUES	2017-2018 Budget
City of Greenville	\$1,232,969
County of Pitt	\$598,529
County: Bethel/W'ville	\$12,000
Town of Bethel	\$30,315
Town of Winterville	\$167,780
State Aid	\$191,774
Greenville Housing Authority	\$10,692
Interest Income	\$1,000
Library Generated	\$160,275
Capital Income	\$0
Fund Balance	\$26,964
TOTAL	\$2,432,280



EXPENDITURES	2017-2018 SML Budget
Personnel	\$1,610,626
Operations	\$810,692
Housing Authority	\$10,692
Capital Expense	\$0
Grant Project	\$0
TOTAL	\$2,432,280

Executive Director Needham thanked the City Council for everything the City has done and continues to do to help the Library make a difference in Greenville and Pitt County.

Greenville Utilities Commission

Chief Executive Officer/General Manager (CEO/GM) Tony Cannon gave a brief review of the current year Greenville Utilities Commission (GUC) budget, noting that all funds are balanced and calling attention to the 3.5% reduction in the Purchased Power Rate effective April 1st. CEO/GM Cannon stated the reduction equates to about \$4.00 per month for the average residential household.

CEO/GM Cannon stated the City Council would be receiving their annual budget amendments for both their operating and capital budgets at an upcoming meeting. This year will show a reduction of a little over \$4 million in the overall budget due to having not sold as much natural gas as would typically be sold in a normal year. This has been an unusual year for weather, particularly as it relates to heating.

CEO/GM Cannon stated GUC has four capital projects which will be amended this year, one of which is the new operations center. A budget was approved which allowed them to go ahead and purchase the property. They have closed on the property now and entered into



contracts to start the design. Within the next 12 months, they hope to begin construction and will be amending that budget by about \$40 million.

For the Water Treatment Plant Upgrade, preliminary design has now been completed and that budget will be amended to move into final design to determine how to phase the work with minimal impact to rates going forward.

The bids on the Harris Mill Run Interceptor came in high earlier this year, and that work has since been re-bid. Those bids came in \$200,000 lower than initial bids, but still over budget by about \$600,000. This is the interceptor that serves the hospital and the entire medical district. The wastewater pump station out there has already been upgraded, as has the force main, in previous capital projects, so this work is needed for that area to continue to grow.

The Candlewick Sanitary Sewer Project Budget is being amended by \$100,000 to cover The anticipated increased cost of the bids there.

CEO/GM Cannon said he feels the FY2017-2018 Budget is good news all the way around. GUC has been able to defer all forecast rate increases, while maintaining the 3.5% rate reduction which became effective April 1st.



Purchased Power Adjustment (PPA) Reduction

- PPA Reduction – Effective April 1, 2017
- NCEMPA wholesale purchased power adjustment reduction of 4.5% to GUC
- Provides a 3.5% reduction in retail rate for the typical residential customer
- Retail rate includes purchased power plus other operational items to maintain system and services - (power lines, poles, transformers, materials, employees)



CEO/GM Cannon stated that the cumulative decreases seen by customers over the last 3 years amounts to 14.5%. He then provided graphs illustrating how GUC's rates compare with surrounding and peer cities, noting that GUC is well below the median.



CEO/GM Cannon stated there are continuing budgetary challenges.

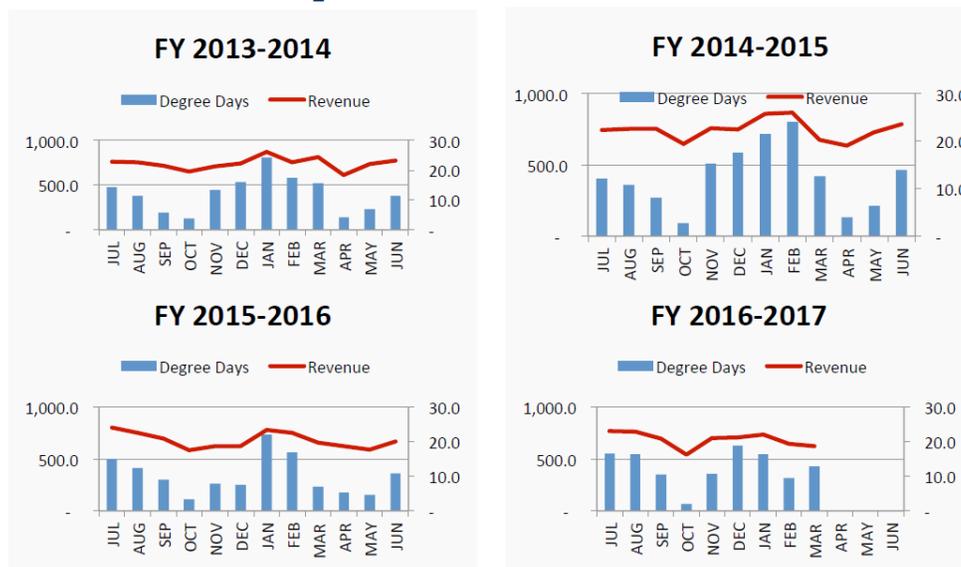
- Economy/Growth
- Infrastructure Needs
- Operating Costs
- Weather

Growth across all four utilities has averaged about .5% per month from March 2017 to March 2017. New connections in 2017 are down quite a bit, which CEO/GM Cannon feels is attributable to their using up the inventory they had for new construction.

CEO/GM Cannon showed the correlation between weather degree days and revenues, stating that is why they have begun weather normalizing their budget.



Weather Impact on Revenue

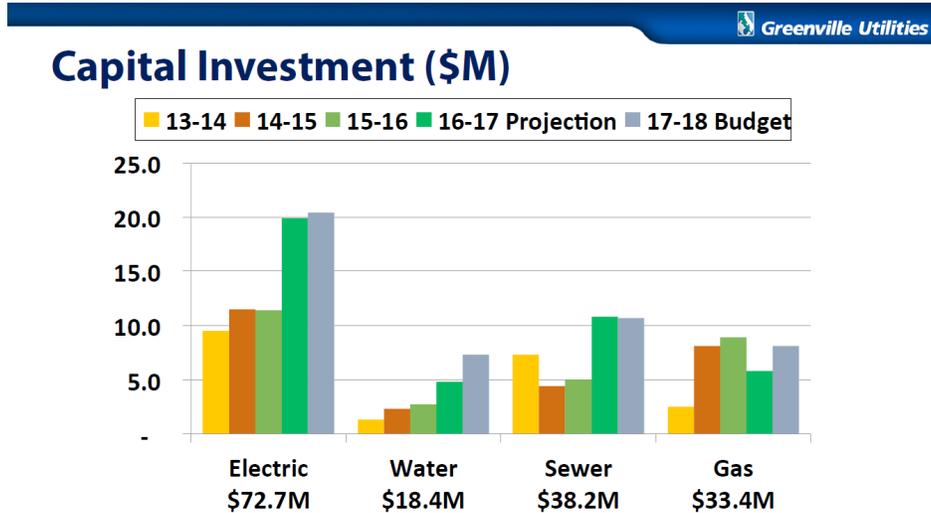


CEO/GM Cannon stated this is the best tool they have, particularly when there are years like this year where the weather is not normal. It is based on a mix between the 6-year average and 30-year average degree days. That is correlated to consumption per degree day over the last five years and used to forecast going forward.

CEO/GM Cannon stated they must prioritize their capital investments. They have \$220+ million over the next five years to work on. The timing is critical because it is bad for GUC's customers if they get too far ahead, but it is bad for the community if they are too far



behind on infrastructure. They must work to improve efficiencies while managing expenditures. He then discussed their capital investment over the past five years.



CEO/GM Cannon stated their investment is measured in two main categories. One of those is the degree of asset depreciation, which measures the age of the system. The other is the capital spending ratio, which measures investment in capital assets compared to depreciation.

CEO/GM Cannon concluded his discussion of the current year budget with a summary of current year projections, noting this year is essentially a break-even budget.

<i>Fund</i>	<i>Revenues</i>	<i>Expenditures</i>	<i>Surplus/ Deficit</i>
Electric	\$178,337,208	\$178,044,911	\$292,297
Water	\$19,756,691	\$19,602,131	\$154,560
Sewer	\$22,748,015	\$22,597,200	\$150,815
Gas	\$32,143,691	\$32,088,182	\$55,509
Total	\$252,985,605	\$252,332,424	\$653,181



CEO/GM Cannon stated that most important is that GUC is achieving its key performance indicators or measures for the combined funds. This is what the rating agencies look at and GUC watches very closely. GUC will end this year close to where it has been for the last several years, which tells them they are performing about where they need to be.

CEO/GM Cannon stated GUC always starts its proposed budget with their mission: GUC is dedicated to enhancing the quality of life for those they serve by providing safe, reliable utility services at the lowest reasonable cost, with exceptional customer service. If what they are putting in the budget does not help to achieve that mission, it does not get done. GUC staff works closely with the Finance Committee and their Board to ensure that they are doing what needs to be done.

CEO/GM Cannon discussed their budget drivers:

- Infrastructure Repair and Replacement
- Purchased Commodities
- Debt Service
- Regulatory Compliance
- Chemicals and Fuel
- Utility Costs for Plant Operations

CEO/GM Cannon then reviewed GUC's budget goals:

- Meet customer needs
- Provide reliable utility services, at the lowest reasonable cost
- Position GUC to achieve greater efficiencies
- Continue to meet regulatory requirements
- Minimize rate increases
- Avoid future rate shock
- Ensure future financial viability of each fund
- Be operationally and financially prepared for emergency situations
- Be prepared for growth and expansion opportunities
- Preserve and/or improve bond ratings

CEO/GM Cannon stated the balancing process for the budget addressed several areas, including review and analysis of the following:

- All four funds will be self-supporting in order to meet future financial challenges as individual funds on a sustained basis
- Continued investment in infrastructure
- Additional debt service requirements
- Appropriate timing of expenditures for capital projects
- Revenues



- Personnel and staffing
- Cost saving opportunities
- Updating financial models while being cognizant of any rate adjustments that were proposed last year for the upcoming fiscal year

Highlights of the FY2017-2018 operating budget include:

- Expenditures budgeted for FY2017-2018 have decreased by 2.7% or \$6.95 million when compared to the FY2016-2017 budget. Key drivers are:
 - \$5.7 million decrease in purchased commodities costs (electricity and gas)
 - \$3 million decrease in transfer to rate stabilization
 - \$1 million decrease in transfer to designated reserve
 - \$1.5 million increase in transfer to capital projects
 - \$1.2 million increase in operations
- No rate adjustment for the Electric Fund, however, the budget does reflect the 3.5% decrease that went into effect April 1, 2017 through the purchased power adjustment due to a wholesale decrease of 4.5%. The 3.5% rate decrease provides a \$4.00 per month decrease to the typical residential bill. This rate reduction marks the third time the rates have been reduced since the sale of NCEMPA assets providing residential customers a cumulative rate reduction of 14.5% over the last three years. The cumulative savings for the typical residential customer using 1,000 kWh over a 3-year period will be approximately \$500.
- No rate adjustment for the Water Fund; the 7.4% projected rate adjustment is deferred
- No rate adjustment for the Sewer Fund; the 8.4% projected rate adjustment is deferred
- No rate adjustment for the Gas Fund; the 1.6% projected rate adjustment is deferred (other than purchased gas adjustments as needed)
- Funding for the employee market adjustment at 1.7%, or \$483,000, effective July 1, 2017
- Funding for the employee merit program at 1.5%, or \$394,000, effective July 1, 2017
- Continuation of a self-insured health insurance plan, which includes a high deductible Health Savings Account option
- Continuation of self-insured dental insurance plan
- Funding to bring replacements on board prior to the retirement of key personnel in order to facilitate succession planning, leverage the knowledge and experience of long-term employees for training on critical issues and ensure smooth transitions
- Existing positions have been reallocated and seven permanent positions have been added to appropriately respond to needs within the combined enterprise operation
- Prefunding for Other Post-Employment Benefits - \$500,000
- Investment of \$9.67 million for capital outlay in order to maintain system reliability and comply with regulatory requirements in the combined enterprise operation
- Annual turnover or transfer of \$6.6 million to the City in accordance with the Charter issued by the NC General Assembly



CEO/GM Cannon stated GUC continues to make investments in capital projects to maintain reliability, meet ongoing regulatory requirements and remain strategically positioned to facilitate growth. To that end, GUC will be establishing capital projects totaling \$21.58 million.

The FY2017-2018 balanced budget controls costs while continuing to provide the high level of service its customers expect. The budget is balanced and includes key components to position GUC for long-term sustainability and growth. By focusing on business fundamentals, this budget helps establish the foundation for providing safe and reliable service at the lowest reasonable cost to GUC's customers for the future.

CONTRACT AWARD FOR CONSTRUCTION DOCUMENTS FOR THE TOWN COMMON SYCAMORE HILL MEMORIAL GATEWAY PLAZA AND RESTROOM FACILITY

Parks Planner Lamarco Morrison stated this project when through an RFQ (Request for Quote) process to select a design professional. Through that process, the design team led by Rhodeside and Harwell, Inc. (RHI) was selected as the preferred firm for the project. RHI is partnering with Perkins and Will, an international, multi-discipline architectural firm specializing in historical interpretation. Perkins and Will staff includes Phil Freelon, who served as the Principal for the African American Museum project in Washington, DC. and worked on the Harvey Gant Center in Charlotte. Mr. Freelon will be an available resource for the gateway project at the Town Common.

A team of five City employees, all new to the evaluation process except for Tom Weitnauer in Community Development who has served previously, evaluated the bids. Based on a construction budget of \$2.1 million, RHI submitted a proposal of \$335,000 to complete construction and bid documents, which is consistent with the high end of the industry standard of 16% of construction.

Planner Morrison noted that the restroom facility was removed from RHI's scope of work. It seemed a design-build solution would be better as it would lower the cost of the project and allow the City to fast-track the work. After speaking to a couple of local architects, there is confidence that the facility can be built for \$300,000 or less. He recommended approval of the contract with RHI.

Upon motion by Mayor Pro-Tem Smith and second by Council Member Glover, the City Council voted unanimously to authorize the City Manager to negotiate and enter into a contract with Rhodeside and Harwell, Inc. for professional services related to the Sycamore Hill Memorial Gateway Plaza.



CITY MANAGER'S REPORT

City Manager Lipscomb asked Human Resources Director Leah Futrell to provide an update on the search processes for a new City Manager and City Attorney.

Director Futrell stated Slavin Management Consultants was engaged to conduct a national search for candidates to fill the City Manager's position, with City Manager Lipscomb's retirement effective September 1, 2017. The application deadline for acceptance of resumes was March 27, 2017, with a total of 41 resumes submitted from well-qualified applicants. That list was narrowed first to semi-finalist candidates, and has been further narrowed to finalist candidates. The Consultant and his team are currently conducting in-depth screenings of those finalists, to include background and reference checks. Interviews by the City Council on June 3, 2017 will be the next step. Director Futrell stated she would work with the Consultant to establish a specific schedule.

Director Futrell stated that City Attorney Holec submitted his notice of retirement effective November 1, 2017 at Monday night's Council meeting, and direction was given to Human Resources to commence the search process for his replacement. She stated she has prepared a draft recruitment and selection schedule, which she will email to the City Council for review. The position will be posted no later than June 1, 2017, with closing around the middle of July. Director Futrell stated she would coordinate with the City Clerk to schedule a date in early August to review and short-list the candidates, in anticipation of interviews being conducted in late August or early September. Human Resources will conduct all necessary reference and background checks so that an offer can be extended to the selected candidate around mid-September. This would allow the successful candidate time to tender his/her resignation from current employment in anticipation of coming on board with the City by November 1, 2017.

Mayor Pro-Tem Smith asked how elected officials could share what they are looking for in a City Attorney so that candidates they may be interested in are not excluded in the short-listing process.

Director Futrell stated there are steps to address that in the recruitment schedule that will be emailed to the City Council.

COMMENTS FROM THE MAYOR AND CITY COUNCIL

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



ADJOURNMENT

Council Member Smiley moved to adjourn the meeting, seconded by Council Member Mercer. There being no further discussion, the motion passed by unanimous vote and Mayor Thomas adjourned the meeting at 9:06 pm.

Respectfully submitted,

A handwritten signature in black ink that reads "Carol L. Barwick".

Carol L. Barwick, CMC
City Clerk



PROPOSED MINUTES
SPECIAL MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
SATURDAY, JUNE 3, 2017

Having been properly advertised, a special meeting of the Greenville City Council was held on Saturday, June 3, 2017 at 8:00 am in the Hilton Boardroom, 207 SW Greenville Boulevard, with Mayor Allen M. Thomas presiding. The meeting was called to order at 8:12 am.

Those Present:

Mayor Allen M. Thomas; Mayor Pro-Tem Kandie Smith; and Council Members Rose H. Glover, McLean Godley, Rick Smiley, P. J. Connelly and Calvin R. Mercer

Those Absent:

None

Also Present:

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

APPROVAL OF THE AGENDA

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

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

PUBLIC COMMENT PERIOD

Mayor Thomas opened the public comment period at 8:13 am; however, no one was present to speak. He then closed the public comment period at 8:14 am.



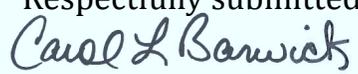
CLOSED SESSION

Council Member Mercer moved to enter closed session in accordance with G.S. §143-318.11(a)(6) for the purpose of considering the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer of employee. Council Member Smiley seconded the motion, which passed by unanimous vote. Mayor Thomas declared the City Council in closed session at 8:15 am.

Upon conclusion of closed session discussion, motion was made by Council Member Smiley and seconded by Council Member Connelly to return to open session. Motion was approved unanimously, and Mayor Thomas returned the City Council to open session at 5:09 pm.

RECESS

Council Member Smiley then moved to adjourn the meeting, seconded by Council Member Mercer. There being no discussion, the motion to adjourn passed by unanimous vote and Mayor Thomas adjourned the meeting at 5:10 pm.

Respectfully submitted,

Carol L. Barwick, CMC
City Clerk



PROPOSED MINUTES
SPECIAL MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, JUNE 12, 2017

Having been properly advertised, a special meeting of the Greenville City Council was held on Monday, June 12, 2017 in Conference Room 337 at City Hall, with Mayor Allen M. Thomas presiding. The meeting was called to order at 5:15 pm.

Those Present:

Mayor Allen M. Thomas; Mayor Pro-Tem Kandie Smith; and Council Members Rose H. Glover, McLean Godley, Rick Smiley, P. J. Connelly and Calvin R. Mercer

Those Absent:

None

Also Present:

City Attorney David A. Holec and Human Resources Director Leah Futrell

APPROVAL OF THE AGENDA

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

PUBLIC COMMENT PERIOD

Mayor Thomas opened the public comment period at 5:17 pm; however, no one was present to speak. He then closed the public comment period at 5:18 pm.

CLOSED SESSION

Council Member Mercer moved to enter closed session in accordance with G.S. §143-318.11(a)(6) for the purpose of considering the qualifications, competence,



performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer of employee. Council Member Smiley seconded the motion, which passed by unanimous vote. Mayor Thomas declared the City Council in closed session at 5:19 pm.

Upon conclusion of closed session discussion, motion was made by Council Member Smiley and seconded by Council Member Godley to return to open session. Motion was approved unanimously, and Mayor Thomas returned the City Council to open session at 6:29 pm.

RECESS

Council Member Godley then moved to recess the meeting to Wednesday, June 14, 2017 at 7:00 pm in Conference Room 337 at City Hall. Council Member Smiley seconded the motion, which passed by unanimous vote. Mayor Thomas declared the meeting in recess at 6:30 pm.

Respectfully submitted,
Carol L. Barwick

Carol L. Barwick, CMC
City Clerk



PROPOSED MINUTES
SPECIAL MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
WEDNESDAY, JUNE 14, 2017
CONTINUED FROM MONDAY, JUNE 12, 2017

Having been properly advertised, a special meeting of the Greenville City Council was held on Monday, June 12, 2017 in Conference Room 337 at City Hall and was recessed at 6:30 pm. Said meeting was reconvened on Wednesday, June 14, 2017 at 7:00 pm, with Mayor Allen M. Thomas presiding.

Those Present:

Mayor Allen M. Thomas; Mayor Pro-Tem Kandie Smith; and Council Members Rose H. Glover, McLean Godley, Rick Smiley, P. J. Connelly and Calvin R. Mercer

Those Absent:

None

Also Present:

City Attorney David A. Holec, City Clerk Carol L. Barwick and Human Resources Director Leah Futrell

As this was a continuation of a previous meeting at which the agenda was already approved and a public comment period was held, the City Council moved directly into closed session.

CLOSED SESSION

Council Member Godley moved to enter closed session in accordance with G.S. §143-318.11(a)(6) for the purpose of considering the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee. Council Member Smiley seconded the motion, which passed by unanimous vote. Mayor Thomas declared the City Council in closed session at 7:02 pm.

Upon conclusion of closed session discussion, motion was made by Council Member Smiley and seconded by Mayor Pro-Tem Smith to return to open session. Motion was approved unanimously.

Mayor Thomas declared the City Council in open session at 7:14 pm and called a brief recess to allow Council Members time to relocate to Conference Room 337 where they would reconvene upon the conclusion of an ongoing Recreation and Parks Commission meeting.



OPEN SESSION

Mayor Thomas reconvened the meeting at 7:34 pm.

City Attorney Dave Holec announced that a national search for a city manager was conducted by Slavin Management Consultants, a firm specializing in government executive searches. The City Council conducted interviews with the finalists for the city manager position on Saturday, June 3, 2017. All of the finalists were well qualified individuals who most closely met the criteria established for the position by City Council. The City Council has selected the person who it will appoint as City Manager and an agreement has been prepared based upon City Council's directions.

The person selected for the city manager position is Ann E. Wall. Ms. Wall is currently serving as an Assistant City Manager of the City of Charlotte. She has 30 years of progressively responsible experience in municipal administration. She earned a Bachelor in City Planning from the University of Virginia and a Master of Public Administration from the University of North Carolina.

The agreement contains the terms and conditions of Ms. Wall's employment. It generally conforms with the memorandum of agreement which the City had with soon to be retired City Manager Barbara Lipscomb. It provides that Ms. Wall is employed as City Manager and is to perform the functions and duties of the City Manager as set forth in the General Statutes, City Charter and other legally permissible duties and functions as assigned by City Council. The effective date of employment will be August 1, 2017, with an initial base salary of \$192,764.

The agreement establishes benefits which are to be received such as vacation and sick leave, retirement, automobile, and moving and relocation expenses reimbursement. It provides and complies with the North Carolina law in that she will serve at the pleasure of City Council. There is a provision for a severance payment if terminated from employment when the termination is not for cause as defined by the agreement. It requires, in compliance with the City Charter, that she reside within the corporate limits of the City, and it also provides for an annual establishment of goals and objectives and an annual performance review. It does contain other provisions related to the terms and conditions of service as City Manager.

Upon motion by Council Member Smiley and second by Council Member Godley, the City Council voted unanimously to appoint Ann E. Wall as City Manager of the City of Greenville effective August 1, 2017, with the salary of \$192,764, and to approve the agreement with Ann E. Wall.

Council Member Godley stated he appreciates Mayor Allen Thomas' hard work on behalf of the City of Greenville and wished him well on his new endeavor as Executive Director for



the Global TransPark. He nominated Mayor Pro-Tem Kandie Smith as Mayor Thomas' successor.

City Attorney Holec noted it would be necessary for the City Council to formally accept Mayor Thomas' letter of resignation before a replacement could be appointed.

ADJOURNMENT

Council Member Mercer moved to adjourn the meeting, seconded by Council Member Glover. There being no further discussion, the motion passed by unanimous vote and Mayor Thomas adjourned the meeting at 7:37 p.m.

Respectfully submitted,

Carol L. Barwick, CMC
City Clerk



PROPOSED MINUTES
SPECIAL MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, JUNE 26, 2017

Having been properly advertised, a special meeting of the Greenville City Council was held on Monday, June 26, 2017 in the Council Chambers at City Hall, with Mayor Allen M. Thomas presiding. The meeting was called to order at 8:11 pm.

Those Present:

Mayor Allen M. Thomas and Council Members Rose H. Glover, McLean Godley, P. J. Connelly and Calvin R. Mercer

Those Absent:

Mayor Pro-Tem Kandie Smith and Council Member Rick Smiley

Also Present:

City Attorney David A. Holec and City Clerk Carol L. Barwick

APPROVAL OF THE AGENDA

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

PUBLIC COMMENT PERIOD

Mayor Thomas opened the public comment period at 8:12 pm; however, no one was present to speak. He then closed the public comment period at 8:13 pm.

NEW BUSINESS

TO ACCEPT THE RESIGNATION OF MAYOR ALLEN M. THOMAS.



City Attorney Dave Holec stated the purpose of this item is Mayor Thomas to officially tender his resignation and for the City Council to accept it.

Mayor Thomas then read the following letter:

P.O. Box 7207
Greenville, NC 27835
www.greenvillenc.gov



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

ALLEN M. THOMAS
MAYOR
CITY OF GREENVILLE

June 26, 2017

City Council Members
City of Greenville
PO Box 7207
Greenville, NC 27835-7207

Ladies and Gentlemen:

It has been the greatest honor to serve the citizens of the City of Greenville and work with you as a Council.

I hereby submit my resignation from the office of Mayor of the City of Greenville, effective at 8:00 AM on Wednesday, June 28, 2017.

Sincerely,

Allen M. Thomas
Mayor

Mayor Thomas stated he loves this community and loves this City, and this has been the best six years of his life. It has been a great and wonderful growing experience. He is not leaving the community, and hopes to continue to be involved on a board or commission. He has been called to duty in a different direction and mission for Eastern North Carolina, and could not turn that opportunity down. It has been a great pleasure to serve with the members of this Council and past Councils, as well as all of the citizens that have been involved. Greenville is on a good path, but everyone must stay vigilant and work together. Greenville is a diverse City and must continue to work on all its challenges together, whether on the City Council or not. Mayor Thomas said he is confident this Council, and those who will take leadership going forward, will do a great job.



Upon motion by Council Member Godley and second by Council Member Mercer, the City Council voted unanimously to accept the resignation of Mayor Allen M. Thomas, effective at 8:00 am on Wednesday, June 28, 2017.

TO CONFER UPON THE MAYOR PRO-TEM THE POWERS AND DUTIES OF THE MAYOR DURING THE PERIOD BETWEEN THE EFFECTIVE DATE OF THE RESIGNATION OF MAYOR THOMAS AND THE EFFECTIVE DATE OF THE APPOINTMENT BY CITY COUNCIL OF A PERSON TO FILL THE VACANCY OF THE OFFICE OF MAYOR.

City Attorney Holec stated this item is included because the statutes provide that, in the absence of the Mayor, the Mayor Pro-Tem presides at Council meetings and City Council may confer on the Mayor Pro-Tem any of the powers and duties of the Mayor. This action is necessary to confer these powers, with the most important reason being to have someone with the Mayor's powers during emergency situations. Other powers would include being able to issue proclamations, being able to make certain appointments when vacancies occur, receiving service of legal papers and representing the City at ceremonial events. This would be in effect from the effective date of the Mayor's resignation until such time as City Council appoints a new Mayor to fill that vacancy for the remainder of the current term.

Upon motion by Council Member Mercer and second by Council Member Mercer, the City Council voted unanimously to confer upon the Mayor Pro-Tem the powers and duties of the Mayor during the period beginning with the effective date of Mayor Thomas' resignation until such time as City Council appoints a person to fill the vacancy in the Office of Mayor.

Council Members and staff expressed their appreciation for Mayor Thomas' work as Mayor and wished him well in his new endeavor.

ADJOURN

Council Member Mercer moved to adjourn the meeting, seconded by Council Member Godley. There being no further discussion, the motion passed by unanimous vote and Mayor Thomas adjourned the meeting at 8:27 pm.

Respectfully submitted,

Carol L. Barwick, CMC
City Clerk



PROPOSED MINUTES
SPECIAL MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
THURSDAY, JULY 6, 2017

Having been properly advertised, a special meeting of the Greenville City Council was held on Thursday, July 6, 2017 in the Council Chambers at City Hall, with Mayor Pro-Tem Kandie D. Smith presiding. The meeting was called to order at 6:00 pm, at which time Reverend Dr. Laticia Hill Godette of York Memorial AME Zion Church gave the invocation, followed by the Pledge of Allegiance.

Those Present:

Mayor Pro-Tem Kandie Smith and Council Members Rose H. Glover, McLean Godley, Rick Smiley, P. J. Connelly and Calvin Mercer

Those Absent:

None

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

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

PUBLIC COMMENT PERIOD

Mayor Pro-Tem Smith opened the public comment period at 6:06 pm, inviting anyone present who wished to address the City Council to do so at that time.

Justin Smithwick – 707 Dickinson Avenue – Greenville

Mr. Smithwick said he assumes everyone has heard of the Brunch Bill – HB155, which was passed recently to allow for early Sunday morning alcohol sales, but only if approved at the municipal level. Carrboro and Raleigh have already taken action and Greenville often follows in the wake of Wake County. He feels if Greenville can move this along quickly, it will help to increase tourism and result in a positive economic impact. In full disclosure, he stated he owns a bar, but he will not be opening at 10:00 am on Sundays in order to benefit from this, but he believes in a rising tide to raise all boats and this is a rising tide bill.



Hearing no one else who wished to address the City Council, Mayor Pro-Tem Smith closed the Public Comment period at 6:09 pm.

NEW BUSINESS

APPOINTMENT OF A PERSON TO FILL THE VACANCY IN THE OFFICE OF THE MAYOR.

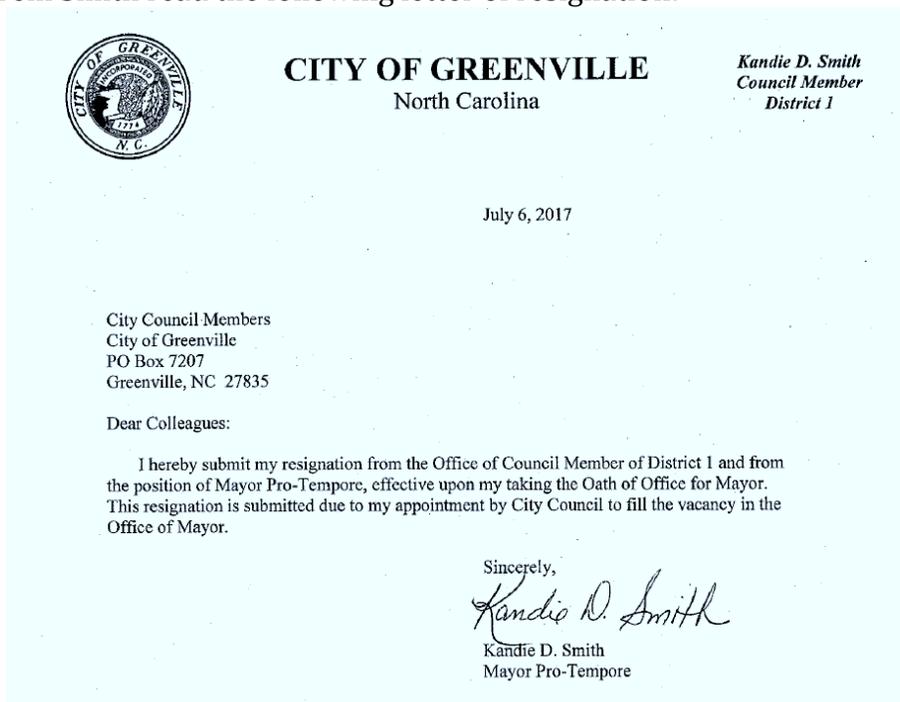
City Attorney Dave Holec explained procedures which should be followed in nomination and appointment of a person to fill the vacancy in the Office of the Mayor.

Council Member Godley nominated Mayor Pro-Tem Kandie D. Smith to fill the vacancy in the Office of the Mayor.

Upon motion by Council Member Smiley and second by Council Member Mercer, the nomination period was closed and the City Council voted unanimously to appoint Kandie D. Smith to fill the vacancy in the Office of the Mayor.

IF A COUNCIL MEMBER IS APPOINTED TO FILL THE VACANCY IN THE OFFICE OF THE MAYOR, ACCEPTANCE OF THE RESIGNATION OF THE COUNCIL MEMBER FROM THE OFFICE OF THE COUNCIL MEMBER EFFECTIVE UPON THE ADMINISTRATION OF THE OATH OF OFFICE FOR MAYOR.

Mayor Pro-Tem Smith read the following letter of resignation:





Upon motion by Council Member Smiley and second by Council Member Godley, the City Council voted unanimously to accept the resignation of Mayor Pro-Tem Kandie D. Smith as Mayor Pro-Tem and Council Member for District 1, effective upon taking the Oath of Office as Mayor.

IF THE PERSON APPOINTED TO FILL THE VACANCY IN THE OFFICE OF MAYOR IS PRESENT, ADMINISTRATION OF THE OATH OF OFFICE FOR MAYOR BY JUDGE WENDY HAZELTON

Judge Wendy Hazelton administered the Oath of Office for Mayor to Kandie D. Smith

IF THE PERSON APPOINTED TO FILL THE VACANCY IN THE OFFICE OF THE MAYOR IS THE MAYOR PRO-TEM, ELECTION OF A MAYOR PRO-TEM.

Mayor Smith called for nominations for the selection of Mayor Pro-Tem.

Council Member Connelly nominated Council Member Rose Glover.

Hearing no further nominations, Mayor Smith declared that the nomination period was closed. Mayor Smith then called for a vote on the nomination of Council Member Glover for Mayor Pro-Tem. The vote in favor of Council Member Glover was unanimous.

Mayor Smith announced that Council Member Glover received a majority vote and was elected Mayor Pro-Tem.

COMMENTS FROM THE MAYOR

Mayor Smith stated she would like to take a point of personal privilege to address some questions that have been asked for some time. She stated she is extremely grateful that the members of the City Council have entrusted her at this critical moment in the City's history to carry out the responsibilities as mayor and to lead the City forward. As a Council, they did not intend for this to happen, but there must be a strong City and County. This is why, even though she was already serving as a voting member of the City Council, she offered to serve as mayor during this transition period to provide the citizens of the City and the County a sense of continuity and comfort as the Council and the City's incoming leaders continue to strive to fulfill the City's mission. Mayor Smith stated she plans to do all that she can over the next few months to ensure that City government continues to operate with civility, competence and cooperation. She does not and will not take this honor bestowed upon her lightly and she will remain accessible and ready to hear citizens' concerns, just as she was while service as District 1 Council Member. She stated it is her intention to only serve as mayor to fill the void of leadership the City has been presented with at this time.



She plans to run for election as Council Member of District 1 if the citizens afford her the opportunity in November. Until then, she stated she was at the service of the citizens.

CLOSED SESSION

Council Member Smiley moved to enter Closed Session for the purpose of approval of closed session minutes in accordance with G.S. §143-318.11 (a)(1) to prevent the disclosure of information that is privileged or confidential pursuant to the Open Meetings Law and the Privacy of Personnel Records Statute. Council Member Mercer seconded the motion, which passed by unanimous vote.

Mayor Smith declared the City Council in closed session at 6:20 pm and called a brief recess to allow Council Members time to relocate to the City Council Anteroom.

Upon conclusion of closed session discussion, motion was made by Council Member Mercer and seconded by Council Member Godley to return to open session. Motion was approved unanimously, and Mayor Smith returned the City Council to open session at 6:30 pm.

ADJOURN

Council Member Mercer moved to adjourn the meeting, seconded by Council Member Godley. There being no further discussion, the motion passed by unanimous vote and Mayor Thomas adjourned the meeting at 6:31 pm.

Respectfully submitted,

Carol L. Barwick, CMC
City Clerk



City of Greenville, North Carolina

Meeting Date: 8/14/2017
Time: 6:00 PM

Title of Item: Resolution Amending the Assignment of Classes to Salary Grades and Ranges (Pay Plan)

Explanation: **Abstract:** A resolution amending the City of Greenville's Assignment of Classes to Salary Grades and Ranges is being presented for approval. As part of the City's employment plan to fill key vacancies in the Inspections Division, the addition of an Assistant Chief Building Inspector is being requested.

Explanation: Over the past fiscal year, the Inspections Division has been functioning with a significant number of position vacancies. The vacancies have consisted of several Building Inspector positions and a Building Inspector/Plans Reviewer position. Such vacancies are indicative of a growing local and state economy with market shortages for inspectors being realized on both a regional and statewide basis.

With respect to Greenville, the shortages are being realized at a most inopportune time with a robust level of development taking place in the city. For FY 2016-17, permits issued were up over 30.0% through April as compared to FY 2015-16. The total value of permits issued for FY 2016-17 totaled approximately \$132.5 million through April as compared to approximately \$49.9 million for the same period during FY 2015-16 (166% increase). This level of activity is anticipated to continue over the next several years, thereby putting extreme pressure on the Inspections Division to efficiently meet the expectations of the development community's needs.

In addition, the Inspections Division's current staff consists of at least one employee that will reach their retirement years of service over the next fiscal year and another employee that is confined to certain tasks due to medical restrictions. This also creates the potential for additional staff shortages at a time when vacancies have been extremely hard to fill.

Over the past several months, the City has been working to develop an employment plan for the Inspections Division that will:

- Fill all current vacancies
- Ensure an adequately staffed division for the future

The first step in this process was to adjust the hiring requirements for inspector positions. Until recently, the City's hiring practice for an inspector was to require, at a minimum, Level II standard certification. In order to attract a larger number of prospective employee candidates, the City is now accepting applications from candidates with a Level II standard certification OR probationary certification. Currently, the City has made conditional offers to two individuals with probationary certification and is actively advertising for a third position.

Employment of inspectors with probationary certification results in a much higher level of oversight for the City. Inspectors with probationary certification must operate under the license of an inspector with standard certification. Specifically, North Carolina Administrative Code requires individuals with probationary status to work under the direct supervision of a standard certified building inspector. Therefore, the second aspect of the employment plan is the addition of an Assistant Chief Building Inspector position.

As the Division moves forward with the employment of inspectors with probationary status, the Assistant position will be responsible for the direct supervision and oversight of their duties so as to be in full compliance with all State rules and regulations. The Assistant will also:

- Carry a case load and perform inspections
- Assist in the supervision of the overall division
- Supervise the Plans Reviewer
- Assist in the direct evaluation of staff.

Segal Waters has reviewed the Assistant position and determined that, based on its job duties and responsibilities, the position should be placed in Pay Grade 117.

Fiscal Note:

There is no fiscal impact to the budget as a result of the request. The request will be funded by the revenues generated by the Inspections Division.

Recommendation:

Approve the resolution amending the Assignment of Classes to Salary Grades and Ranges.

Attachments / click to download

 [SW_ACBI_1056844](#)

 [Resolution_7_26_1056855](#)



To: Leah Futrell
Director, Human Resources
City of Greenville

From: Linda G. Wishard, SHRM-SCP, SPHR, CCP
Senior Consultant

Date: June 23, 2017

Re: Review of Proposed Job – Assistant Chief Building Inspector

Segal Waters was asked to review a request from the City of Greenville to evaluate and recommend an appropriate pay grade for the new position of Assistant Chief Building Inspector. The Job Description Questionnaire (JDQ) for the proposed position and a Job Evaluation Manual were provided as documentation for the request. The process used to review the request included an analysis of these documents as well as a review of the current Job Evaluation ratings for similar classifications in the current compensation system.

Upon completion of the review and analysis, the following recommendations are being made:

1. The proposed position should be placed in pay grade 117, which is one pay grade higher than the Building Inspector/Plans Reviewer position which is in pay grade 116. The proposed position is responsible for supervising the Building Inspector/Plans Reviewer.
2. Based on the job duties and responsibilities as outlined in the JDQ, this position would qualify under the FLSA as Exempt, under the administrative exemption.
3. Recommend revising job evaluation ratings to reflect "3a" for Freedom to act and making appropriate modifications to the job description accordingly.

I am available to discuss these recommendations further if you have questions.

Sincerely,

Linda G. Wishard
(Via electronic signature)
Linda G. Wishard, SHRM-SCP, SPHR, CCP
Senior Consultant
Segal Waters Consulting

RESOLUTION NO. _____

A RESOLUTION AMENDING THE CITY OF GREENVILLE
ASSIGNMENT OF CLASSES TO SALARY GRADES AND RANGES (PAY PLAN)

THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA,
RESOLVES:

Section 1. The City of Greenville Assignment of Classes to Salary Grades and Ranges is hereby amended by adding the following classification:

<u>Classification Title</u>	<u>Pay Grade</u>
Assistant Chief Building Inspector	117

Section 2. All inconsistent provisions of former resolutions, ordinances, or policies are hereby repealed.

Section 3. This resolution shall be effective August 10, 2017.

Adopted this the 14th day of August, 2017.

Kandie D. Smith, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 8/14/2017
Time: 6:00 PM

Title of Item: Memorandum of Understanding with East Carolina University relating to the Lucille W. Gorham Intergenerational Center

Explanation: **Abstract:** The Lucille W. Gorham Intergenerational Center is owned by the City of Greenville and managed by East Carolina University. An extension of the Memorandum of Understanding (MOU) to continue this cooperative effort is proposed to be approved. The goal is to provide a multidisciplinary community center to assist in meeting the program needs of West Greenville.

Explanation: The City of Greenville acquired the property in the Fall of 2006, which now comprises the Lucille W. Gorham Intergenerational Center. Since September 15, 2006, the City and East Carolina University have had a Memorandum of Understanding for the provision of services, lease of a building, and site management of the Intergenerational Center. The cooperative effort between the City of Greenville and East Carolina University is for the purpose of providing a multidisciplinary community center to assist in meeting the needs of West Greenville.

The current Memorandum of Understanding commenced on September 1, 2016, for a one-year period, with a provision that it could be extended for additional terms upon mutual agreement. The proposed extension is for a one-year period until August 31, 2018.

The MOU provides that the University will lease the first floor of the Lessie Bass Building. It provides that the University will provide services and activities at the Lessie Bass Building and that it will coordinate with a planning team relating to the services and activities. The planning team consists of persons appointed by the University and members of the Board of Directors of the Lucille W. Gorham Intergenerational Community Center, Inc. (a nonprofit corporation whose representatives have been working closely with the University in the activities and services at the Lessie Bass Building). The MOU provides that the University will provide site management for the Center by developing regulations relating to the use of the Center by the tenants of the Center. A copy

of the Memorandum of Understanding is attached.

Fiscal Note: There are expenses to the City included in the Public Works Department budget for maintaining the buildings and grounds at the Lucille W. Gorham Intergenerational Center.

Recommendation: Approval of the Memorandum of Understanding with East Carolina University relating to the Lucille W. Gorham Intergenerational Center.

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Attachments / click to download

[📎 Exhibit "A" to Lease](#)

[📎 Memorandum of Understanding](#)

NORTH CAROLINA
PITT COUNTY

MEMORANDUM
OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING made and entered into this the _____ day of August, 2017, 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 the CITY, and East Carolina University, a constituent institution of the University of North Carolina pursuant to N. C. GEN. STAT. 116-1, *et seq.*, Party of the Second Part and hereinafter referred to as the UNIVERSITY;

WITNESSETH:

WHEREAS, North Carolina General Statute 160A-456 authorizes the CITY to engage in community development programs and activities, North Carolina General Statute 160A-492 authorizes the CITY to undertake and engage in human relations programming and activities, and North Carolina General Statute 160A-353 authorizes the CITY to operate recreational facilities;

WHEREAS, North Carolina General Statute 160A-274 authorizes the CITY to lease, upon such terms and conditions it deems wise, to any other governmental unit any interest in real property and North Carolina General Statute 160A-20.1 authorizes the CITY to contract with any person, association, or corporation to carry out a public purpose that the CITY is authorized by law to engage in;

WHEREAS, the UNIVERSITY'S involvement in this cooperative effort is part of its mission of service to promote economic development, community engagement, and to provide educational and service opportunities for its faculty and students; and

WHEREAS, the CITY and the UNIVERSITY have agreed to partner and cooperate with each other in order to operate the facilities known as the Lucille W. Gorham Intergenerational Center.

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

1. Purpose. The purpose of this Memorandum of Understanding is to provide for a

cooperative effort between the CITY and the UNIVERSITY for the operation of the Lucille W. Gorham Intergenerational Center in order to provide a multidisciplinary community center in an attempt to meet needs that exist in West Greenville. To the extent possible and consistent with the missions, resources, and operational limitations of the parties, this purpose will be accomplished by providing services and activities in such areas which may include, but are not necessarily limited to, the following: youth development, adult education, job training and placement, home ownership readiness counseling, and social work.

2. Definition of Center. For the purpose of this Memorandum of Understanding, the Lucille W. Gorham Intergenerational Center is defined as the property and buildings shown on the attached Exhibit A which is incorporated herein by reference. Buildings located upon the property, as shown on Exhibit A, are the former Sanctuary, former Rectory, former Annex, former School, and the Lessie Bass Building. The Lucille W. Gorham Intergenerational Center is hereinafter referred to as the CENTER. Whenever the CENTER is referred to in this Memorandum of Understanding it does not mean the legal entity of the Lucille W. Gorham Intergenerational Community Center, Inc.

3. Lease. The UNIVERSITY shall lease from the CITY the first floor of the Lessie Bass Building. The lease shall be on the terms as established in a separate lease agreement. It is understood and agreed that the second floor of the Lessie Bass Building, in part or whole, may be leased to the Lucille W. Gorham Intergenerational Community Center, Inc. In the event of such a lease for all or part of the second floor, the UNIVERSITY will cooperate with the Lucille W. Gorham Intergenerational Community Center, Inc. in connection with access to the Lessie Bass Building, the provision of services at the Lessie Bass Building, and other matters relating to the shared use of the Lessie Bass Building.

4. Services at the Lessie Bass Building. During the term of the lease agreement between the CITY and the UNIVERSITY described in Paragraph 3, above, the UNIVERSITY will operate programs and activities at the Lessie Bass Building in order to meet the objective of providing a multidisciplinary community center in an attempt to meet needs that exist in West Greenville by providing services and activities in the sole discretion of the UNIVERSITY, after

receipt and consideration of input from the planning team hereinafter described, in such areas which may include, but are not necessarily limited to, the following: youth development, adult education, job training and placement, home ownership readiness counseling, social work services, student support (interns, service learning), interior design services, assessment and evaluation services, health services, business services, culture and fine arts services, and grant writing support. Subject to availability of appropriate and adequate resources, including but not limited to funding and personnel, the specific programs and activities proposed to be provided by the UNIVERSITY at the Lessie Bass Building are as follows:

- (a) Availability of social work services via UNIVERSITY faculty and/or students;
- (b) Coordination of a planning team to convene on-site at the CENTER on the second Friday of each month. The planning team will consist of the director of UNIVERSITY programs and activities at the Lessie Bass Building, five (5) UNIVERSITY faculty members, appointed by the UNIVERSITY, with at least one (1) of the five (5) being from the UNIVERSITY College of Human Ecology, and five (5) members of the Board of Directors of the Lucille W. Gorham Intergenerational Community Center, Inc., appointed by the Board of Directors of the Lucille W. Gorham Intergenerational Community Center, Inc. The planning team will provide consultation and advice regarding issues that pertain to the development of proposals for, administration and delivery of the services and activities of the CENTER and report those issues to the UNIVERSITY and the CITY. The planning team will solicit input from the advisory board referenced in subparagraph (f) below and will provide the advisory board information about the planning team's actions;
- (c) Provision of programmatic assessment and evaluation services to all tenants who occupy space and propose to deliver services and activities at the CENTER;
- (d) Requirement of semi-annual service reports from all tenants of the CENTER. The service reports will become a part of the annual service provider evaluation and assessment report generated by the UNIVERSITY;
- (e) Coordination of funding possibilities and grant proposals for the UNIVERSITY and, as appropriate, other tenants relating to use of the CENTER based on needs that exist in West Greenville;
- (f) Provision of assistance for an advisory board relating to the CENTER to consist of representatives from the community, the Lucille W. Gorham Intergenerational Community Center, Inc., CITY, UNIVERSITY, and community partners such as the Little Willie Center, Inc. of Pitt County and Pitt Community College, said advisory board to provide input to the UNIVERSITY on the tenants as provided in Paragraph 5 and to provide input on other matters relating to the CENTER to

the planning team as provided in subparagraph (b) above; and

- (g) Provision of such other services and programs determined to be appropriate by the UNIVERSITY after receipt and consideration of input from the planning team hereinbefore described.

5. Other Tenants. If vacancies occur, the UNIVERSITY will recruit, assess, and approve the tenants that will be providing services and activities at the buildings located at the CENTER other than the first floor of the Lessie Bass Building which will be used by the UNIVERSITY and other than the former Sanctuary which will not be leased to a tenant but, instead, will be used as a community building for meetings, programs and events approved by the UNIVERSITY. In determining the tenants, the UNIVERSITY will establish and utilize a process which includes input from an advisory board consisting of representatives from the community, Lucille W. Gorham Intergenerational Community Center, Inc., CITY, UNIVERSITY, and community partners such as the Little Willie Center, Inc. of Pitt County and Pitt Community College. The tenants, if any, shall be chosen by the UNIVERSITY after soliciting input from the advisory board with the objective of providing a multidisciplinary community center in an attempt to meet needs that exist in West Greenville by providing services and activities in such areas which may include, but are not necessarily limited to, the following: youth development, adult education, job training and placement, home ownership readiness counseling, and social work. The CITY will be the lessor in the lease with each tenant located at the CENTER.

6. Utilities, Maintenance and Repairs. The CITY or the tenant as provided in a lease will be responsible for the expense for the utilities (not including telephone services and network connections), maintenance, and repairs of all buildings located at the CENTER except that, during the term of the lease agreement described in Paragraph 3, above, the UNIVERSITY will be responsible for the expense for telephone and network connections serving or used for that portion of the Lessie Bass Building leased to UNIVERSITY and the UNIVERSITY will be responsible for the expense of utilities at the Lessie Bass Building. The lease of each tenant of a building, or portion of a building, located at the CENTER shall provide that the tenant is responsible, at the tenant's expense, for utilities, telephone and network connections unless the CITY determines otherwise. The lease of each tenant of a building, or portion of a building,

located at the CENTER shall provide that the tenant leases the property in its existing condition and that the tenant shall make no material alterations, additions, improvements, or renovations to the property without the prior approval of the CITY.

7. Operation Expenses. During the term of the lease agreement described in Paragraph 3, above, the UNIVERSITY will be responsible for providing, at its expense, the staffing, furniture, equipment, supplies, and other items necessary for its programs and activities in that portion of the Lessie Bass Building leased by the UNIVERSITY. The lease of each tenant of a building, or portion of a building, located at the CENTER shall provide that the tenant is responsible for providing, at the tenant's expense, the staffing, furniture, equipment, supplies and other items necessary for the programs and activities which they conduct.

8. Housekeeping Services. During the term of the lease agreement described in Paragraph 3, above, the UNIVERSITY will be responsible, at its expense, for housekeeping, cleaning, and janitorial services for that portion of the Lessie Bass Building leased by the UNIVERSITY. The lease of each tenant of a building, or portion of a building, located at the CENTER shall provide that the tenant is responsible, at the tenant's expense, for housekeeping, cleaning, and janitorial services at the buildings or portions of building used by them for the provision of programs and activities at the CENTER.

9. Report. The UNIVERSITY will provide a written report to the CITY on an annual basis which describes the services being provided at the CENTER, describes issues related to the CENTER, and evaluates the activities and effectiveness of the programs and activities being provided at the CENTER.

10. Site Management Duties. In addition to recruiting, assessing, and approving tenants, the UNIVERSITY will develop regulations relating to the use of the CENTER by the tenants, said regulations to include, but not be limited to, the manner to resolve any disputes or conflicts involving the tenants and the manner to respond to complaints by the tenants, which shall be made binding upon the tenants under the terms of their respective leases. It is understood and agreed that said regulations shall not result in a fee or a charge to a tenant unless

the tenant expressly agrees. Additionally, the UNIVERSITY will advise the CITY of any needed repairs or maintenance. The CITY will make repairs in an expedient manner. The payment of any rental amounts from tenants shall be made directly to the CITY and will be retained by the CITY.

11. Hold Harmless. To the extent permitted and limited by the laws of North Carolina, the CITY will indemnify and hold the UNIVERSITY harmless from any liabilities which are associated with its activities as the owner of the CENTER, and its activities relating to its responsibilities as described in this Memorandum of Understanding to the extent that such liability for damages is caused by or results from the acts of the CITY, its officers or employees. The UNIVERSITY will be responsible for the conduct of its officers and employees arising out of the performance of this Memorandum of Understanding to the extent permitted and limited by the laws of North Carolina, including the North Carolina Tort Claims Act, the Defense of State Employees Act, the Excess Liability Policy administered through the North Carolina Department of Insurance, subject to the availability of appropriations and in proportion to and to the extent that such liability for damages is caused by or results from the acts of the UNIVERSITY, its officers or employees. The lease of each tenant located at the Intergenerational Center shall provide that, to the extent permitted and limited by the laws of North Carolina, the tenant will indemnify and hold the CITY and the UNIVERSITY harmless from any liabilities associated with the programs and activities conducted by the tenant at the CENTER.

12. Naming of Center and Buildings. The CITY shall have the sole right to name the CENTER and the individual buildings located at the CENTER. No signs shall be erected at the CENTER without the express written approval of the CITY. The CITY will consult with the UNIVERSITY prior to naming the CENTER and the individual buildings located at the CENTER and prior to approving the erection of any signs at the CENTER. The lease of each tenant located at the CENTER shall provide that the CITY has the sole right to name the CENTER and the individual buildings located at the CENTER and that no signs shall be erected at the CENTER without the express written approval of the CITY.

13. Duration. The term of this Memorandum of Understanding shall be for a period

of one (1) year commencing on September 1, 2017. This Memorandum of Understanding may be extended for an additional term(s) upon the mutual written agreement of the parties.

14. Amendment. This Memorandum of Understanding contains the entire understanding of the parties and shall not be altered, amended, or modified, except by an agreement in writing executed by the duly authorized officials of both the UNIVERSITY and the CITY.

15. Governance. This Memorandum of Understanding shall be governed by the laws of the State of North Carolina.

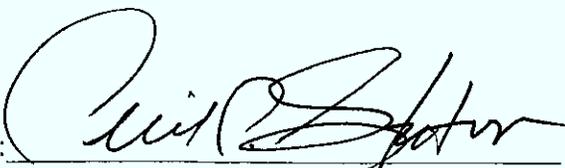
IN WITNESS WHEREOF, the parties hereby have caused this Memorandum of Understanding to be executed in duplicate originals, as of the day and year first above written.

CITY OF GREENVILLE

By: _____

Mayor

EAST CAROLINA UNIVERSITY

By:  _____
Cecil Staton, Chancellor

APPROVED AS TO FORM:

BY: _____
David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION:

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

_____ Date _____
Bernita W. Demery, Director of Financial Services

Account Number _____

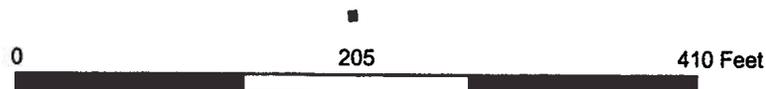
Project Code (if
applicable) _____

Exhibit A: Lucille W. Gorham Intergenerational Center



<i>Building</i>	<i>Name</i>
A	Former Sanctuary
B	Former Rectory
C	Former Annex
D	Former School
E	Lessie Bass Building

 Boundary of Property





City of Greenville, North Carolina

Meeting Date: 8/14/2017
Time: 6:00 PM

Title of Item: Resolution approving the lease agreement with the State of North Carolina for the Lessie Bass Building located at 1100 Ward Street

Explanation: **Abstract:** The Lucille W. Gorham Intergenerational Center is owned by the City of Greenville and managed by East Carolina University. Since 2006, the State of North Carolina has leased the first floor of the Lessie Bass Building located at 1100 Ward Street and the entire building since September 2016. It is proposed to enter into a new lease agreement for the building for a one-year period.

Explanation: The State of North Carolina has been leasing the first floor of the Lessie Bass Building at the Lucille W. Gorham Intergenerational Center since November 2006 and the entire building since September 2016. The building has been leased for the purpose of East Carolina University offering programs and activities in order to meet the objective of providing a multidisciplinary community center in an attempt to meet needs that exist in West Greenville. The current lease was for a one-year period expiring on August 31, 2017.

It is proposed to enter into a new lease agreement for the building (including second floor) for a one-year period. The lease is for a one-year period commencing on September 1, 2017, and terminating on August 31, 2018. The lease payment is \$9,030 (which equals \$752.50 per month). ECU is responsible for all utility expenses and all housekeeping, cleaning, and janitorial expenses for the building. The City is responsible for maintenance and repairs for the building. A copy of the lease is attached.

The amount of the lease payment is the same as in the previous lease agreement. The lease amount is based upon a market rate for offices on the first floor. When this lease payment is added to the lease payment for the school building, the aggregate annual payment by ECU is \$52,277.40.

Previously, the Lucille W. Gorham Intergenerational Community Center, Inc. shared the building with ECU by leasing the second floor. But this non-profit

has determined to not continue its lease. However, it desires to continue to volunteer in providing services.

Fiscal Note: \$9,030 is to be received in annual rental payment.

Recommendation: Approve the attached resolution which approves the lease agreement with the State of North Carolina for the Lessie Bass Building.

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

Attachments / click to download

- [Exhibit A](#)
 - [2017 Resolution approving Lease Agreement Lessie Bass Building 1056297](#)
 - [Lease Agreement w State of NC Lessie Bass Building LGIC 1056281](#)
-

RESOLUTION NO. -17
RESOLUTION APPROVING THE LEASE AGREEMENT
WITH THE STATE OF NORTH CAROLINA FOR THE
LESSIE BASS BUILDING

WHEREAS, North Carolina General Statute 160A-272 authorizes the City Council of the City of Greenville to approve a lease of property for a term of less than ten (10) years for any property owned by the City for such terms and upon such conditions as City Council may determine; and

WHEREAS, City Council does hereby determine that the property herein described will not be needed by the City for the term of the lease.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the Lease Agreement with the State of North Carolina for the Lessie Bass Building located at 1100 Ward Street, Greenville, North Carolina, for a term commencing on September 1, 2017, and terminating on August 31, 2018, and for a monthly rental payment of seven hundred fifty two and 50/100ths dollars (\$752.50), and does further authorize the City Manager to execute said Lease Agreement.

This the 14th day of August, 2017.

Kandie D. Smith, Mayor

ATTEST:

Carol L. Barwick, City Clerk

**NORTH CAROLINA
COUNTY OF PITT**

**LEASE
AGREEMENT**

THIS LEASE AGREEMENT, made and entered into this the ___ day of August, 2017, by and between the City of Greenville, a North Carolina municipal corporation, Party of the First Part and hereinafter referred to as LESSOR, and the State of North Carolina, Party of the Second Part and hereinafter referred to as LESSEE;

Subject to the terms and conditions of this Lease Agreement, LESSOR does hereby let and lease unto the LESSEE, and LESSEE does hereby lease from the LESSOR, the following described premises located in Greenville, North Carolina:

A portion of the Intergenerational Center Property consisting of the Lessie Bass Building located at 1100 Ward Avenue, Greenville, North Carolina, said portion being leased being Building "E" as shown on Exhibit A and being hereinafter referred to as the leased premises, said Exhibit A attached hereto and herein incorporated by reference.

The terms and conditions of this Lease Agreement are as follows:

1. Term.

The term of this Lease Agreement is for a period of one (1) year, commencing on the 1st day of September, 2017, and expiring on the 31st day of August, 2018.

2. Rent.

The annual rent shall be \$9,030.00 which sum shall be paid in equal monthly installments of \$752.50, said rent to be paid by the LESSEE to the LESSOR within fifteen (15) days from receipt of an original invoice. Rent payments shall be delivered to the Director of Financial Services of the City of Greenville, P.O. Box 7207, Greenville, NC 27835.

3. Use of Leased Premises.

During the term of this Lease Agreement, LESSEE shall conduct programs and activities at the leased premises which relate to a multidisciplinary community center in order to meet the needs of West Greenville including, but not limited to, youth development, adult education, job training and placement, home ownership counseling, and social work. LESSEE shall make no other use of the leased premises without the prior written consent of the LESSOR. LESSEE shall be responsible, at its expense, for providing the staffing, furniture, equipment, supplies and other items necessary for the programs and activities which the LESSEE conducts.

4. Parking Lot and Common Areas.

LESSEE shall have the use of the parking lot at the Lucille W. Gorham Intergenerational Center and the common areas, as designated by the LESSOR, of the Lucille W. Gorham Intergenerational Center on the same basis and pursuant to the same regulations and requirements as applicable to other persons and entities that are leasing portions of the Lucille W. Gorham Intergenerational Center.

5. Intergenerational Center.

LESSOR and LESSEE understand and agree that this Lease Agreement and the programs and activities being provided by the LESSEE at the leased premises are a component of the efforts of the LESSOR and East Carolina University to provide, at the Lucille W. Gorham Intergenerational Center, a multidisciplinary community center in an attempt to meet needs that exist in West Greenville by providing services and activities in such areas which may include, but are not necessarily limited to, the following: adult education, job training and placement, home ownership readiness counseling, and social work. LESSEE understands and agrees that East Carolina University will develop regulations relating to the use of the Lucille W. Gorham Intergenerational Center by the tenants of the Lucille W. Gorham Intergenerational Center. It is understood and agreed that said regulations shall not result in a fee or a charge to the LESSEE unless the LESSEE expressly agrees. The LESSEE agrees that the regulations relating to the use of the Lucille W. Gorham Intergenerational Center which are developed by East Carolina University shall be binding upon the LESSEE. The LESSEE shall comply with the regulations relating to the use of the Lucille W. Gorham Intergenerational Center which are developed by East Carolina University. Additionally, the LESSEE shall cooperate with East Carolina University and the other tenants of the Lucille W. Gorham Intergenerational Center in order to assist in the effort to provide a multidisciplinary community center at the Lucille W. Gorham Intergenerational Center in order to meet needs that exist in West Greenville.

6. Activities Report.

LESSOR and LESSEE understand and agree that the leased premises will be actively used by the LESSEE. Within thirty (30) days of a request, the LESSEE shall provide a written report to the LESSOR or its designee of the programs, activities, and services being provided on the leased premises so that a report about the Lucille W. Gorham Intergenerational Center can be generated.

7. Signage.

No signs shall be erected on the leased premises or the Lucille W. Gorham Intergenerational Center without the prior written approval of the LESSOR. It is understood and agreed that the LESSOR has the sole right to name the Lucille W. Gorham Intergenerational Center and the buildings located at the Lucille W. Gorham Intergenerational Center.

8. Cooperation with Non-Profit.

The Lucille W. Gorham Intergenerational Community Center, Inc. previously leased a portion of the Lessie Bass Building but has determined not to continue its lease. However, the Lucille W. Gorham Intergenerational Community Center, Inc. desires to continue to volunteer in providing services at the Lessie Bass Building. The LESSEE will cooperate with the Lucille W. Gorham Intergenerational Community Center, Inc. in connection with the provision of services at the Lessie Bass Building.

9. Repairs and Maintenance.

The LESSOR shall be responsible for the maintenance and repairs to the leased premises so that the leased premises are kept in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to, furnishing and replacing electrical light fixture ballasts, heating and air conditioning filter pads, and broken glass.

The LESSEE shall, at its sole cost and expense, be responsible for keeping the leased premises in a good, clean, neat, attractive, pleasant and sanitary condition at all times. The LESSEE shall be responsible for providing and paying for all charges for housekeeping, cleaning, and janitorial services at the leased premises.

10. Alterations and Improvements.

No alterations, additions, improvements, or renovations shall be made to the leased premises without the prior written consent of the LESSOR.

11. Utilities.

The LESSEE shall be responsible for providing and paying for any charges for electricity, lighting, heating, water, air conditioning, stormwater, and sewer used by LESSEE in connection with the occupancy of the leased premises. The LESSEE shall be responsible, at its expense, for the telephone charges, network connection charges, and all similar charges in connection with the occupancy of the leased premises.

12. Insurance.

Pursuant to Chapter 143, Article 31 of the North Carolina Statutes, the LESSEE will at all times during the term of this Lease Agreement, at its own cost and expense, keep in effect a program of self-insurance against claims for personal injury or property damage occurring on the premises and arising from the torts of its employees and agents in the course and scope of their duties in an amount of not less than \$1,000,000 for a single claim. The LESSEE shall provide the LESSOR with a certificate of insurance evidencing said coverage or a letter certifying self-insurance with said coverage on the leased premises.

13. Damage or Destruction by Fire or Other Casualty.

In the event that the building located on the leased premises is destroyed by fire or other casualty or act of God, then this Lease Agreement shall terminate as of the time of such destruction without action on the part of either the LESSOR or the LESSEE. In the event that the building located on the leased premises is so damaged by fire, other casualty, or act of God that more than fifty percent (50%) of the floor space of the building cannot reasonably be used by LESSEE in the conduct of its activities, or the building is so damaged by fire or other casualty or act of God that it cannot, in the LESSOR's opinion, be economically repaired, then either party shall have the option to terminate this Lease Agreement by the provision of written notice to the other party.

14. Assignment and Subletting.

LESSEE may not assign or transfer this Lease Agreement or sublet the leased premises or any part of the leased premises without the prior written consent of the LESSOR.

15. Indemnity.

To the extent permitted and limited by the laws of North Carolina, including, but not limited to, the North Carolina Tort Claims Act, the LESSEE agrees to indemnify and hold harmless the LESSOR and its officers and employees from and against any and all claims and demands whether from injury to person, loss of life, or damage to property, associated with the programs and activities conducted by the LESSEE on or within the demised premises.

16. Surrender on Termination.

Upon the termination of this Lease Agreement for any reason, the LESSEE shall yield and deliver peaceably to the LESSOR possession of the leased premises and any alterations, additions, and improvements made by LESSEE thereto, promptly and in good condition, order, and repair, except for reasonable wear and tear and acts of God.

17. Default.

If LESSEE shall neglect to pay any annual installment of rent when due, or shall neglect to do and perform any other matter agreed to be done, and shall remain in default for a period of thirty (30) days after receiving written notice from LESSOR calling attention to the non-payment or default, LESSOR may declare this Lease Agreement terminated and take possession of the leased premises without prejudice to any other legal remedy it may have on account of such default. If LESSOR neglects to do or perform any matter agreed to be done in this Lease Agreement and shall remain in default for a period of thirty (30) days after written notice from the LESSEE calling attention to such default, the LESSEE may declare this Lease Agreement terminated without prejudice to any other legal remedy it may have on account of such default.

18. Liens.

The LESSEE agrees that it will not permit the claim of any contractor, sub-contractor, mechanic, laborer or materialmen to become and remain a lien on the leased property or upon the right, title or interest of the LESSEE created by this Lease Agreement after the indebtedness secured by such lien shall become due unless the same is in the process of actually being contested in good faith on the part of the LESSEE and in any event the LESSEE will protect, indemnify and save harmless the LESSOR from and in respect of any and all such claims.

19. Access.

LESSEE will be able to secure and restrict access to the leased premises when not in use for its activities. Notwithstanding the foregoing, LESSOR and LESSOR's officers and employees shall have full access to enter the leased premises anytime to examine the condition thereof or make repairs, additions or alterations as may be necessary for the safety, preservation or improvement of the property which the LESSOR, in its sole discretion, determines to make or

for any other purpose which the LESSOR deems appropriate as it relates to the physical facility and equipment.

20. Quiet Enjoyment.

LESSOR agrees that LESSEE, upon payment of rent and performing the agreements in this Lease Agreement may peacefully and quietly have, hold and enjoy the said leased premises in accordance with all the terms of this Lease Agreement.

21. Notices.

Any notice provided for herein shall be deemed to have been served sufficiently when presented personally or sent by first class mail addressed as follows:

If to LESSOR:

City Manager
City of Greenville
P.O. Box 7207
Greenville, NC 27835

If to LESSEE:

Associate Vice Chancellor for
Administration & Finance -
Business Services, ECU
224 Ragsdale Building
Greenville, NC 27858

Addresses for the purpose of this section can be changed by written notice to the other party by certified mail with returned receipt requested.

22. Legal and Regulatory Duties.

The LESSEE shall observe all applicable local, state, and federal laws and regulations as they pertain to LESSEE's use and occupation of the leased premises. To the extent permitted and limited by the laws of the State of North Carolina, LESSEE shall indemnify and hold harmless the LESSOR from and against any liability arising from such laws or regulations caused by LESSEE's use or occupation of the leased premises.

23. Amendment.

This Lease Agreement shall not be altered, amended or modified except by an agreement in writing executed by the duly authorized officials of the LESSOR and LESSEE.

24. Entire Agreement.

This Lease Agreement is the only agreement between the parties hereto with respect to the subject matter hereof and contains all of the terms agreed upon, and there are no other agreements, oral or written, between the parties hereto with respect to the subject matter thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed in duplicate originals as of the day and year first above written.

CITY OF GREENVILLE

BY: _____
Ann E. Wall, City Manager

STATE OF NORTH CAROLINA

BY: _____
A. Scott Buck, Associate
Vice Chancellor for Administration and
Finance-Business Services, ECU

**NORTH CAROLINA
PITT COUNTY**

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that Ann E. Wall, City Manager for the City of Greenville, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the ____ day of _____, 2017.

Notary Public

Print Name

My Commission Expires: _____

**NORTH CAROLINA
PITT COUNTY**

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that A. Scott Buck, Associate Vice Chancellor for Administration and Finance-Business Services, ECU, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the ____ day of _____, 2017.

Notary Public

Print Name

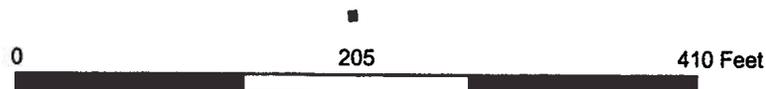
My Commission Expires: _____

Exhibit A: Lucille W. Gorham Intergenerational Center



<i>Building</i>	<i>Name</i>
A	Former Sanctuary
B	Former Rectory
C	Former Annex
D	Former School
E	Lessie Bass Building

 Boundary of Property





City of Greenville, North Carolina

Meeting Date: 8/14/2017
Time: 6:00 PM

Title of Item: Resolution approving the lease agreement with the State of North Carolina for the school building at the Lucille W. Gorham Intergenerational Center

Explanation: **Abstract:** The Lucille W. Gorham Intergenerational Center is owned by the City of Greenville and managed by East Carolina University. Since 2010, the State of North Carolina has leased the school building at the Center. It is proposed to enter into a new lease agreement for a one-year period.

Explanation: The former school building located at the Lucille W. Gorham Intergenerational Center has been leased by the State of North Carolina (for East Carolina University) since December 2010. Prior to that, it was leased by Pitt Community College beginning in 2007. The current lease was for a one-year period expiring on August 31, 2017. The new lease term is for a one-year period until August 31, 2018.

East Carolina University's programs and activities at the school building relate to the delivery of services consistent with the purpose of the Intergenerational Center, which may include, but are not necessarily limited to, the following: youth development, adult education, job training and placement, home ownership readiness counseling, social work services, student support (interns, service learning), interior design services, assessment and evaluation services, health services, business services, culture and fine arts services, and grant writing support.

The lease is for a one-year period commencing on September 1, 2017, and terminating on August 31, 2018. The annual lease payment is \$43,247.40 (which equals \$3,603.95 per month). ECU is responsible for all utility expenses and all housekeeping, cleaning, and janitorial expenses for the building. The City is responsible for maintenance and repairs for the building. A copy of the lease is attached.

The amount of the lease payment is the same as in the previous lease agreement. The lease amount is based upon a market rate for a school. When this lease

payment is added to the lease payment for the first floor of the Lessie Bass Building, the aggregate annual payment by ECU is \$52,277.40.

Fiscal Note: \$43,247.40 is to be received in annual rental payment.

Recommendation: Approve the attached resolution approving the lease agreement with the State of North Carolina for the school building at the Lucille W. Gorham Intergenerational Center.

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

Attachments / click to download

- [Exhibit "A" to Lease](#)
 - [2017_Resolution_Approving_Lease_Agreement__School_Building__LGIC_1056294](#)
 - [2017_Lease_Agreement_w_State_of_NC__School_Building_LGIC_1056280](#)
-

RESOLUTION NO. – 17
RESOLUTION APPROVING THE LEASE AGREEMENT
WITH THE STATE OF NORTH CAROLINA FOR THE SCHOOL BUILDING AT THE
LUCILLE W. GORHAM INTERGENERATIONAL CENTER

WHEREAS, North Carolina General Statute 160A-272 authorizes the City Council of the City of Greenville to approve a lease of property for a term of less than ten (10) years for any property owned by the City for such terms and upon such conditions as City Council may determine; and

WHEREAS, City Council does hereby determine that the property herein described will not be needed by the City for the term of the lease.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the Lease Agreement with the State of North Carolina, for a portion of the Intergenerational Center Property consisting of the school, for a term commencing on September 1, 2017, and terminating on August 31, 2018, for a monthly rental payment of three thousand six hundred three and 95/100ths Dollars (\$3,603.95), and also further authorize the City Manager to execute said Lease Agreement.

This the 14th day of August, 2017.

Kandie D. Smith, Mayor

ATTEST:

Carol L. Barwick, City Clerk

**NORTH CAROLINA
COUNTY OF PITT**

**LEASE
AGREEMENT**

THIS LEASE AGREEMENT, made and entered into this the ____ day of August, 2017, by and between the City of Greenville, a North Carolina municipal corporation, Party of the First Part and hereinafter referred to as LESSOR, and the State of North Carolina, Party of the Second Part and hereinafter referred to as LESSEE;

Subject to the terms and conditions of this Lease Agreement, LESSOR does hereby let and lease unto the LESSEE, and LESSEE does hereby lease from the LESSOR, the following described premises located in Greenville, North Carolina:

A portion of the Intergenerational Center Property consisting of the school, said portion being leased being Building "D" as shown on Exhibit A and being hereinafter referred to as the leased premises, said Exhibit A is attached hereto and herein incorporated by reference.

The terms and conditions of this Lease Agreement are as follows:

1. Term.

The term of this Lease Agreement is for one (1) year, commencing on the 1st day of September, 2017, and expiring on the 31st day of August, 2018.

2. Rent.

The annual rent shall be \$43,247.40 which sum shall be paid in equal monthly installments of \$3,603.95, said rent to be paid by the LESSEE to the LESSOR within fifteen (15) days from receipt of an original invoice. Rent payments shall be delivered to the Director of Financial Services of the City of Greenville, P.O. Box 7207, Greenville, NC 27835.

3. Use of Leased Premises.

During the term of this Lease Agreement, LESSEE shall conduct programs and activities at the leased premises which relate to the delivery of services which may include, but are not necessarily limited to, the following: youth development, adult education, job training and placement, home ownership readiness counseling, social work services, student support (interns, service learning), interior design services, assessment and evaluation services, health services, business services, culture and fine arts services, and grant writing support. Additionally, LESSEE may allow Pitt Community College (hereinafter referred to as PCC), pursuant to a Use Agreement between the LESSEE and PCC, to conduct programs and activities at the leased premises which relate to the delivery of a variety of adult education programs, such programs to include, but not be limited to, Adult Basic Skills Education, High School Diplomacy/GED Program, and occupational job skills training. LESSEE shall make no other use of the leased premises without the prior written consent of the LESSOR. LESSEE shall be responsible, at its expense, for providing the staffing, furniture, equipment, supplies and other items necessary for the programs and activities which the LESSEE conducts.

4. Use Agreement with PCC.

It is understood and agreed that the LESSEE may enter into a Use Agreement with PCC which will allow PCC to conduct programs and activities at the leased premises in accordance with the limitation on the use of the leased premises set forth in section 3 of this Lease Agreement. Notwithstanding any provision of said Use Agreement, as between the LESSOR and the LESSEE, the LESSEE shall be responsible for any obligation or responsibility of the LESSEE as set forth in this Lease Agreement. In no event shall said Use Agreement provide for a charge to PCC for any fee, charge, or rental which exceeds an equitable sharing of an expense to be borne by LESSEE pursuant to this Lease Agreement. In no event shall said Use Agreement allow any use of the leased premises or extend any rights or privileges in addition to those allowed or conferred upon LESSEE pursuant to this Lease Agreement. Additionally, said Use Agreement shall require PCC to:

- (a) comply with the use limitations set forth in section 3;
- (b) comply with the regulations relating to use of the Intergenerational Center Property which are developed by East Carolina University in its capacity as the property manager for the Intergenerational Center Property as required by section 6;
- (c) cooperate with other tenants located upon the Intergenerational Center Property in order to meet the purpose of the Intergenerational Center Property serving as a multidisciplinary community center as required by section 6;
- (d) provide information to the LESSOR or its designee of the programs, activities and services being provided on the leased premises so that a report about the Intergenerational Center Property can be generated as required by section 7;
- (e) insure and keep in effect, at all times during the term of this Lease Agreement, at its own cost and expense, insurance on the leased premises against claims for personal injury or property damage under a policy of general liability insurance with a combined single limit of not less than \$1,000,000 with the LESSOR named as an additional named insured, written by an insurance company or companies authorized to do business in the State of North Carolina and to provide the LESSOR with a certificate of insurance evidencing said coverage as required by section 12.
- (f) agree to indemnify and hold harmless, to the extent permitted and limited by the laws of North Carolina, the LESSOR and its officers and employees and East Carolina University and its officers and employees from and against any and all claims and demands whether from injury to person, loss of life, or damage to property, associated with the programs and activities conducted by PCC on or within the demised premises as required by section 15; and
- (g) observe all applicable local, state, and federal laws and regulations as they pertain to PCC's use and occupation of the leased premises and to indemnify and hold harmless the LESSOR and East Carolina University, to the extent permitted and limited by the laws of North Carolina, from and against any liability arising from such laws or regulations caused by PCC's use or occupation of the leased premises as required by section 22.

5. Parking Lot and Common Areas.

LESSEE shall have the use of the parking lot at the Intergenerational Center Property and the common areas, as designated by the LESSOR, of the Intergenerational Center Property on the same basis and pursuant to the same regulations and requirements as applicable to other persons and entities that are leasing portions of the Intergenerational Center Property.

6. Intergenerational Center.

LESSOR and LESSEE understand and agree that this Lease Agreement and the programs and activities being provided by the LESSEE and PCC, pursuant to the Use Agreement between the LESSEE and PCC, at the leased premises are components of the efforts of the LESSOR and East Carolina University to provide, at the Intergenerational Center Property, a multidisciplinary community center in an attempt to meet needs that exist in West Greenville by providing services and activities in such areas which may include, but are not necessarily limited to, the following: adult education, job training and placement, home ownership readiness counseling, and social work. LESSEE understands and agrees that East Carolina University will serve as the onsite property manager for the Intergenerational Center Property which means that East Carolina University, in addition to recruiting, assessing and approving tenants, will develop regulations relating to the use of the Intergenerational Center Property by the tenants. The LESSEE shall comply with the regulations relating to the use of the Intergenerational Center Property which are developed by East Carolina University in its capacity as property manager of the Intergenerational Center Property. The LESSEE shall cooperate with other tenants located upon the Intergenerational Center Property in order to meet the purpose of the Intergenerational Center Property serving as a multidisciplinary community center. Additionally, the Use Agreement between the Lessee and PCC shall require PCC to comply with the regulations relating to the use of the Intergenerational Center Property which are developed by East Carolina University in its capacity as property manager of the Intergenerational Center Property and to cooperate with other tenants located upon the Intergenerational Center Property in order to meet the purpose of the Intergenerational Center Property serving as a multidisciplinary community center.

7. Activities Report.

LESSOR and LESSEE understand and agree that the leased premises will be actively used by the LESSEE. Within thirty (30) days of a request, the LESSEE shall provide information to the LESSOR or its designee of the programs, activities, and services being provided on the leased premises so that a report about the Intergenerational Center Property can be generated. Additionally, the Use Agreement between the LESSEE and PCC shall require PCC to provide, within thirty (30) days of a request, information to the LESSOR or its designee of the programs, activities, and services being provided on the leased premises so that a report about the Intergenerational Center Property can be generated.

8. Signage.

No signs shall be erected on the leased premises or the Intergenerational Center Property without the prior written approval of the LESSOR. It is understood and agreed that the LESSOR

has the sole right to name the Intergenerational Center and the buildings located on the Intergenerational Center Property.

9. Repairs and Maintenance.

The LESSOR shall, at its sole cost and expense, be responsible for keeping the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to, furnishing and replacing electrical light fixture ballasts, heating and air conditioning filter pads, and broken glass.

The LESSEE shall, at its sole cost and expense, be responsible for keeping the leased premises in a good, clean, neat, attractive, pleasant and sanitary condition at all times. The LESSEE shall be responsible for providing and paying for all charges for housekeeping, cleaning, and janitorial services at the leased premises.

10. Alterations and Improvements.

No alterations, additions, improvements, or renovations shall be made to the leased premises without the prior written consent of the LESSOR.

11. Utilities.

The LESSEE shall be responsible for providing and paying for all charges for electricity, lighting, heating, water, air conditioning, stormwater, and sewer used by LESSEE in connection with the occupancy of the leased premises. The LESSEE shall be responsible, at its expense, for the telephone charges, network connection charges, and all charges for utilities used by LESSEE in connection with the occupancy of the leased premises.

12. Insurance.

Pursuant to Chapter 143, Article 31 of the North Carolina Statutes, the LESSEE will at all times during the term of this Lease Agreement, at its own cost and expense, keep in effect a program of self-insurance against claims for personal injury or property damage occurring on the premises and arising from the torts of its employees and agents in the course and scope of their duties in an amount of not less than \$1,000,000 for a single claim. The LESSEE shall provide the LESSOR with a certificate of insurance evidencing said coverage or a letter certifying self-insurance with said coverage on the leased premises. Additionally, the Use Agreement between the LESSEE and PCC shall require PCC to insure and keep in effect, at all times during the term of this Lease Agreement, at its own cost and expense, insurance on the leased premises against claims for personal injury or property damage under a policy of general liability insurance with a combined single limit of not less than \$1,000,000 with the LESSOR named as an additional named insured, written by an insurance company or companies authorized to do business in the State of North Carolina and to provide the LESSOR with a certificate of insurance evidencing said coverage.

13. Damage or Destruction by Fire or Other Casualty.

In the event that the building located on the leased premises is destroyed by fire or other casualty or act of God, then this Lease Agreement shall terminate as of the time of such

destruction without action on the part of either the LESSOR or the LESSEE. In the event that the building located on the leased premises is so damaged by fire, other casualty, or act of God that more than fifty percent (50%) of the floor space of the building cannot reasonably be used by LESSEE in the conduct of its activities, or the building is so damaged by fire or other casualty or act of God that it cannot, in the LESSOR's opinion, be economically repaired, then either party shall have the option to terminate this Lease Agreement by the provision of written notice to the other party.

14. Assignment and Subletting.

LESSEE may not assign or transfer this Lease Agreement or sublet the leased premises or any part of the leased premises without the prior written consent of the LESSOR. Notwithstanding the foregoing, it is understood and agreed that the LESSEE may allow PCC, through a Use Agreement between LESSEE and PCC, to conduct programs and activities at the leased premises in accordance with the limitation on the use of the leased premises set forth in section 3 of this Lease Agreement.

15. Indemnity.

To the extent permitted and limited by the laws of North Carolina, including, but not limited to, the North Carolina Tort Claims Act, the LESSEE agrees to indemnify and hold harmless the LESSOR and its officers and employees from and against any and all claims and demands whether from injury to person, loss of life, or damage to property, associated with the programs and activities conducted by the LESSEE on or within the demised premises. Additionally, the Use Agreement between the LESSEE and PCC shall require PCC to agree, to the extent permitted and limited by the laws of North Carolina, to indemnify and hold harmless the LESSOR and its officers and employees and East Carolina University and its officers and employees from and against any and all claims and demands whether from injury to person, loss of life, or damage to property, associated with the programs and activities conducted by PCC on or within the demised premises.

16. Surrender on Termination.

Upon the termination of this Lease Agreement for any reason, the LESSEE shall yield and deliver peaceably to the LESSOR possession of the leased premises and any alterations, additions, and improvements made by LESSEE thereto, promptly and in good condition, order, and repair, except for reasonable wear and tear and acts of God.

17. Default.

If LESSEE shall neglect to pay any annual installment of rent when due, or shall neglect to do and perform any other matter agreed to be done, and shall remain in default for a period of thirty (30) days after receiving written notice from LESSOR calling attention to the non-payment or default, LESSOR may declare this Lease Agreement terminated and take possession of the leased premises without prejudice to any other legal remedy it may have on account of such default. If LESSOR neglects to do or perform any matter agreed to be done in this Lease Agreement and shall remain in default for a period of thirty (30) days after written notice from the LESSEE calling attention to such default, the LESSEE may declare this Lease Agreement terminated without prejudice to any other legal remedy it may have on account of such default.

18. Liens.

The LESSEE agrees that it will not permit the claim of any contractor, sub-contractor, mechanic, laborer or materialmen to become and remain a lien on the leased property or upon the right, title or interest of the LESSEE created by this Lease Agreement after the indebtedness secured by such lien shall become due unless the same is in the process of actually being contested in good faith on the part of the LESSEE and in any event the LESSEE, to the extent permitted and limited by the laws of North Carolina, will protect, indemnify and save harmless the LESSOR from and in respect of any and all such claims.

19. Access.

LESSEE will be able to secure and restrict access to the leased premises when not in use for its activities. Notwithstanding the foregoing, LESSOR and LESSOR's officers and employees shall have full access to enter the leased premises anytime to examine the condition thereof or make repairs, additions or alterations as may be necessary for the safety, preservation or improvement of the property which the LESSOR, in its sole discretion, determines to make or for any other purpose which the LESSOR deems appropriate as it relates to the physical facility and equipment.

20. Quiet Enjoyment.

LESSOR agrees that LESSEE, upon payment of rent and performing the agreements in this Lease Agreement may peacefully and quietly have, hold and enjoy the said leased premises in accordance with all the terms of this Lease Agreement.

21. Notices.

Any notice provided for herein shall be deemed to have been served sufficiently when presented personally or sent by first class mail addressed as follows:

If to LESSOR:

City Manager
City of Greenville
P.O. Box 7207
Greenville, NC 27835

If to LESSEE:

Associate Vice Chancellor for
Administration & Finance -
Business Services, ECU
224 Ragsdale Building
Greenville, NC 27858

22. Legal and Regulatory Duties.

The LESSEE shall observe all applicable local, state, and federal laws and regulations as they pertain to LESSEE's use and occupation of the leased premises. To the extent permitted and limited by the laws of North Carolina, LESSEE shall indemnify and hold harmless the LESSOR and East Carolina University from and against any liability arising from such laws or regulations caused by LESSEE's use or occupation of the leased premises. Additionally, the Use Agreement

between LESSEE and PCC shall require PCC to observe all applicable local, state, and federal laws and regulations as they pertain to PCC's use and occupation of the leased premises and to indemnify and hold harmless the LESSOR and East Carolina University, to the extent permitted and limited by the laws of North Carolina, from and against any liability arising from such laws or regulations caused by PCC's use or occupation of the leased premises.

23. Amendment.

This Lease Agreement shall not be altered, amended or modified except by an agreement in writing executed by the duly authorized officials of the LESSOR and LESSEE.

24. Entire Agreement.

This Lease Agreement is the only agreement between the parties hereto with respect to the subject matter hereof and contains all of the terms agreed upon, and there are no other agreements, oral or written, between the parties hereto with respect to the subject matter thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed in duplicate originals as of the day and year first above written.

CITY OF GREENVILLE

BY: _____
Ann E. Wall, City Manager

STATE OF NORTH CAROLINA

BY: _____
A. Scott Buck, Associate
Vice Chancellor for Administration and
Finance-Business Services, ECU

**NORTH CAROLINA
PITT COUNTY**

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that Ann E. Wall, City Manager for the City of Greenville, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the ____ day of _____, 2017.

Notary Public

Print Name

My Commission Expires: _____

**NORTH CAROLINA
PITT COUNTY**

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that A. Scott Buck, Associate Vice Chancellor for Administration and Finance-Business Services, ECU, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the ____ day of _____, 2017.

Notary Public

Print Name

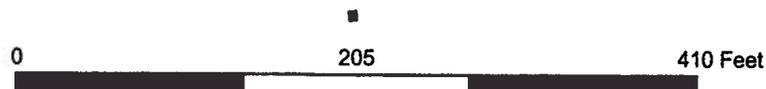
My Commission Expires: _____

Exhibit A: Lucille W. Gorham Intergenerational Center



<i>Building</i>	<i>Name</i>
A	Former Sanctuary
B	Former Rectory
C	Former Annex
D	Former School
E	Lessie Bass Building

 Boundary of Property





City of Greenville, North Carolina

Meeting Date: 8/14/2017
Time: 6:00 PM

Title of Item: Resolution Accepting Dedication of Rights-of-way and Easements for Glen Castle at Irish Creek

Explanation: **Abstract:** This item proposes a resolution to accept dedication of rights-of-way and easements for Glen Castle at Irish Creek.

Explanation: In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Glen Castle at Irish Creek (Map Book 81 at Page 136). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plat showing the rights-of-way and easements is also attached.

Fiscal Note: Funds for the maintenance of these rights-of-way and easements are included within the fiscal year 2017-2018 budget

Recommendation: City Council adopt the attached resolution accepting dedication of rights-of-way and easements for Glen Castle at Irish Creek.

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

Attachments / click to download

[Glen Castle at Irish Creek Final Plat](#)

[August 2017 Right of Way Resolution 1056508](#)

RESOLUTION NO.
A RESOLUTION ACCEPTING DEDICATION TO THE PUBLIC OF
RIGHTS-OF-WAY AND EASEMENTS ON SUBDIVISION PLATS

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

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

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

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

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

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

Glen Castle at Irish Creek

Map Book 81 Page 136

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

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

Adopted the 14th day of August, 2017.

Kandie D. Smith, Mayor

ATTEST:

Carol L. Barwick, City Clerk

NORTH CAROLINA
PITT COUNTY

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

WITNESS my hand and official seal this the 14th day of August, 2017.

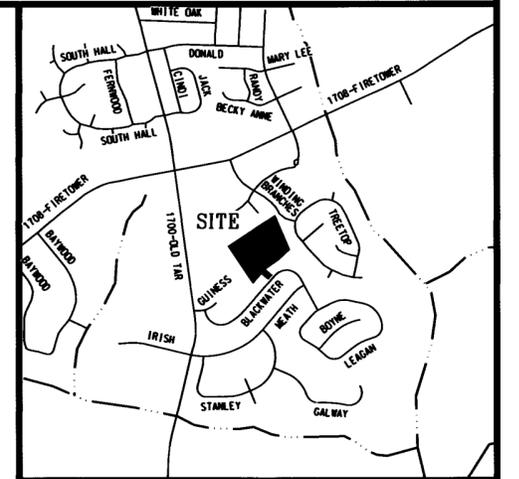
Notary Public

Attachment number 1
Page 2 of 2

My Commission Expires:

SITE DATA

AREA IN TOTAL TRACT.....9.7452 ACRES
 NUMBER OF LOTS CREATED.....24
 AREA IN COMMON AREA.....1.2150 ACRES
 AREA IN PARKS, RECREATION AND THE LIKE.....0.0 ACRES



VICINITY MAP
1" = 1000'

Doc ID: 013810810001 Type: CRP
 Recorded: 05/02/2017 at 02:37:57 PM
 Fee Amt: \$21.00 Page 1 of 1
 Pitt County, NC
 Lisa P. Nichols REG OF DEEDS
 BK 81 PG 136

COPY



I HEREBY CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES SUBDIVISIONS.
 [Signature]
 CARLTON E. PARKER

I, Carlton E. Parker CERTIFY THAT THIS MAP WAS DRAWN BY ME OR UNDER MY SUPERVISION FROM AN ACTUAL SURVEY BY ME OR UNDER MY SUPERVISION. THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000. THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK _____ PAGE _____ THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 12th DAY OF APRIL A.D. 2017.

[Signature]
 CARLTON E. PARKER L-2980
 [Signature]
 REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
 [Signature] 5/2/17
 REVIEW OFFICER DATE

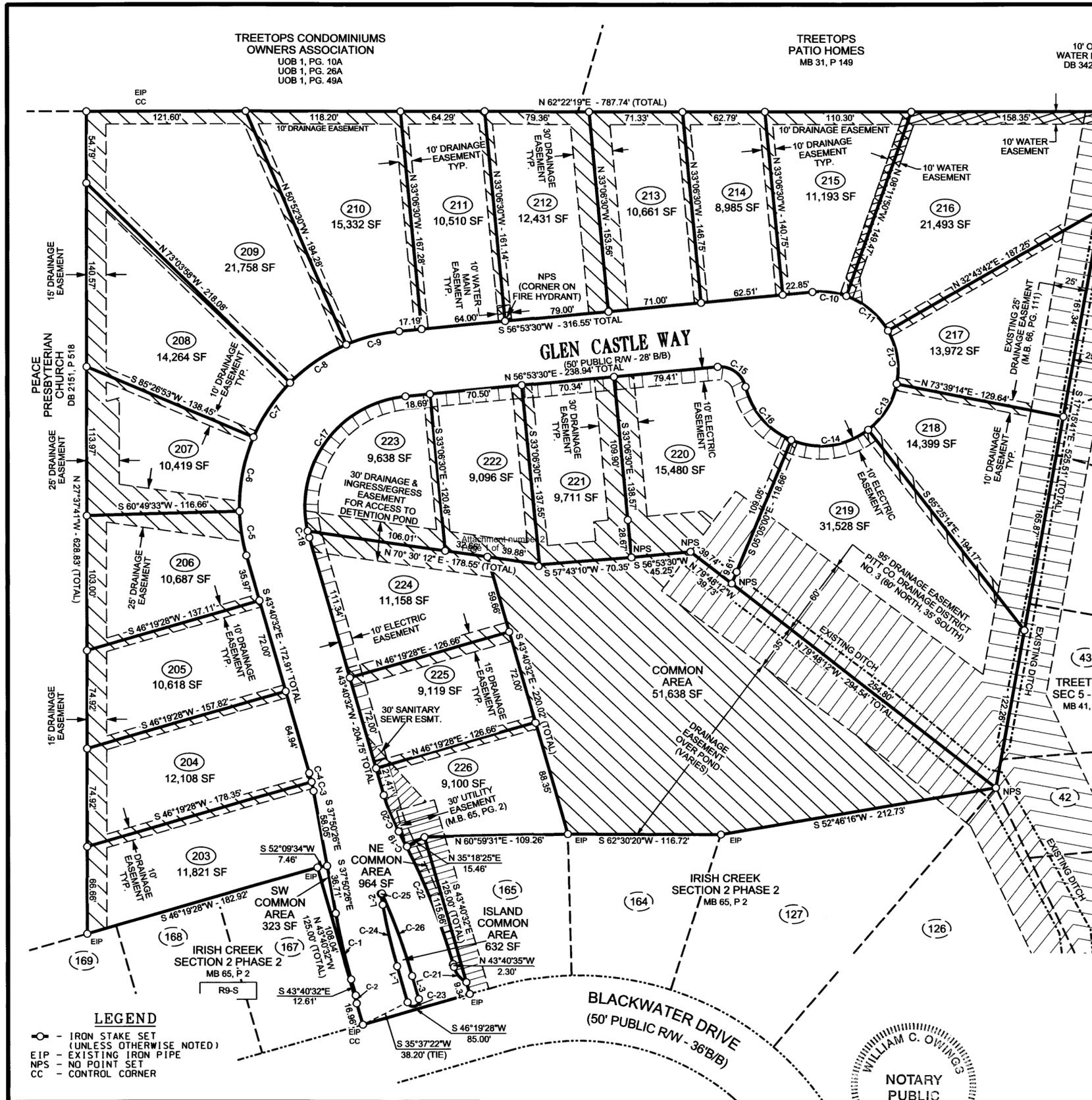
- NOTES:
- 1) THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES ARE FOR THE PURPOSE OF ESTABLISHING WIDTH OF SAID EASEMENTS. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
 - 2) THIS PROPERTY IS NOT LOCATED WITHIN A 100 YEAR FLOOD PLAIN (FEMA MAP 3720468500K DATED 07/07/2014).
 - 3) NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL NOT ENCROACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.
 - 4) COMMON AREA TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

LOT CURVE DATA

NAME	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C-1	R = 511.00'	L = 52.04'	CH = S 40°45'29"E	52.02'
C-2	R = 19.00'	L = 6.31'	CH = S 34°09'17"E	6.29'
C-3	R = 139.00'	L = 7.09'	CH = S 39°18'08"E	7.06'
C-4	R = 139.00'	L = 7.06'	CH = S 42°13'12"E	7.06'
C-5	R = 135.00'	L = 34.17'	CH = S 36°25'29"E	34.08'
C-6	R = 135.00'	L = 58.01'	CH = S 16°51'47"E	57.57'
C-7	R = 135.00'	L = 50.62'	CH = S 06°11'27"W	50.33'
C-8	R = 135.00'	L = 52.29'	CH = S 28°01'46"W	51.96'
C-9	R = 135.00'	L = 41.86'	CH = S 48°00'30"W	41.69'
C-10	R = 59.00'	L = 26.28'	CH = S 69°02'34"W	26.06'
C-11	R = 59.00'	L = 42.14'	CH = N 77°44'04"W	41.25'
C-12	R = 59.00'	L = 42.14'	CH = N 36°48'32"W	41.25'
C-13	R = 59.00'	L = 42.14'	CH = N 04°07'00"E	41.25'
C-14	R = 59.00'	L = 62.13'	CH = N 54°44'53"E	59.30'
C-15	R = 20.00'	L = 28.62'	CH = S 82°06'42"E	26.24'
C-16	R = 59.00'	L = 55.57'	CH = S 68°05'56"E	53.54'
C-17	R = 85.00'	L = 144.08'	CH = N 08°20'00"E	127.44'
C-18	R = 85.00'	L = 5.12'	CH = N 41°57'01"W	5.12'
C-19	R = 511.00'	L = 12.81'	CH = N 55°17'23"W	12.81'
C-20	R = 139.00'	L = 29.92'	CH = N 49°50'30"W	29.86'
C-21	R = 19.00'	L = 15.47'	CH = N 67°00'24"W	15.05'
C-22	R = 511.00'	L = 97.18'	CH = N 49°07'25"W	97.03'
C-23	R = 4.50'	L = 14.14'	CH = S 48°19'28"W	9.00'
C-24	R = 475.50'	L = 48.43'	CH = N 40°45'29"W	48.40'
C-25	R = 0.50'	L = 1.45'	CH = N 45°14'26"E	0.99'
C-26	R = 481.50'	L = 67.26'	CH = S 47°40'38"E	67.20'

LOT LINE DATA

NAME	BEARING	DISTANCE
L-1	N 43°40'32"W	28.68'
L-2	N 37°50'26"W	8.40'
L-3	S 43°40'32"E	18.36'



LEGEND
 ○ - IRON STAKE SET (UNLESS OTHERWISE NOTED)
 EIP - EXISTING IRON PIPE
 NPS - NO POINT SET
 CC - CONTROL CORNER

MAP FOR RECORD
GLEN CASTLE AT IRISH CREEK
 IRISH CREEK SECTION 3 LOT 2 REFERENCE MAP BOOK 66, PAGE 111 OF THE PITT COUNTY REGISTRY
 GREENVILLE WINTERVILLE TWP. PITT COUNTY NORTH CAROLINA

OWNERS: JONATHAN R. DAY
 P.O. BOX 507
 GREENVILLE, NC 27834
 (252) 756-1119

MALPASS & ASSOCIATES
 NC LICENSE NO. C-1289
 1645 EAST ARLINGTON BLVD., SUITE D
 GREENVILLE, N.C. 27858
 (252) 756-1780

SURVEYED: CEP
APPROVED: CEP
DRAWN: WCO
DATE: 09/13/16
CHECKED: CEP
SCALE: 1" = 60'

SOURCE OF TITLE
 THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLES OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS:
 DEED BOOK 2147 PAGE 177
 DEED BOOK - PAGE -
 N.C. REGISTRATION NO. L-2980

OWNER'S STATEMENT
 THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF:
 Jonathan R. Day
 OWNER
 SWORN AND SUBSCRIBED BEFORE ME THIS 12th DAY OF April, 2017.
 [Signature]
 NOTARY PUBLIC
 MY COMMISSION EXPIRES 01/18/23

APPROVAL
 THIS FINAL PLAT, NO. 17-21 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 12th DAY OF April, 2017.
 SIGNED: [Signature]
 CITY PLANNER

DEDICATION
 THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLLOTMENT TO BE HIS FREE ACT AND DEED, AND HEREBY DEDICATES TO PUBLIC USE AS STREETS, PARKS, PLAYGROUNDS, OPEN SPACES AND EASEMENTS FOREVER, ALL AREAS AS SHOWN OR AS INDICATED ON SAID PLAT.
 SIGNED: Jonathan R. Day
 SIGNED: [Signature]
 ATTEST: [Signature]



City of Greenville, North Carolina

Meeting Date: 8/14/2017
Time: 6:00 PM

Title of Item: Contract with The East Group, P.A. for On-Call Architectural/Engineering Services

Explanation: **Abstract:** This contract provides on-call architectural/engineering services utilizing 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. An individual work order for this on-call architectural and engineering service must be less than \$50,000. The total maximum value of the contract is \$750,000 over the term of the contract.

Explanation: In June 2017, 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 current on-call contract is with The East Group but has met the contract limit. Public Works, Recreation & Parks, Community Development, and other departments used this contract to obtain design and study services. This contract will handle projects generally associated with vertical construction or the Facilities Improvement Program (i.e. building renovations, roof replacements, new small building constructions, generator replacements, park renovations, HVAC systems replacements, playgrounds, walking trails, and building structural repairs).

Eight firms submitted qualifications on June 23, 2017. The eight firms submitting qualifications were:

- The East Group
- BW Architecture, PLLC
- McLawhorn Engineering
- Stewart, Inc.
- The Wooten Company
- JKF Architecture

- Cheatham and Associates, PA
- Stanford White, Inc.

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 \$750,000 due to the City's growth and continued needs to improve and maintain its property. The authorization level is not a guarantee of work; it is a not-to-exceed amount. 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 or the City Manager, depending on the contract amount.

Fiscal Note:

Funds for each work order come from the Public Works Department's budget or from approved Capital Improvement Program and Facilities Improvement Program projects. The maximum value of the contract is \$750,000 over the term of the contract.

Recommendation:

Award the attached contract for on-call architectural/engineering services to The East Group, P.A. in an amount not to exceed \$750,000 over the term of the contract.

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

Attachments / click to download

 [On Call 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. 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. 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.
- 4.

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.

8.06 Iran Divestment Act Certification:

- A. The Engineer hereby certifies that, it is not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. The Engineer shall not utilize in the performance of the Agreement any subcontractor that is identified on the Iran Final Divestment List.

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.

Signature: _____

Signature: _____

By: Kandie D Smith

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

Greenville, NC

Address for giving notices:

324 Evans Street

Greenville, NC 27858

Designated Representative (Paragraph 8.03.A):

Ross Peterson

Title: Building Facilities Coordinator

Phone Number: 252-329-4921

Facsimile Number: 252-329-4844

E-Mail Address: rpeterson@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.

Design services for park renovations and repairs;

Design services to construct new parks, playgrounds, and walking trails;

Design services to construction buildings and vertical structures on park property;

Design services for repairs and renovations to existing 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.

Developing concepts that can be used developing 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 \$50,000; 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 \$750,000 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.

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

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 I6.10 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 6.10.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: 8/14/2017
Time: 6:00 PM

Title of Item: Purchase order request for an EMS vehicle for the Fire/Rescue Department

Explanation: **Abstract:** The Fire/Rescue Department requests approval to replace an existing EMS vehicle with a new 2017 Road Rescue Ultramedic E450 EMS vehicle at a total cost of \$246,400. The EMS vehicle meets the criteria for replacement and has been approved by City Council as part of the FY 17/18 Vehicle Replacement Fund authorized purchases.

Explanation: The Fire/Rescue Department requests approval for purchasing one (1) EMS vehicle. The purchase is being made from Road Rescue through the Houston-Galveston Area Council (HGAC) Contract. The total cost is \$246,400. The proposed vehicle has met all of the replacement criteria set within the Vehicle Replacement Fund Procedures. The new EMS vehicle will replace a currently assigned vehicle in the Fire/Rescue Department, and the current EMS vehicle will become surplus so that it can be sold.

Fiscal Note: The requested EMS vehicle is included in the City's approved FY 17/18 Vehicle Replacement Program Purchase List.

Recommendation: City Council approve the purchase order request of one (1) Road Rescue Ultramedic E450 from Road Rescue through the Houston-Galveston Area Council Contract (HGAC).

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 [EMS](#)

City of Greenville
1500 Beatty Street
Greenville, NC 27834

Thursday, June 1, 2017

Atlantic Emergency Solutions, the North Carolina dealer for Road Rescue Emergency Vehicles, is pleased to present you with pricing regarding your request for 2017 Ford E450 Ultramedic, Ambulance(s).

The prices to customize and manufacture the truck matching your specifications are as follows:

Total cost for (1) unit: \$246,400.00
Total cost for (2) units: \$478,792.00 --- \$239,396.00 price per unit
Total cost for (3) units: \$711,921.00 --- \$237,307.00 price per unit

The price includes the following:

Factory Pickup and Transportation

Road Rescue will drive new unit(s) from Road Rescue to Fayetteville Service facility after final inspection

Dealer Pre-Delivery Inspection

Fayetteville service center will perform a pre-delivery inspection after delivery from the Road Rescue factory

Delivery

Greenville will take delivery of unit(s) from Fayetteville Service Center after pre-delivery inspection is completed

Fuel and Tags

Atlantic will ensure the unit(s) has a full tank of fuel and a temporary tag

Pre-Construction Meeting

A pre-construction meeting will take place in Greenville, NC at customers convenience

Inspection Trips Include

- (1) Mid-Point, post paint inspection trip to Winter Park, Florida for (3) department personnel
- (1) Final inspection trip to Winter Park, Florida for (6) department personnel



Standing true to their motto, In Service for Life, Road Rescue has been manufacturing quality units since 1976. Located in Winter Park, Florida, Road Rescue offers a diverse product line, allowing for unique and custom ambulance configurations. Being one of only two ISO 9001 certified ambulance manufactures in the industry, Road Rescue prides itself on safety, innovation, maintenance, and the Road Rescue experience. Road Rescue's parent company, REV, is no stranger to the world of emergency apparatus. Representing eight unique emergency apparatus brands, REV has the experience and knowhow to continue leading Road Rescue in an innovative and prosperous state of operation.

At Atlantic Emergency Solutions we have built an internal and external infrastructure capable of meeting the diverse needs of our customers. With eleven (11) service centers and over fifteen (15) fully stocked service vehicles located throughout Maryland, Delaware, Virginia, and North Carolina our service is unmatched. It is our mission to not only make the duration of your emergency vehicle a pleasant experience, but to assist in any way possible.

Atlantic Emergency Solutions has invested heavily in providing warranty, routine and emergency service to its customers in North Carolina. Atlantic Emergency Solutions views the acquisition of custom ambulances by one of our customers not merely a purchase but an investment. This investment needs to be protected with best in local service!

Should you have any additional questions regarding any information in this proposal, please do not hesitate to call or email at the below contact information.

I look forward to the opportunity of continuing the working relationship with the members of the City of Greenville and all those involved in the fire and emergency field.

Thank you!

Michael F. Guzman



VP of Ambulance Sales





City of Greenville, North Carolina

Meeting Date: 8/14/2017
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 bids and contracts were awarded during the months of June and July.

Date Awarded	Description	Vendor PO Number	Amount	MWBE Vendor?	Does Local Preference Apply?
6/14/2017	Up-fitting of Government-owned Emergency Response Vehicles	Adamson Industries 17000593 Note: GSA Contract (federal)	\$79,606.93	Yes	No
6/15/2017	Up-fitting of Government-owned Emergency Response Vehicles	Adamson Industries 17000596 Note: GSA Contract (federal)	\$82,395.54	Yes	No

		Lawmen's Distribution			
7/11/2017	Ammunition	18000004	\$75,262.29	No	No
		Note: NC State Contract			

Fiscal Note: Funding for the bids and contracts awarded are included in the City of Greenville's 2016-2017 or 2017-2018 budget ordinances.

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

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City of Greenville, North Carolina

Meeting Date: 8/14/2017
Time: 6:00 PM

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

Explanation: **Abstract:** 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 before City Council for their approval as well. These refunds will be reported as they occur when they exceed \$100.

Explanation: The Director of Financial Services reports refunds of the following taxes:

Payee	Adjustment Refunds	Amount
Allen, Casey H.	Registered Motor Vehicle	124.20
Ayers, Jerry W.	Registered Motor Vehicle	135.24
Baker, Keanna L.	Registered Motor Vehicle	106.41
Brock, Leavy Jr	Registered Motor Vehicle	170.08
Cherry Lane Freewill Baptist Church	Registered Motor Vehicle	127.80
Glonek, Arvon L.	Registered Motor Vehicle	155.60
Hawkins, Angela R.	Registered Motor Vehicle	145.96
Nelson, April L.	Registered Motor Vehicle	125.78
Overstreet, Billy Ray	Registered Motor Vehicle	131.45
Perez, Evander	Registered Motor Vehicle	226.41
Spell, Willie L.	Registered Property Tax	357.90
Tyson, Shannon B.	Registered Motor Vehicle	131.24

Fiscal Note: The total to be refunded is \$1,938.07.

Recommendation: Approval of tax refunds by City Council.

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City of Greenville, North Carolina

Meeting Date: 8/14/2017
Time: 6:00 PM

Title of Item: Presentations by Boards and Commissions:
a. Pitt-Greenville Airport Authority
b. Recreation and Parks Commission
c. Redevelopment Commission

Explanation: The Pitt-Greenville Airport Authority, Recreation and Parks Commission, and Redevelopment Commission are scheduled to make their annual presentations to City Council at the August 14, 2017 meeting.

Fiscal Note: No direct cost.

Recommendation: Hear presentations from the Pitt-Greenville Airport Authority, Recreation and Parks Commission, and Redevelopment Commission.

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City of Greenville, North Carolina

Meeting Date: 8/14/2017
Time: 6:00 PM

Title of Item: Update by the North Carolina Department of Transportation on Fire Tower Road and Portertown Road Projects U-5870 and U-5785

Explanation: **Abstract:** This is an update of the project by NCDOT representatives of the proposed additions to the Fire Tower/Portertown Road Widening and Improvements Project to extend the limits of the project on Fire Tower Road to encompass the upgrade of the intersections on Fire Tower Road at Charles Boulevard and Arlington Boulevard.

Explanation: NCDOT representatives will provide an update to City Council on the proposed additions to the Fire Tower/Portertown Road Project.

As background, a public input meeting was originally held on the combined Fire Tower/Portertown Road project on September 26, 2016. Based on public input and internal study of the project impacts, NCDOT felt that further study was needed to see what impacts this project was having on the intersections at the western end of the project.

On February 9, 2017, NCDOT representatives made a presentation to City Council to seek support for expanding the project to include the improvements of Fire Tower Road and the intersections on Fire Tower Road at Charles Boulevard and Arlington Boulevard in an effort to relieve the anticipated traffic congestion exacerbated by the Fire Tower and Portertown Road widening.

Expanding the limits of the existing project would prevent the City from having to program and seek funding for this portion of Fire Tower Road separately. If not included with the existing project, it would delay the improvements for several more years after the Fire Tower/Portertown Road project was complete.

Based on feedback from the February 9th City Council meeting, NCDOT committed to return to City Council to review the more specific design elements of the project once their work was further along. This presentation is for information only.

On July 31, 2017, a public meeting was held at Pitt County Community Schools and Recreation Building at Alice Keene Park to receive public input on the proposed expansion to the project. There is a 30-day period set for the receipt of public comments.

Once the public comment period is over, NCDOT will consider those comments and then establish a final recommendation for the City to consider. A recommendation will be brought back to City Council at a later date where NCDOT will request a resolution of support of the recommended plan.

Fiscal Note: There are no fiscal impacts with this presentation.

Recommendation: City Council receive the presentation as information.

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City of Greenville, North Carolina

Meeting Date: 8/14/2017
Time: 6:00 PM

Title of Item: Update by the North Carolina Department of Transportation for the Allen Road Widening and Upgrade Project No. U-5875

Explanation: **Abstract:** This is an introduction of the project by NCDOT representatives as an update of the widening improvements to Allen Road (SR 1203) between Stantonsburg Road (SR 1467) and US 13 (Dickinson Avenue Extension).

Explanation: This is a presentation by NCDOT representatives to update City Council on the Allen Road Widening and Upgrade Project. On March 27, 2017, a public meeting was held at the Lake Forest Elementary School to receive public input on the project.

The presentation will include an overview of the overall project improvements to Allen Road between Stantonsburg Road and Dickinson Avenue Extension and an update of the project schedule.

Fiscal Note: There are no fiscal impacts with this presentation.

Recommendation: City Council receive the presentation as information.

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City of Greenville, North Carolina

Meeting Date: 8/14/2017
Time: 6:00 PM

Title of Item: Municipal Agreement with the North Carolina Department of Transportation for Dickinson Avenue Modernization Project No. U-5606 Betterments

Explanation: **Abstract:** This is an agreement with the North Carolina Department of Transportation (NCDOT) for Project No. U-5606, Dickinson Avenue Modernization from NC 11 to Reade Circle. In addition to the reconstruction of Dickinson Avenue, the project will include City-requested betterments (streetscape design, lighting design, and construction) from 14th Street to Columbia Avenue and 9th Street to Reade Circle along Dickinson Avenue. The estimated cost to the City of Greenville is \$1,623,090.

Explanation: The North Carolina Department of Transportation (NCDOT) has programed the reconstruction of Dickinson Avenue between NC 11 (South Memorial Drive) to Reade Circle as Project No. U-5606 slated for construction sometime in 2018. The City requested that NCDOT include in the project streetscape improvements on that portion of Dickinson Avenue between 14th Street and Reade Circle as part of the City's focus on this portion of Dickinson Avenue as the Arts District. The original project would normally not include streetscape work and is considered betterments and not funded by NCDOT. This agreement integrates the City's request into their project and includes streetscape design, lighting design, and construction of these betterments from 14th Street to Columbia Avenue and 9th Street to Reade Circle along Dickinson Avenue, for which the City is responsible for 100% of the actual cost. The portion between Columbia Avenue and 9th Street is included in the 10th Street Connector Project (U-3315). The estimated total cost to the City of Greenville is \$1,623,090, which includes \$118,040 for streetscape and lighting design and \$1,505,050 for construction of streetscape and lighting improvements. The agreement provides that the City would pay the total cost once the project is complete and within 60 days after invoicing by NCDOT.

Fiscal Note: The City will be responsible for 100% of the actual cost of all requested betterments, which will be paid for through Powell Bill and General Fund funding.

Recommendation: City Council approve the Municipal Agreement with NCDOT for betterments along Dickinson Avenue.

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 [NCDOT Agreement](#)

NORTH CAROLINA

**TRANSPORTATION IMPROVEMENT PROJECT –
MUNICIPAL AGREEMENT WITH BETTERMENTS**

PITT COUNTY

DATE: 6/23/2017

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: U-5606

AND

WBS Elements: 45834.1
45834.3

CITY OF GREENVILLE

THIS MUNICIPAL AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Greenville, a local government entity, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the Department has plans to make certain street and highway constructions and improvements within the Municipality under Project U-5606, in Pitt County; and,

WHEREAS, the Department and the Municipality have agreed that the municipal limits, as of the date of the awarding of the contract for the construction of the above-mentioned project, are to be used in determining the duties, responsibilities, rights and legal obligations of the parties hereto for the purposes of this Agreement; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly, including but not limited to, the following legislation: General Statutes of North Carolina (NCGS), Section 136-66.1, Section 160A-296 and 297, Section 136-18, and Section 20-169, to participate in the planning and construction of a Project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and,

WHEREAS, the parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for the Project as hereinafter set out.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

SCOPE OF THE PROJECT

1. The Project consists of roadway improvements on SR 1598 (Dickinson Avenue) from NC 11 to SR 1610 (Reade Circle). At the request of the Municipality, betterments for streetscape design, lighting design and the construction thereof, from 14th Street to Columbia Avenue and 9th Street to Reade Circle along Dickinson Avenue, will be added to the Project.

PLANNING AND DESIGN

2. The Department shall prepare the environmental and/or planning document, and obtain any environmental permits needed to construct the Project, and prepare the Project plans and specifications needed to construct the Project. All work shall be done in accordance with departmental standards, specifications, policies and procedures.

RIGHT OF WAY

3. The Department shall be responsible for acquiring any needed right of way required for the Project. Acquisition of right of way shall be accomplished in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.
4. It is understood by both parties that all work for the betterments shall be performed within the existing right of way. However, should it become necessary, the Municipality, at no expense or liability whatsoever to the Department, shall provide any needed right of way and or construction easements for the construction of the betterments, and remove from said rights of way all obstructions and encroachments of any kind or character. Acquisition of any needed right of way shall be performed in accordance with the following state and federal policies and procedures, "Right of Way Acquisition Policy and Land Acquisition Policy, contained in the Federal-Aid Policy Guide, Part 712, Subpart B", and the North Carolina Right of Way Manual (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970). The Department shall be indemnified and held harmless from any and all damages and claims for damages associated with the acquisition of any construction easements and/or right of way.

UTILITIES

5. The Municipality, without any cost or liability whatsoever to the Department, shall relocate and adjust all municipally-owned utilities in conflict with the Project and shall exercise any rights which it may have under any franchise to effect all necessary changes, adjustments, and relocations of

telephone, telegraph, and electric power lines; underground cables, gas lines, and other pipelines or conduits; or any privately- or publicly-owned utilities.

- A. Said work shall be performed in a manner satisfactory to the Department prior to the Department beginning construction of the Project. The Municipality shall make every effort to promptly relocate said utilities in order that the Department will not be delayed in the construction of the Project.
- B. The Municipality shall make all necessary adjustments to house or lot connections or services lying within the right of way or construction limits, whichever is greater, of the Project.
- C. The Department, where necessitated by construction, will make vertical adjustments of two (2) feet or less to the existing manholes, meter boxes, and valve boxes at no expense to the Municipality.
- D. If applicable, the Department shall reimburse the Municipality in accordance with the Municipally Owned Utility Policy of the Department approved by the Board of Transportation.
- E. If the Municipality requests the Department to include the relocation and/or adjustment of municipally owned utilities in its construction contract provisions, the Municipality shall reimburse the Department all costs associated with said relocation. Reimbursement will be based on final project plans and actual costs of relocation. If a request is received from the Municipality, a separate Utility Agreement will be prepared to determine the reimbursement terms and an updated cost estimate.

CONSTRUCTION

- 6. The Department shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The Department shall administer the construction contract for said Project. At the request of the Municipality, the Department shall include provisions in its construction contract to construction the streetscape and lighting design, from 14th Street to Columbia Avenue and 9th Street to Reade Circle along Dickinson Avenue, in accordance with the design plans filed with, and approved by, the Department. Said work shall be performed in accordance with Departmental policies, procedures, standards and specifications, and the following provisions.

MAINTENANCE

7. Upon completion of the Project:
 - A. The Department shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highways", and departmental criteria.
 - B. The improvement(s) shall be a part of the State Highway System and owned and maintained by the Department.
8. The Municipality, at no expense to the Department, shall assume all maintenance responsibilities for the betterments and release the Department from all liability relating to such maintenance.

BETTERMENT COSTS AND FUNDING

9. The Municipality shall participate in the Betterment costs of the Project as follows:
 - A. The Municipality shall reimburse the Department one hundred percent (100%), of the actual cost, including administrative costs, of the work associated with the design and construction of the streetscape and lighting.

- B. Betterments estimated cost to the Municipality is as follows:

Streetscape Design and Lighting Design	100%	\$118,040
Construction of Streetscape and Lighting Design	100%	\$1,505,050

Both parties understand that this is an estimated cost and is subject to change.

TOTAL ESTIMATED COST TO THE MUNICIPALITY: \$1,623,090.

- C. Upon completion of the Project, the Department will invoice the Municipality for their share of the actual costs of the Betterments. Reimbursement to the Department shall be made in one final payment within sixty days of invoicing by the Department. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS § 147-86.23.

- D. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment herein above provided, NCGS § 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by NCGS § 136-41.1 until such time as the Department has received payment in full under the reimbursement terms set forth in this Agreement

ADDITIONAL PROVISIONS

10. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.
11. To the extent authorized by state and federal claims statutes, each party shall be responsible for its respective actions under the terms of this agreement and save harmless the other party from any claims arising as a result of such actions.
12. All terms of this Agreement are subject to available departmental funding and fiscal constraints.
13. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.
14. The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.
15. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.
16. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and

Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

17. Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.* requires that each vendor, prior to contracting with the State, certify that the contracting party meets the requirements of the Iran Divestment Act. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

By execution of this Agreement each Party certifies that neither it nor its Agents or Contactors/Subcontractors are on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran; and neither Party shall utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List. Furthermore, each Party certifies that the undersigned are authorized by the Parties to make this Certification.

During the term of this Agreement, should the Parties receive information that a person is in violation of the Act as stated above, the Department will offer the person an opportunity to respond and the Department will take action as appropriate and provided for by law, rule, or contract. Should this Act be voided by NC General Statute, this Agreement will remain valid; however this certification will no longer be required.

IT IS UNDERSTOOD AND AGREED upon that the approval of the Project by the Department is subject to the conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST: CITY OF GREENVILLE

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Approved by _____ of the local governing body of the City of Greenville as attested to by the signature of Clerk of said governing body on _____ (Date)

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

(SEAL)

BY: _____
(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:
City of Greenville

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)



City of Greenville, North Carolina

Meeting Date: 8/14/2017
Time: 6:00 PM

Title of Item: Benchmarking Report for Pitt County Arts Council at Emerge

Explanation: **Abstract:** Included in the Scope of Services of the City's FY 2016-17 contract with the Pitt County Arts Council at Emerge is that Emerge will partner with the Office of Economic Development (OED) to perform specific services to develop, promote, and support the arts in Greenville. The Pitt County Arts Council at Emerge will report on the deliverables for year one of the contract.

Explanation: The Pitt County Arts Council at Emerge, in partnership with the Office of Economic Development, has served the City of Greenville by administering the following arts services as the Civic Art Facilitator and Countywide Arts Council.

1. Developed, promoted, and supported the arts in the city of Greenville.
2. Served as the voice for artists and arts organizations to better engage, support, and grow arts within the community.
3. Partnered and planned with stakeholders to ensure that the arts are a part of future development, streetscapes, and plans within the community.
4. Researched the economic impact of the arts and cultural events and organizations within the City of Greenville and Pitt County. For 2016-17, they will be conducting surveys of events and non-profit arts and cultural organizations.
5. Managed the call for artists for the rotating art at Chico's Lot and Evans Street locations and provided administrative oversight of honorarium and installation.
6. Conducted research and precedent studies of other successful arts districts in areas similar to Greenville.

The Pitt County Arts Council at Emerge will provide a report on these items and highlight accomplishments.

Fiscal Note: This project is included in the Scope of Services of the City's \$16,000 contract with the Pitt County Arts Council at Emerge for FY 2016-17.

Recommendation: In presenting this update to City Council, Emerge has completed the items under its Scope of Services for FY 2016-17.

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City of Greenville, North Carolina

Meeting Date: 8/14/2017
Time: 6:00 PM

Title of Item: Update on Police Department's Child Trauma Response Initiative

Explanation: **Abstract:** Last year, the Greenville Police Department was awarded a grant from the N.C. Governor's Crime Commission to fund a civilian Child Trauma Victim Advocate position. Staff will update City Council on this position and the Child Trauma Response Initiative.

Explanation: In October 2016, the Greenville Police Department was awarded a grant through the N.C. Governor's Crime Commission under the Victims of Crime Act. The grant is for a period of two years and funds a Child Trauma Victim Advocate position, training, supplies and equipment.

D'Nise Williams-Braswell was hired to fill the position in January of 2017. The position is to be a first responder to incidents where children have witnessed traumatic events, including domestic violence, gun violence, suicide, or any other event that may cause trauma and long-term negative effects, including health and social problems. Parents or guardians are contacted and offered services deemed appropriate to help the child. As of June 30, over 70 children have been offered services.

Ms. Braswell is also responsible for GPD's Child Trauma Response Initiative. This program mirrors similar programs across the nation, but more specifically the programs practiced in Charlotte and Greensboro. It is a partnership between law enforcement and mental health professionals with the Child Trauma Victim Advocate providing on-scene crisis psychological first aid when needed and conducting trauma assessments to better connect the victim with the proper community resources. Ms. Braswell will provide a brief presentation on the program and ways her position is providing support and assistance for these families in need.

Fiscal Note: N/A

Recommendation: Hear the presentation on GPD's Child Trauma Response Initiative

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City of Greenville, North Carolina

Meeting Date: 8/14/2017
Time: 6:00 PM

Title of Item: Request by the Police Department to utilize Federal Asset Forfeiture Funds to pursue various programming

Explanation: **Abstract:** The Police Department is requesting authorization to pursue various programming for the department by utilizing Federal Asset Forfeiture Funds. These funds are the direct result of money and property seized during criminal investigations.

Explanation:
The Police Department is seeking approval to use Federal Asset Forfeiture funds to pursue various programming needs for the department. The following is a description of proposed expenditures requested from the Federal Asset Forfeiture account:

Narcan Purchase: Doses of Narcan available for patrol officers need to be replaced due to either use or expiration of units. 100 doses need to be purchased to ensure a sufficient supply for GPD officers. The estimated cost is **\$4,356**.

Community Satisfaction Survey: The Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA) mandates the Greenville Police Department (GPD) conduct a triennial survey of city residents to gauge satisfaction with the services provided by GPD. East Carolina University (ECU) has conducted this survey in the past and has agreed to conduct this year's survey. The survey will include a cross-section of all citizens, including students from ECU. It will be overseen by a doctorate level professor, and the questions will cover CALEA requirements. The attached document details the expenses for the survey. The cost is expected to be **\$15,359**.

Forensics Accreditation through ANAB: ANAB (ANSI National Accreditation Board) is the leader for independent third-party accreditation of forensic agencies. Accreditation is based on assessment of an agency's technical qualifications and competence for conducting specific testing in forensics labs. Much like CALEA accreditation for the Police Department, ANAB accreditation

for Forensics will ensure that our Forensics Unit is operating under standards that are accepted internationally. ANAB accreditation would also add legitimacy to the forensics division, especially when officers testify in court.

The estimated cost for accreditation in the crime scene investigation category is **\$9,150 plus \$6,000** for training. The annual fee associated with reaccreditation will be paid out of contracted services and will not require use of DOJ funds.

Purchase of Pen-Link: Pen-Link is an analysis tool for use with historical cellular phone records and historical IP Address records. Pen-Link allows for in-depth analysis of those records as they relate to active case investigations. Pen-Link also allows for active interception of cellular phones in regards to pen registers, which in summary are real-time call detail records. Pen-Link is primarily used for the analytic and intercept needs of the agency when managing large amounts of electronic data connected to active investigations. The estimated one-time purchase price is **\$23,400**. There is a recurring annual maintenance fee, but similar outdated programs have been omitted which allows available funding for the recurring annual fee to be paid out of the contracted services account.

Fiscal Note:

The total proposed expenditures from the Federal Asset Forfeiture account are \$58,265. The City's Federal Forfeiture cash account has an approximate available balance of \$169,069.

Recommendation:

Staff recommends approval to use Federal Asset Forfeiture Funds for the various programming discussed.

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 [Proposed_Cost_Estimates_ECU_Triennial_Survey_2017_1056015](#)

GPD Community Satisfaction Survey Project Options and Cost Estimates

Statement of Work

Data for the project will be collected from City of Greenville residents, including ECU students. The largest data collection effort will be a survey of residents, to be conducted by the College of Arts & Sciences Center for Survey Research (CSR). We propose to collect data from residents via phone and online.

Objectives:

- I) Refine the instrument used for previous surveys of community satisfaction (conducted in 2011 and 2014) as appropriate
- II) Collect data about citizen fear of crime perception
- III) Collect data on citizen satisfaction with police service and performance
- IV) Analyze data and provide a summary report to Greenville Police Department

Responsibilities:

Heidi S. Bonner, PI, will oversee the project, will be responsible for communication with the IRB, and will coordinate the dissemination of funds as dictated by the contract. She will share responsibility for instrument refinement and data analysis with the CSR, and will have primary responsibility for compiling the final report.

Peter Francia and Jay Morris (CSR) will share responsibility with the PI for refining the data collection instrument and data analysis, and will oversee the survey data collection effort. The CSR team will act as survey managers with the duties of respondent sampling as well as training, supervising, and coordinating the collection of data by the project graduate assistant and interviewers.

Randy Knebel is a doctoral student, and will be responsible for training, and helping to coordinate, the interviewers. He will also be responsible for the additional email survey, if GPD decides to include that component (if not, we will provide a revised estimate for the phone only option).

Project Deliverables:

A final report detailing the findings from the analysis of the data collected will be provided to the Greenville Police Department.

Data collected from residents via phone, and ECU students via email address

Budget:

Salaries:

Bonner (PI) (4 months @ 8%)	\$2,277
Francia and affiliated scholars (CSR) (1.5 months @ 8%)	\$2,233
Knebel (Doctoral GA, CSR) (4 months @ 8%, includes partial tuition and fees)	\$1,111
Fringe	\$1,710
Call center labor (\$9/hour for 400 hours)	\$3,600

Supplies and Materials

Email list (ECU students)	\$0
Phone sample	\$2,500

Indirect Costs @ 15% of Total Direct Costs (CSR rate): \$1,928

Total Request \$15,359

Other options: We do not recommend conducting an email-only survey because the results will not be generalizable to the entire city. We did price a mail option, but it was more expensive to complete than conducting calls. Another option is focus groups, but the results will also not be generalizable to the entire city.



City of Greenville, North Carolina

Meeting Date: 8/14/2017
Time: 6:00 PM

Title of Item: Contract Award for the Stormwater Advisory Committee (SWAC) Facilitation and Rate Study

Explanation: **Abstract:** This contract is designed to complete a stormwater utility rate study linking maintenance, capital improvement needs, financing, and policy. The Stormwater Advisory Committee (SWAC) will be engaged in a dialogue regarding the capital and financial needs of the stormwater system associated with alternative extents and levels of service and the corresponding cost and rate implications of each alternative. Public Works is recommending award of a professional services contract for SWAC Facilitation and Rate Study to WK Dickson in the amount of \$226,403.

Explanation: In August 2016, after presentation of the Watershed Master Plan, Public Works was directed to assemble a stakeholders group to consider areas within the Stormwater Management Program which could be improved.

This Stormwater Advisory Committee (SWAC) is working with staff to select the stormwater capital projects previously prioritized within the Watershed Master Plan. In conjunction with the selection of capital projects, the Committee will be presented possible changes to the level of service, design and inspection standards, and ordinance revisions. The Committee will review current development regulations and recommend a sustainable level of service for the stormwater program.

In order to accurately analyze the impacts these changes will have on resources, this contract is designed to complete a utility rate study linking maintenance, capital improvement needs, financing, and policy. The consultant will evaluate our existing rate and present the financial impact on changes to existing level of service.

These recommendations will be presented to Council via a workshop and, if approved, would result in changes to the stormwater ordinance and design and inspection requirements as well as stormwater utility rates.

Public Works advertised a Request for Qualifications (RFQ) to assist with finalizing and facilitating the Committee as well as performing the rate study. In response to the RFQ, two consulting firms/teams submitted proposals. After review of these proposals, Public Works is recommending that WK Dickson be awarded this contract to provide these professional services.

Attached are the lump-sum fee proposal and the recommended scope of services for the project. The project will take approximately 9 months to complete.

Fiscal Note:

The proposed budget is as follows:

TASK	FEE
Facilitating Stakeholder Group	\$ 49,280
Staff and Council Updates	\$ 14,352
Determining Extent and Level of Service	\$ 44,561
Recommending Ordinance and Policy Changes	\$ 39,308
Stormwater Fee Funding Plan and Utility Design	\$ 51,089
Prepare Bond Packages for Capital Improvements	\$ 5,956
Finalize Program Recommendations and Costs	\$ 15,648
Reimbursable	\$ 6,209
TOTALS	\$226,403

The funding source for the project is the Stormwater Utility Fund.

Recommendation:

City Council approve the proposed budget and award a professional services contract for SWAC Facilitation and Rate Study to WK Dickson in the amount of \$226,403.

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 [SWAC 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

EJCDC 

ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

and

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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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**ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE**

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ 2017 (“Effective Date”) between
City of Greenville (“Owner”) and
W. K. Dickson Co., Inc. (“Engineer”).

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

Greenville Stormwater Stakeholder Facilitation and Utility Rate Study (“Project”).
Engineer's services under this Agreement are generally identified as follows:
See Exhibit A

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to

Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* ~~If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.~~

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit*

- A. ~~If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.~~

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and regulations.
 - 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. provided to Engineer in writing. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint

Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.

- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

- B. ~~Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.~~
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. ~~Owner and Engineer shall each deliver to the other~~ certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall ~~contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.~~
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

A. *Suspension:*

1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience,
- a. By Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly

attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to ~~invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.~~
- B. ~~If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.~~

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **~~This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."~~**

- B. ~~*Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.~~
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. ~~*Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.~~
- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

- E. *Accrual of Claims*: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
 6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
 7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative – Not Applicable
- E. Exhibit E, Notice of Acceptability of Work – Not Applicable
- F. Exhibit F, Construction Cost Limit – Not Applicable
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution – Not Included
- I. Exhibit I, Limitations of Liability – Not Included
- J. Exhibit J, Special Provisions – Not Included
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

[NOTE TO USER: If an exhibit is not included, indicate "not included" after the listed exhibit item]

8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This

Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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

Owner: City of Greenville

Engineer: W. K. Dickson Co., Inc.

By: _____

By: Scott Whalen, PE

Title: Mayor

Title: Vice President

Date _____

Date _____

Signed: _____

Signed: 

Engineer License or Firm's Certificate No. F-0374

State of: North Carolina

Address for giving notices:

Address for giving notices:

1500 Beatty Street

720 Corporate Center Drive

Greenville, NC

Raleigh, NC

27834

27607

Designated Representative (Paragraph 8.03.A):

Designated Representative (Paragraph 8.03.A):

Lisa Ann Kirby, P.E.

Thomas Murray, P. E.

Title: Senior Engineer

Title: Project Manager

Phone Number: 252-329-4683

Phone Number: 919-782-0495

Facsimile Number: 252-329-4535

Facsimile Number: 919-782-9672

E-Mail Address: lkirby@greenvillenc.gov

E-Mail Address: tmurray@wkdickson.com

APPROVED AS TO FORM:

BY: _____
David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION:

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

_____ Date _____
Bernita W. Demery, Director of Financial Services
Account Number _____
Project Code (if applicable) _____

This is **EXHIBIT A**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 2017.

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.

Task 1.0 Facilitating Stakeholder Group

- 1.1 The Project Team will prepare agendas and required meeting materials for up to 6 Stakeholder meetings.
- 1.2 The Project Team will attend, make presentations, distribute information, and facilitate discussions at up to 6 Stakeholder meetings.
- 1.3 The Project Team will prepare and distribute minutes for up to 6 Stakeholder meetings.

Task 2.0 Staff and Council Updates

- 2.1 The Project Team will prepare up to 2 written Council updates.
- 2.2 The Project Team will attend up to 2 Council meetings to provide project updates and recommendations including a workshop session.

Task 3.0 Determining Extent and Level of Service

3.1 Staff Interviews

The Project Team will meet with appropriate City Staff to understand the existing Stormwater Program and level of service and discuss the future desired level of service. Anticipated future program components include but are not limited to: program management, plan review, regulatory compliance (NPDES, TMDL, and NSW rules), education & outreach, illicit discharge enforcement, sediment and erosion control, stormwater retrofits, stream stabilization, flood management, capital improvements, private drainage assistance, maintenance needs (repair, rehabilitation, & replacement, equipment needs, staffing, GIS mapping, and planning. Meeting minutes will be delivered with this task.

3.2 Review of Existing Data Sources

The Project Team will assimilate and review available data from the City and other sources as available. Anticipated data sources include GIS data (zoning, impervious, aerials, planimetrics, topography, land use, parcels, etc.), existing regulatory compliance expenses and revenue, operations data and records, development records, and Watershed Master Plans.

3.3 Regulatory Review and Evaluation of Anticipated Retrofit Needs

The Project Team will review the current status of the existing and anticipated regulatory climate. The Project Team will attend two (2) meetings with appropriate State regulatory staff for an update on NPDES and NSW regulations and deliver meeting minutes with this task.

- 3.4 The Project Team will develop recommendations for up to 3 extents and levels of service. Recommendations will be developed based on feedback from City staff and the Stakeholder group as well as a review of the completed Master Plans and a review of level of service for other similar sized communities in North Carolina. A technical memorandum will be developed detailing the recommendations for the 4 levels of service and will be provided to the Stakeholder Group for review and comment.
- 3.5 Preliminary Cost Range
The Project Team will analyze potential costs of up to 3 possible levels of service to include at a minimum, planning, regulatory compliance, flood management, maintenance, equipment, staffing, billing, plan review, and permitting. As part of this task, the Team will tie the level of service costs to the units of service developed in Task 5 and will consider qualitatively how likely debt issuances are to be required given different capital spending plans between the levels of service considered.

Task 4.0 Recommending Ordinance and Policy Revisions

- 4.1 Staff Interviews - The Project Team will meet with appropriate City Staff to discuss possible ordinance and policy revisions. Anticipated future program components include regulatory compliance, water quality retrofits, stream stabilization, private drainage assistance, maintenance of stormwater controls, lake preservation, flood reduction, and quantity control. Discussion items may also come from issues brought up by or favored by the stakeholder group. Meeting minutes will be delivered with this task.
- 4.2 Review of Existing Ordinances and Policies – The Project Team will review the existing applicable ordinances including Title 8, Chapter 3, and Title 9 Chapters 4, 5, 6, 8, and 9 as well as the Manual of Standard Designs and summarize the existing extent and level of service for the City’s program. Ordinances and the Manual of Standard Design will only be reviewed for applicability to the City’s Stormwater Program. The Project Team will summarize the extent and level of service for a cross section of five (5) communities in North Carolina for comparison purposes. The comparison will include identifying services the City does not currently provide. The results will be delivered in a memorandum format and provided to the Stakeholder Group for Review.
- 4.3 Ordinance and Policy Recommendations – Based on recommendations provided in Tasks 3 and 5 and feedback from the Stakeholder Group and City staff, the Project Team will identify ordinances that need to be revised or added to support the recommended extent and level of service. Suggested text revisions will be provided for recommended changes to the ordinances and design manual, however updating the ordinances and manual is excluded from this task. Full review of the City’s ordinances for required reference updates is excluded.

Task 5.0 Stormwater Fee Funding Plan and Utility Design

- 5.1 Cost of Service
Based on Stakeholder and City feedback from Task 3.5, the Team will allocate stormwater costs for two (2) possible levels of service to functional cost categories. As part of this analysis, the Team will evaluate and review the available financial documents and data from the City that provide the basis of

the current rate structure. The Team will then allocate costs to customers using stormwater units of service and unit costs.

5.2 Update Units of Service

The Project Team will evaluate the parcel and impervious area databases as well as the units of service. The units of service will then be updated based on the most recent data to ensure accurate and equitable modeling of the rate alternatives.

5.3 Develop Rate Alternatives

The Project Team will generate three (3) rate structure alternatives and impact analyses to select the final rate structure that meets equity, simplicity, and cost of implementation constraints. Impacts on residential and non-residential customers will be evaluated. The rate structure and program cost of service are inputs for the rate modeling. Based on the two (2) levels of service recommended by the Stakeholder group, the Project Team will develop a rate range for the planning period. The model will include a cash flow analysis to provide for adequate funding and a time table for rate changes as needed, forecasting up to seven years into the future.

5.4 Rate Alternative Report

The Project Team will develop a report that summarizes the three (3) rate alternatives and the cost ranges for each alternative for the two (2) recommended levels of service. The report will be provided in draft format and then finalized after comments have been received from City staff, City Council, and the Stakeholder group.

Task 6.0 Prepare Bond Packages for Capital Improvements

6.1 Financial Review and Capital Planning

Financial data will be reviewed to evaluate the potential use of bonded debt for generation of resources. Working with the Stakeholder Group and staff, the Project Team will determine the appropriate amount and timing of capital projects. The Project Team will then develop and evaluate appropriate bonded debt options. In coordination with City staff, bond issuance strategies will be selected for consideration. The Project Team will present to staff the different bond issuance strategies and their associated impacts, including impacts on rates.

Task 7.0 Finalize Program Recommendations and Costs

7.1 Finalize Extent and Level of Service

7.2 Finalize Ordinance and Policy revisions

7.3 Finalize Estimated Costs Associated with Level of Service and Ordinance Revisions.

Anticipated costs for the Stormwater Program will be finalized. The finalized cost ranges will be based on the specific needs of the City.

7.4 Final Report

A Final Report will be prepared summarizing the results of the above tasks including the outcome of the Stakeholder process, recommendations for extent and level of service and associated costs, policy and ordinance revisions, bond package, rate structure, revenue sources and funding option, and debt approach.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 27, 2013.

Owner's Responsibilities

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

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the

scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services: *[Here list any such additional services]*.

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____ 2017.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – 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 Study and Preliminary Design Services – Lump Sum Method of Payment.

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of \$226,403.00 based on the following estimated distribution of compensation:

a. Task 1: Facilitating Stakeholder Group	<u>\$49,280.00</u>
b. Task 2: Staff and Council Updates	<u>\$14,352.00</u>
c. Task 3: Determining Extent and Level of Service	<u>\$44,561.00</u>
d. Task 4: Recommending Ordinance and Policy Changes	<u>\$39,308.00</u>
e. Task 5: Stormwater Fee Funding Plan and Utility Design	<u>\$51,089.00</u>
f. Task 6: Prepare Bond Packages for Capital Improvements	<u>\$5,956.00</u>
g. Task 7: Finalize Program Recommendations and Costs	<u>\$15,648.00</u>
h. Reimbursables	<u>\$6,209.00</u>

2. 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.

3. The Lump Sum amount includes compensation for Engineer’s services and services of Engineer’s Consultants. The Lump Sum amount accounts for labor, overhead, profit, and Reimbursable Expenses.

4. 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.

5. **Period of Service:** The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 12 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

This is **EXHIBIT G**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____ 2017.

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: | \$ _____ |
| 2) Disease, Policy Limit: | \$ _____ |
| 3) Disease, Each Employee: | \$ _____ |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$ <u>1,000,000</u> |
| 2) General Aggregate: | \$ <u>2,000,000</u> |
| d. Excess or Umbrella Liability -- | |
| 1) Each Occurrence: | \$ <u>5,000,000</u> |
| 2) General Aggregate: | \$ <u>5,000,000</u> |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): | |
| Each Accident | \$ <u>1,000,000</u> |
| f. Professional Liability -- | |
| 1) Each Claim Made | \$ <u>1,000,000</u> |
| 2) Annual Aggregate | \$ <u>1,000,000</u> |

g. Other (specify): \$ _____

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.



City of Greenville, North Carolina

Meeting Date: 8/14/2017
Time: 6:00 PM

Title of Item: Budget ordinance amendment #1 to the 2017-2018 City of Greenville budget (Ordinance #17-040), the Capital Projects Funds (Ordinance #17-024), and the Special Revenue Grant Fund (Ordinance #11-003)

Explanation: **Abstract:** This budget amendment is for City Council to review and approve proposed changes to the adopted 2017-2018 budget and other funds as identified.

Explanation: Attached for consideration at the August 14, 2017, City Council meeting is an ordinance amending the 2017-2018 City of Greenville budget (Ordinance #17-040).

For ease of reference, a footnote has been added to each line item of the budget ordinance amendment, which corresponds to the explanation below:

Item	Justification	Funds Amended	Net Adjustment
A	To reallocate funds budgeted for capital improvements into the departments that manage the capital expenses. This amendment will line up budget with how the budget is allocated in the MUNIS financial system for compliance (\$2,100,631). The net impact to the General Fund's budget is zero.	General Fund	-
B	To reallocate expenses associated with Parking from the Community Development budget to the CMO/Economic Development budget. The net impact to the General Fund's budget is zero.	General Fund	-
C	To re-appropriate funds remaining at the end of FY 2016-17 related to	General Fund VRF	\$1,783,497 \$333,925

	incomplete Capital Improvement Projects.	FIP Fund Transit Fund	\$1,265,730 \$12,194
D	To reallocate Contingency to cover expenses associated with the North Carolina League of Municipalities Conference to be held in Greenville in September 2017.	General Fund	-
E	To recognize funds for Sheppard Memorial Library capital improvement projects not yet completed.	Sheppard Memorial Library Fund	\$190,268
F	To appropriate enough tax revenue from the Convention Center to close out the Convention Center Expansion project.	Public Works Cap Projects Fund	\$12,980
G	To recognize funds received from the North Carolina Science Museums Grant Program to be utilized to fund a part-time position for the STEAM lab operations.	Rec & Parks Capital Projects Fund	\$20,852
H	To recognize funds received from the North Carolina Housing Finance Agency for the purposes of providing funding for affordable housing.	Grants Special Rev	\$150,000
I	To recognize funds received from GUC for the Energy Efficiency Program. This program assists homeowners in making their homes more energy efficient if they have an income less than 100% of median adjusted for the household size.	CD Capital Projects	\$150,000
J	To appropriate Federal Forfeiture funds for the purchase of equipment and supplies to meet various programming needs.	General Fund	\$58,265

Fiscal Note:

The budget ordinance amendment affects the following funds:

Fund Name	2017-18 Original Budget	Amend #1	2017-18 Budget per Amend #1
General	\$ 82,013,799	\$ 1,841,762	\$ 83,855,561
Public Transportation	\$ 2,858,391	\$ 12,194	\$ 2,870,585
Facilities Improvement	\$ 1,542,000	\$ 1,265,730	\$ 2,807,730
Vehicle Replacement	\$ 4,934,770	\$ 333,925	\$ 5,268,695

Sheppard Memorial Library	\$ 2,432,280	\$ 190,268	\$ 2,622,548
Public Works Capital Projects	\$ 31,403,447	\$ 12,980	\$ 31,416,427
Rec & Parks Capital Projects	\$ 6,291,307	\$ 20,852	\$ 6,312,159
Special Revenue Grant	\$ 5,124,266	\$ 150,000	\$ 5,274,266
CD Capital Projects	\$ 18,167,334	\$ 150,000	\$ 18,317,334

Recommendation: Approve budget ordinance amendment #1 to the 2017-2018 City of Greenville budget (Ordinance #17-040), the Capital Projects Funds (Ordinance #17-024), and the Special Revenue Grant Fund (Ordinance #11-003).

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

Attachments / click to download

- [BUD_AMEND_1_2017_18_1056944](#)
 - [BUD_AMEND_1_2017_18_FUND_BAL_1056950](#)
 - [BUD_AMEND_1_2017_18_CONTINGENCY_1056951](#)
-

ORDINANCE NO. 17-
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#1) Amending the 2017-18 Budget (Ordinance #17-040), the Capital Projects Funds (Ordinance 17-024),
and the Special Revenue Grant Fund (Ordinance #11-003)

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

Section I: Estimated Revenues and Appropriations. General Fund, of Ordinance #17-040 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2017-18 Original Budget	Budget Amendment #1						2017-18 Budget per Amend #1
		A.	B.	C.	D.	J.	Total Amend #1	
ESTIMATED REVENUES								
Property Tax	\$ 32,750,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,750,000
Sales Tax	18,823,000	-	-	-	-	-	-	18,823,000
Video Prog. & Telecom. Service Tax	923,767	-	-	-	-	-	-	923,767
Rental Vehicle Gross Receipts	133,378	-	-	-	-	-	-	133,378
Utilities Franchise Tax	7,102,077	-	-	-	-	-	-	7,102,077
Motor Vehicle Tax	1,503,457	-	-	-	-	-	-	1,503,457
Other Unrestricted Intergov't	878,341	-	-	-	-	-	-	878,341
Powell Bill	2,220,065	-	-	-	-	-	-	2,220,065
Restricted Intergov't Revenues	420,501	-	-	-	-	58,265	58,265	478,766
Licenses, Permits and Fees	4,512,792	-	-	-	-	-	-	4,512,792
Rescue Service Transport	3,127,484	-	-	-	-	-	-	3,127,484
Parking Violation Penalties, Leases,	216,363	-	-	-	-	-	-	216,363
Other Sales & Services	178,386	-	-	-	-	-	-	178,386
Other Revenues	793,925	-	-	-	-	-	-	793,925
Interest on Investments	500,000	-	-	-	-	-	-	500,000
Transfers In GUC	6,651,919	-	-	-	-	-	-	6,651,919
Transfer from CDBG	100,000	-	-	-	-	-	-	100,000
Appropriated Fund Balance	1,178,344	-	-	1,783,497	-	-	1,783,497	2,961,841
Total Revenues	\$ 82,013,799	\$ -	\$ -	\$ 1,783,497	\$ -	\$ 58,265	\$ 1,841,762	\$ 83,855,561
APPROPRIATIONS								
Mayor/City Council	\$ 457,998	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 457,998
City Manager	2,077,618	-	67,820	266,585	50,000	-	384,405	2,462,023
City Clerk	265,083	-	-	-	-	-	-	265,083
City Attorney	460,767	-	-	-	-	-	-	460,767
Human Resources	2,790,698	-	-	-	-	-	-	2,790,698
Information Technology	2,993,452	40,000	-	-	-	-	40,000	3,033,452
Fire/Rescue	14,023,486	408,214	-	419,716	-	-	827,930	14,851,416
Financial Services	2,428,481	-	-	-	-	-	-	2,428,481
Recreation & Parks	7,573,949	881,833	-	123,900	-	-	1,005,733	8,579,682
Police	24,750,354	275,311	-	-	-	58,265	333,576	25,083,930
Public Works	9,671,950	495,273	-	947,296	-	-	1,442,569	11,114,519
Community Development	2,562,292	-	(67,820)	26,000	-	-	(41,820)	2,520,472
OPEB	500,000	-	-	-	-	-	-	500,000
Contingency	200,000	-	-	-	(50,000)	-	(50,000)	150,000
Indirect Cost Reimbursement	(1,459,519)	-	-	-	-	-	-	(1,459,519)
Capital Improvements	2,100,631	(2,100,631)	-	-	-	-	(2,100,631)	-
Total Appropriations	\$ 71,397,241	\$ -	\$ -	\$ 1,783,497	\$ -	\$ 58,265	\$ 1,841,762	\$ 73,239,003
OTHER FINANCING SOURCES								
Transfers to Other Funds	\$ 10,616,558	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,616,558
Total Other Financing Sources	\$ 10,616,558	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,616,558
Total Approp & Other Fin Sources	\$ 82,013,799	\$ -	\$ -	\$ 1,783,497	\$ -	\$ 58,265	\$ 1,841,762	\$ 83,855,561

Section II: Estimated Revenues and Appropriations. Public Transportation Fund, of Ordinance #17-040 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2017-18 Original Budget	C.	Total Amend #1	2017-18 Budget per Amend #1
ESTIMATED REVENUES				
Operating Grant 2017-18	\$ 1,434,397	\$ -	\$ -	\$ 1,434,397
Planning Grant 2017-18	37,800	-	-	37,800
State Maintenance Asst Program	285,000	-	-	285,000
Hammock Source	974	-	-	974
Convergys	979	-	-	979
Pitt Community College Bus Fare	9,744	-	-	9,744
Bus Fares	255,297	-	-	255,297
Bus Ticket Sales	108,149	-	-	108,149
Pitt County Bus Service	4,871	-	-	4,871
Transfer from General Fund	603,781	-	-	603,781
Appropriated Fund Balance	117,399	12,194	12,194	129,593
Total Revenues	<u>\$ 2,858,391</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,870,585</u>
APPROPRIATIONS				
Personnel	\$ 1,177,241	\$ -	\$ -	\$ 1,177,241
Operating	1,141,561	-	-	1,141,561
Capital Improvements	539,589	12,194	12,194	551,783
Transfer Out	-	-	-	-
Total Appropriations	<u>\$ 2,858,391</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,870,585</u>

Section III: Estimated Revenues and Appropriations. Facilities Improvement Fund, of Ordinance #17-040 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2017-18 Original Budget	C.	Total Amend #1	2017-18 Budget per Amend #1
ESTIMATED REVENUES				
Transfer from General Fund	\$ 1,542,000	\$ -	\$ -	\$ 1,542,000
Appropriated Fund Balance	-	1,265,730	1,265,730	1,265,730
Total Revenues	<u>\$ 1,542,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,807,730</u>
APPROPRIATIONS				
Capital Improvements	\$ 1,542,000	\$ 1,265,730	\$ 1,265,730	\$ 2,807,730
Total Appropriations	<u>\$ 1,542,000</u>	<u>\$ 1,265,730</u>	<u>\$ 1,265,730</u>	<u>\$ 2,807,730</u>

Section IV: Estimated Revenues and Appropriations. Vehicle Replacement Fund, of Ordinance #17-040 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2017-18 Original Budget	C.	Total Amend #1	2017-18 Budget per Amend #1
ESTIMATED REVENUES				
Sale of Property	\$ 227,460	\$ -	\$ -	\$ 227,460
Other Revenues	51,000	-	-	51,000
Transfer from City Departments	3,328,636	-	-	3,328,636
Transfer from Sanitation Fund	250,000	-	-	250,000
Appropriated Fund Balance	1,077,674	333,925	333,925	1,411,599
Total Revenues	<u>\$ 4,934,770</u>	<u>\$ 333,925</u>	<u>\$ 333,925</u>	<u>\$ 5,268,695</u>
APPROPRIATIONS				
Capital Equipment	\$ 4,934,770	\$ 333,925	\$ 333,925	\$ 5,268,695
Total Appropriations	<u>\$ 4,934,770</u>	<u>\$ 333,925</u>	<u>\$ 333,925</u>	<u>\$ 5,268,695</u>

Section V: Estimated Revenues and Appropriations. Sheppard Memorial Library Fund, of Ordinance #17-040 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2017-18 Original Budget	E.	Total Amend #1	2017-18 Budget per Amend #1
ESTIMATED REVENUES				
City of Greenville	\$ 1,232,969	\$ -	\$ -	\$ 1,232,969
Pitt County	598,529	(5,811)	(5,811)	592,718
Pitt County - Bethel/Winterville	12,000	-	-	12,000
Town of Bethel	30,315	(9,207)	(9,207)	21,108
Town of Winterville	167,780	(2,480)	(2,480)	165,300
State Aid	191,774	-	-	191,774
Desk/Copier Receipts	128,775	(11,000)	(11,000)	117,775
Interest	1,000	500	500	1,500
Other Revenues	31,500	1,000	1,000	32,500
Capital Reserved-Building	-	19,000	19,000	19,000
Capital Reserved-Bookmobile	-	198,266	198,266	198,266
Greenville Housing Authority	10,692	-	-	10,692
Appropriated Fund Balance	26,946	-	-	26,946
Total Revenues	<u>\$ 2,432,280</u>	<u>\$ 190,268</u>	<u>\$ 190,268</u>	<u>\$ 2,622,548</u>
APPROPRIATIONS				
Personnel	\$ 1,610,626	\$ -	\$ -	\$ 1,610,626
Operations	810,962	(26,998)	(26,998)	783,964
Capital	-	217,266	217,266	217,266
Greenville Housing Authority	10,692	-	-	10,692
Total Appropriations	<u>\$ 2,432,280</u>	<u>\$ 190,268</u>	<u>\$ 190,268</u>	<u>\$ 2,622,548</u>

Section VI: Estimated Revenues and Appropriations. Public Works Capital Projects Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2017-18 Revised Budget	F.	Total Amend #1	2017-18 Budget per Amend #1
ESTIMATED REVENUES				
Tax Revenue	\$ 88,000	\$ 12,980	\$ 12,980	\$ 100,980
Transfers from Convention Center	400,000	-	-	400,000
Bond Proceeds	9,096,803	-	-	9,096,803
Restricted Intergovernmental	13,977,723	-	-	13,977,723
Capital Lease	2,591,373	-	-	2,591,373
Transfer from Powell Bill	1,265,968	-	-	1,265,968
Transfer from General Fund	3,739,972	-	-	3,739,972
Transfer from West Third Street	109,498	-	-	109,498
Transfer from Stormwater Utility	80,170	-	-	80,170
Transfer from Public Transportation	-	-	-	-
Investment Earnings	33,440	-	-	33,440
Other Revenues	20,500	-	-	20,500
Total Revenues	\$ 31,403,447	\$ 12,980	\$ 12,980	\$ 31,416,427
APPROPRIATIONS				
Stantonsburg Rd./10th St Con Project	\$ 6,044,950	\$ -	\$ -	\$ 6,044,950
Thomas Langston Rd. Project	3,980,847	-	-	3,980,847
GTAC Project	8,816,917	-	-	8,816,917
Energy Efficiency Project	777,600	-	-	777,600
King George Bridge Project	504,999	-	-	504,999
Energy Savings Equipment Project	2,591,373	-	-	2,591,373
Convention Center Expansion Project	4,688,000	12,980	12,980	4,700,980
Pedestrian Improvement Project	210,761	-	-	210,761
Street Improvements Project	3,788,000	-	-	3,788,000
Total Appropriations	\$ 31,403,447	\$ 12,980	\$ 12,980	\$ 31,416,427

Section VII: Estimated Revenues and Appropriations. Special Revenue Grant Fund, of Ordinance #11-003 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2017-18 Revised Budget	H.	Total Amend #1	2017-18 Budget per Amend #1
ESTIMATED REVENUES				
Special Fed/State/Loc Grant	\$ 4,446,733	\$ 150,000	\$ 150,000	\$ 4,596,733
Transfer From General Fund	597,533	-	-	597,533
Transfer From Pre-1994 Entitlement	80,000	-	-	80,000
Total Revenues	\$ 5,124,266	\$ 150,000	\$ 150,000	\$ 5,274,266
APPROPRIATIONS				
Personnel	\$ 1,052,069	\$ 22,470	\$ 22,470	\$ 1,074,539
Operating	2,765,522	127,530	127,530	2,893,052
Capital Outlay	1,306,675	-	-	1,306,675
Total Appropriations	\$ 5,124,266	\$ 150,000	\$ 150,000	\$ 5,274,266

Section VIII: Estimated Revenues and Appropriations. Community Development Capital Projects, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2017-18 Revised Budget	I.	Total Amend #1	2017-18 Budget per Amend #1
ESTIMATED REVENUES				
Transfers In/CD Small Business	\$ 4,997,546	\$ -	\$ -	\$ 4,997,546
Transfers/Ctr City Rev Project	160,500	-	-	160,500
Transfers/Trans from Energy Eff	275,000	-	-	275,000
Transfer from General Fund	1,040,000	-	-	1,040,000
Rstrc Intgv/Spec ST Fed Grant	250,000	150,000	150,000	400,000
Rstrc Intgv/Grand Proceeds	7,500	-	-	7,500
Investment Earnings	399,640	-	-	399,640
Bond Proceeds	10,048,747	-	-	10,048,747
Comm Dev/Sale of Property	393,749	-	-	393,749
Rental Income	157,563	-	-	157,563
Other Revenues	437,089	-	-	437,089
Total Revenues	<u>\$ 18,167,334</u>	<u>\$ 150,000</u>	<u>\$ 150,000</u>	<u>\$ 18,317,334</u>

	2017-18 Revised Budget	G.	Total Amend #1	2017-18 Budget per Amend #1
APPROPRIATIONS				
GUC Energy Improvement Program	\$ 100,000	\$ -	\$ -	\$ 100,000
West Greenville Revitalization Proj	6,102,764	-	-	6,102,764
Center Cty Revitalization Project	5,330,417	-	-	5,330,417
Energy Efficiency Revolving Loan Prog	400,000	150,000	150,000	550,000
4th Street Parking Garage Project	5,194,153	-	-	5,194,153
Imperial Site Project	1,040,000	-	-	1,040,000
Total Appropriations	<u>\$ 18,167,334</u>	<u>\$ 150,000</u>	<u>\$ 150,000</u>	<u>\$ 18,317,334</u>

Section IX: Estimated Revenues and Appropriations. Recreation and Parks Capital Projects Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2017-18 Revised Budget	G.	Total Amend #1	2017-18 Budget per Amend #1
ESTIMATED REVENUES				
Restricted Intergovernmental	\$ 1,529,272	\$ 20,852	\$ 20,852	\$ 1,550,124
Transfer from General Fund	2,462,564	-	-	2,462,564
Transfer from Debt Service	32,500	-	-	32,500
Transfer from Capital Reserve	122,153	-	-	122,153
Bond Proceeds	2,100,000	-	-	2,100,000
Transfer from FIP	44,818	-	-	44,818
Total Revenues	<u>\$ 6,291,307</u>	<u>\$ 20,852</u>	<u>\$ 20,852</u>	<u>\$ 6,312,159</u>

	2017-18 Revised Budget	G.	Total Amend #1	2017-18 Budget per Amend #1
APPROPRIATIONS				
South Greenville Reconstruction	\$ 3,499,500	\$ -	\$ -	\$ 3,499,500
Trillium Park Equipment Project	1,000,000	-	-	1,000,000
Town Common Renovations	985,932	-	-	985,932
Water Sports Facility Project	224,090	20,852	20,852	244,942
Westside Land Acquisition & Dev	271,153	-	-	271,153
Tar River	310,632	-	-	310,632
Total Appropriations	<u>\$ 6,291,307</u>	<u>\$ 20,852</u>	<u>\$ 20,852</u>	<u>\$ 6,312,159</u>

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

Adopted this 14th day of August, 2017

Kandie D. Smith, Mayor

ATTEST:

Carol L. Barwick, City Clerk

City of Greenville
Budget Amendment #1
Fiscal Year 2017-18

GENERAL FUND

Fund Balance Appropriated per Amendment #1

	General Fund	Powell Bill Fund	Total
2017-18 Adopted Budget Ordinance			
General Fund	\$ 465,766	\$ -	\$ 465,766
Powell Bill	-	712,578	712,578
Subtotal	\$ 465,766	\$ 712,578	\$ 1,178,344
Capital Project Carryover From FY2016-17			
Eastside Park Development	\$ 123,900	\$ -	\$ 123,900
Fire/Rescue Parking Lot #3	139,551	-	139,551
Fire Station #2	244,665	-	244,665
Fire/Rescue Defibrillators	35,500	-	35,500
City Hall Upgrades	13,519	-	13,519
Purchasing Expansion	187,270	-	187,270
Greenmill Run Greenway	11,323	-	11,323
Mast Arm Poles	100,000	-	100,000
Parking Lot Upkeep	81,903	-	81,903
Street Lighting	76,225	-	76,225
Cemetary Enhancements	30,000	-	30,000
Signal Progression	35,000	-	35,000
Sidewalk Construction Program	-	412,056	412,056
Subtotal	\$ 1,078,856	\$ 412,056	\$ 1,490,912
Economic Development Carryover			
Revolving Loan Fund	\$ 266,585	\$ -	\$ 266,585
Subtotal	\$ 266,585	\$ -	\$ 266,585
Other Appropriations			
Façade Improvement Grant Funds	\$ 26,000	\$ -	\$ 26,000
	\$ 26,000	\$ -	\$ 26,000
Total Appropriated as of Amendment #1	\$ 1,837,207	\$ 1,124,634	\$ 2,961,841

City of Greenville
Budget Amendment #1
Fiscal Year 2017-18

GENERAL FUND

General Fund Contingency Available for Appropriation per Amendment #1:

2017-18 Contingency Fund Budget		\$ 200,000
Appropriations As of Amendment #1:		
North Carolina League of Municipalities Conference	\$ (50,000)	(50,000)
Contingency Available for Appropriation per Amend #1		<u><u>\$ 150,000</u></u>