



# Agenda

## Greenville City Council

September 11, 2017  
6:00 PM  
City Council Chambers  
200 West Fifth Street

---

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

---

### **I. Call Meeting To Order**

### **II. Invocation - Council Member Smiley**

### **III. Pledge of Allegiance**

### **IV. Roll Call**

### **V. Approval of Agenda**

- **Public Comment Period**

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

### **VI. Consent Agenda**

1. Minutes from regular City Council meetings held on May 8 and June 5, 2017, a Joint City Council-Pitt County Commissioners meeting held on August 17, 2017, and a special City Council meeting held on August 23, 2017
2. Resolution Accepting Dedication of Rights-of-Way and Easements for Brook Hollow, Section Four, Phase 2
3. Resolution and deed of release to abandon a portion of a water easement across Tax Parcel 74327 for POHL, LLC

4. Authorization to initiate condemnation proceedings for property/easement acquisition for the Greenville Southwest Bypass Natural Gas Main Relocation Project
5. Contract with Rivers & Associates, Inc., for On-Call Civil Engineering Services
6. Contract with Cardno, LLC for EPA Brownfields Project Management
7. Contract award to Game Time c/o Cunningham Recreation for the purchase and installation of playground equipment for Westpointe Village Park
8. Report on Bids and Contracts Awarded
9. Various tax refunds greater than \$100

**VII. New Business**

10. Presentations by Boards and Commissions
  - a. Firefighter's Relief Fund Committee
  - b. Planning and Zoning Commission
  - c. Public Transportation and Parking Commission
11. Municipal Agreement with the North Carolina Department of Transportation for 2017 Greenville Americans with Disabilities Act (ADA) Ramp Replacement Project
12. 2018 Schedule of City Council Meetings
13. Fiscal Year 2018-2019 and 2019-2020 Budget Schedule
14. Budget ordinance amendment #2 to the 2017-2018 City of Greenville budget (Ordinance #17-040) and the Special Revenue Grant Fund (Ordinance #11-003)
15. Discussion of Potential Ordinance Relating to Exotic Animals

**VIII. Review of September 14, 2017 City Council Agenda**

**IX. City Manager's Report**

**X. Comments from Mayor and City Council**

**XI. Adjournment**



# City of Greenville, North Carolina

Meeting Date: 9/11/2017  
Time: 6:00 PM

- 
- Title of Item:** Minutes from regular City Council meetings held on May 8 and June 5, 2017, a Joint City Council-Pitt County Commissioners meeting held on August 17, 2017, and a special City Council meeting held on August 23, 2017
- Explanation:** Proposed minutes from regular City Council meetings held on May 8 and June 5, 2017, a Joint City Council-Pitt County Commissioners meeting held on August 17, 2017, and a special City Council meeting held on August 23, 2017 are presented for review and approval.
- Fiscal Note:** There is no direct cost to the City
- Recommendation:** Review and approve proposed minutes from regular City Council meetings held on May 8 and June 5, 2017, a Joint City Council-Pitt County Commissioners meeting held on August 17, 2017, and a special City Council meeting held on August 23, 2017

---

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

**Attachments / click to download**

- [Final\\_Minutes\\_for\\_Monday\\_May\\_8\\_2017\\_City\\_Council\\_Meeting\\_1059098](#)
- [Final\\_Proposed\\_June\\_5\\_2017\\_City\\_Council\\_Meeting\\_1059105](#)
- [Proposed\\_Minutes\\_of\\_the\\_August\\_17\\_2017\\_Joint\\_City\\_County\\_Meeting\\_1058869](#)
- [Proposed\\_Minutes\\_of\\_the\\_August\\_23\\_2017\\_Special\\_Meeting\\_1058737](#)

PROPOSED MINUTES  
MEETING OF THE CITY COUNCIL  
CITY OF GREENVILLE, NORTH CAROLINA  
MONDAY, MAY 8, 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 P. J. Connelly 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 to add a personnel item to the agenda.

Council Member Glover requested to add the discussion of the Recruitment Policy to the agenda.

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

City Manager Lipscomb stated that The Woda Group, Incorporated requested to withdraw their rezoning request from the agenda for the Thursday, May 11, 2017 City Council meeting.

Motion was made by Council Member Connelly and seconded by Council Member Mercer to withdraw the item from the agenda for May 11, 2017. Motion carried unanimously



---

**PUBLIC COMMENT PERIOD**

---

Karen Warren -103 Gawain Drive

Ms. Warren stated that during the weekend, she accompanied her four and seven year old grandchildren to the Roadside Animal Exhibit at the Greenville Mall. She understood that pony rides were being offered at this exhibit but, unknowingly, caged exotic animals in despair were present. The City of Greenville should disapprove of exotic animals being mistreated in cages and ban this type of exhibit. Greenville's Animal Protective Services employees were at this event, and she documented and reported to them how she saw a monkey being hung by a leash.

John Joseph Laffiteau – Roadway Inn and Suites, Room 253

Mr. Laffiteau, a Pitt Community College (PCC) student, made comments about a personnel issue arising at the Sheppard Memorial Library in 2015. Mr. Laffiteau displayed a chart and stated that he visited the Library about five times a week for 52 weeks. Over a 10-year period that is 2,600 visits and during his last visit, the Library staff found him in noncompliance of the Library rules. Mr. Laffiteau provided City Clerk Barwick with copies of a summary about the personnel issue and a copy of his transcript from the PCC.

Steven Hardy-Braz

Mr. Hardy-Braz announced that a National Ride for Silence 10-mile easy paced group bike ride is scheduled for May 17, 2017. Everybody is invited to come out and advocate for safer and inclusive streets for everyone. Wearing helmets is a requirement and escorts, marshals and a sag wagon will be available. Participants will be leaving the Umbrella Market at 7:00 p.m. and riding down the new section of the greenway onto Arlington Boulevard.

Marion Blackburn – 802 River Hill Drive

Ms. Blackburn made comments about the exhibit of exotic animals held at the Greenville Mall. The owner and the operator of that operation has nearly 30 years' worth of Animal Welfare Act violations on file. These are baby animals who are stolen from their mothers and for the next few weeks or months they are poked, prodded, and manhandled, and people pose with them for selfies. This is not only stressful for them, but it also causes internal injuries and they can be fatal.

Ms. Blackburn stated that animals at circuses spend their lives inside cages when they are training or performing and threats are used against them including bull hooks and whips. Other times they are in the back of trailers being hauled over the United States. The circus in March by Carson and Barnes is an outfit with 100 violations of the Animal Welfare Act on file. Ms. Blackburn asked the City Council to adopt an ordinance banning exotic animal performances and exhibitions inside Greenville.



Andrew Morehead - 409 South Harding Street

Mr. Morehead made comments about the proposed two options for dormitory-style housing before the City Council this evening for discussion and consideration. If the City ends up with too much dormitory-style housing, it will distort the kind of people that people are looking for to shop downtown. A study should be done that looks at successful downtown redevelopments and the question about what kind of balance of market rate versus more furnished student style housing. Also, the study should look at what that brings in and consider very seriously some targeted development maybe on 14<sup>th</sup> Street towards College Hill.

Mr. Morehead stated that in general, his feeling is that banning development outside of a certain zone and enforcing it into a certain zone is one that the City Council should take with extreme caution. He is really concerned about turning the uptown area into basically an extension of the University and the City will lose the diversity of uses that they have worked so hard to achieve downtown.

Lisa Brantley – 205 Nichols Drive

Ms. Brantley made comments about the exotic animal exhibit held in Greenville, stating that she noticed that there was a caged bobcat, who looked claustrophobic and he was pacing back and forth and panting. Animals feel joy, pain, and suffering like humans, but they have no voice. Animals are at the mercy of what is beyond their control and those forces are humans. Hopefully, the City Council will consider banning those types of animal exhibits in Greenville.

Robert Lefti – No Address Given

Mr. Lefti stated that he attended the exotic animal show this weekend. Gandhi stated, “The greatness of a nation and its moral progress can be judged by how its animals are treated...” Let’s paraphrase this for Greenville, the greatness of a city can be judged by how its animals are treated.

-----  
**SPECIAL RECOGNITIONS**  
-----

Proclamation of Public Service Recognition Week

Mayor Thomas stated that this is a very important week in the community and we are honored to provide recognition on behalf of the City of Greenville and the Mayor’s Office, and he read the following proclamation:

“COPY”

OFFICE OF THE MAYOR, CITY OF GREENVILLE



## *Proclamation*

*WHEREAS*, Americans are served every single day by public servants at the federal, state, county and city levels. These unsung heroes do the work that keep our nation running;

*WHEREAS*, Public employees not only take jobs, but oaths;

*WHEREAS*, Many public servants, including military personnel, police officers, firefighters, border patrol officers, embassy employees, health care professionals and others, risk their lives each day in service to the people of the United States and around the world;

*WHEREAS*, Public servants include teachers, doctors and scientists, train conductors and astronauts . . . nurses and safety inspectors . . . laborers, computer technicians and social workers . . . and countless other occupations. Day in and day out they provide the diverse services demanded by the American people of their government with efficiency and integrity; and

*WHEREAS*, Without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials.

*NOW, THEREFORE*, I, Allen M. Thomas, Mayor of the City of Greenville, North Carolina do proclaim May 7, 2017 – May 13, 2017 as

### PUBLIC SERVICE RECOGNITION WEEK

in the City of Greenville. All citizens are encouraged to recognize the accomplishments and contributions of government employees at all levels – federal, state, county, and city.

This 8<sup>th</sup> day May, 2017.

Allen M. Thomas, Mayor

“END COPY”

City Manager Lipscomb thanked all of the City of Greenville employees and other public employees for what they do. She stated that the City’s department heads, middle managers, and all regular employees have done an extraordinary job with many situations.



---

## CONSENT AGENDA

---

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

- *Removed for Separate Discussion* - Ordinance enacting and adopting Supplement #2017-S9 to the City of Greenville Code of Ordinances
- Resolution accepting dedication of rights-of-way and easements for Parkside Bluffs Section 2, Phase 1 and Teakwood Green Subdivision Phase II – (Resolution No. 031-17)
- *Removed for Separate Discussion* - Acceptance of Urgent Repair Program grant from the North Carolina Housing Finance Agency
- *Removed for Separate Discussion* - Resolution supporting an application by Ford and Shep, Social House and Bar for a Building Reuse Grant through the North Carolina Department of Commerce, Rural Economic Development Division
- Resolution declaring a Police vehicle as surplus and authorizing its disposition to the East Carolina University Police Department – (Resolution No. 032-17)
- Report on Bids and Contracts Awarded
- Various tax refunds greater than \$100

Council Member Connelly requested to remove two items under the Consent Agenda for separate discussion, including the ordinance enacting and adopting Supplement #2017-S9 to the City of Greenville Code of Ordinances and acceptance of the Urgent Repair Program grant from the North Carolina Housing Finance Agency.

Council Member Godley requested to remove the resolution supporting an application by Ford and Shep, Social House and Bar for a Building Reuse Grant through the North Carolina Department of Commerce, Rural Economic Development Division under the Consent Agenda for separate discussion.

Motion was made by Council Member Smiley and seconded by Council Member Connelly to approve the remaining items under the Consent Agenda. Motion carried unanimously.





---

**CONSENT AGENDA ITEMS FOR SEPARATE DISCUSSION**

---

ORDINANCE ENACTING AND ADOPTING SUPPLEMENT #2017-S9 TO THE CITY OF GREENVILLE CODE OF ORDINANCES – (Ordinance No. 17-031)

Council Member Connelly stated that the dates in the proposed ordinance should be changed from “March 31, 2017 and on or before December 31, 2017” to “March 31, 2016 and on or before December 31, 2016”.

Motion was made by Council Member Smiley and seconded by Council Member Connelly to adopt the ordinance as amended. Motion passed unanimously.

ACCEPTANCE OF THE URGENT REPAIR PROGRAM GRANT FROM THE NORTH CAROLINA HOUSING FINANCE AGENCY

Council Member Connelly stated his concern is to make sure that the grant is used properly. The City Council should receive a regular update on how those funds are being used.

Motion was made by Council Member Smiley and seconded by Council Member Connelly to approve the acceptance of the Urgent Repair Program Grant from the North Carolina Housing Finance Agency. Motion carried unanimously.

RESOLUTION SUPPORTING AN APPLICATION BY FORD AND SHEP, SOCIAL HOUSE AND BAR FOR A BUILDING REUSE GRANT THROUGH THE NORTH CAROLINA DEPARTMENT OF COMMERCE, RURAL ECONOMIC DEVELOPMENT DIVISION – (Resolution No. 033-017)

Council Member Godley asked staff to elaborate on how uptown businesses can sometimes qualify for the Building Reuse Grant, how the City is making businesses aware of the grant, and is there a certain cap.

Senior Planner Christian Lockamy stated he is proactive in informing people in the community about this tool. He is getting the word around through property owners and those who are investing in the community. Greenville is not considered as a main street community like other communities. Greenville was once a member of that program and those are communities having access to funds to help renovate their downtowns and are under 50,000 in population, but the City has a variety tools at its disposal.

Senior Planner Lockamy stated that the Building Reuse Grant is popular. CareMasters recently received a \$150,000 grant and staff will present that information at the Thursday night meeting. In this particular situation Ford and Shep is going to start a restaurant and bar at 720 Dickinson Avenue in the former Cabinets Plus building. These grants are excellent and are based on the number of full-time employees, who are going to be hired. In this case, Ford and Shep, Social House and Bar is going to hire six employees so it will be



a \$30,000 grant, and the grant requires a 5% cash match from the City of Greenville, which would be \$1,500.

Mayor Pro-Tem Smith stated that she would like to know how these grants are marketed so that everybody will have an opportunity to apply for them instead of a small group.

Senior Planner Lockamy responded that staff tries to publicize every grant that has been approved and/or received a resolution of support. They are publicized in The Daily Reflector. He has personally spoken with citizens in West Greenville, in the uptown, and people all over the City, who are looking to renovate buildings. OneSource Communications on Arlington Boulevard was approved back in 2013, CareMasters on Dexter Avenue is another one, and there is a handful from the uptown district. The requirement is that the business is inside the City limits.

Mayor Pro-Tem Smith requested that staff send her some type of advertisement related to the Building Reuse Grant so that it can be displayed for those individuals who do not read The Daily Reflector and would like this opportunity. She receives these questions often and wants to be able to direct businesses to a website that has information regarding all of the grants offered by the City.

Council Member Godley suggested that the grants, which are common for a business, should be highlighted at the Office of Economic Development's website.

Senior Planner Lockamy stated that the Office of Economic Development has all of the local incentives listed at its website such as the Small Business Plan Competition, but there is also a link to the State's website. About twice a year the State will change their publicized grants. Even this Building Reuse Grant was completely different in 2013 when OneSource Communication received one. He has even gotten the word out through commercial brokers as well.

Mayor Pro-Tem Smith asked staff to provide the website link information to the public this evening.

Senior Planner Lockamy stated that the North Carolina World Economic Development is a branch of the North Carolina Department of Commerce. The link for the Building Reuse Grant can be found at both of the websites. They have done several over the years, but this year they are linking it with their infrastructure grant as well. It is a good opportunity if someone is investing money into a building and renovations and will be hiring new full-time employees. Individuals can contact him directly at (252) 329-4484, and there is a link at the City of Greenville's Economic Development website, [www.growgreenvillenc.com](http://www.growgreenvillenc.com).

Motion was made by Council Member Godley and seconded by Council Member Connelly to adopt the resolution. Motion carried unanimously.



---

**NEW BUSINESS**

---

AMENDMENT TO PERFORMANCE ASSURANCE PROVISION IN THE AGREEMENT WITH  
SIDEWALK GREENVILLE, LLC – (Contract No. 2151A)

City Manager Barbara Lipscomb stated that the City disposed of the Police/Fire Departments' parking lot and the City has an agreement with Sidewalk Greenville, LLC to develop that lot. Sidewalk Greenville, LLC has requested that the City does not accept the performance bonds that are in the contract because they are rather expensive to do and very awkward to handle. Instead Sidewalk Greenville, LLC has requested that the City use a letter of credit so the City can assure that the project will be done. Sidewalk Greenville, LLC would provide the letter of credit with a guaranteed amount of cash, which would be used to complete a project should something unfortunate happen unfortunately.

City Manager Lipscomb stated that Sidewalk Greenville, LLC has also indicated that they have performance assurances that are being provided to their banking organization, which will also guarantee that funds will be available. As a result of their request, the City sent the information to the North Carolina School of Government Development Financing Initiative (DFI), who has been helping the City with its various economic development projects. The DFI suggested that the letter of credit be from 5% to 10% of the project's construction cost, which would be about \$1.1 million to \$2.3 million. The City has subsequently agreed to change the performance assurance from performance bonds to a letter of credit in the amount of \$1.725 million.

Council Member Connelly asked if this is a standard practice for the City to request these bonds.

City Manager Lipscomb responded that the construction bonds are pretty standard. She wanted to find out how to validate the amount for the letter of credit and to make sure the City had enough assurances that money is available to handle a project if something happens.

City Attorney Holec stated that if there is a project that the City is constructing, the performance bond is a usual course, but this is where someone else is constructing the project. For example, when the City has subdivision guarantees, alternatives are given and one of the alternatives is a letter of credit in order to allow the City to assess funds. In reality, the letter of credit is a lot easier to assess.

Council Member Connelly asked whether it cost the developer any additional funds.

City Attorney Holec responded that there is a cost, but it is a lot less significant than the performance bonds.



Mayor Thomas stated that this is a procedure or issue that does not put the City at any more risk and it is easier.

City Manager Lipscomb stated that it is an easier method of getting the project done because there would be cash available if something will happen and the banks could go ahead and use the money to complete the project.

Assistant City Manager Merrill Flood stated that is certainly one of the advantages. Certainly with a letter of credit as opposed to a performance bond, with the performance bond you have to rely on the existing contractor to finish up the job. The letter of credit is really a more preferable route.

Motion was made by Council Member Smiley and seconded by Council Member Connelly to approve an amendment to the agreement with Sidewalk Greenville, LLC to change the performance assurance from performance bonds to a letter of credit in the amount of \$1,725,000. Motion carried unanimously.

#### RESOLUTION EXPRESSING CITY COUNCIL'S INTENT TO SUPPORT BIKE LANES AND SIDEWALKS FOR FUTURE TRANSPORTATION PROJECTS

City Attorney Dave Holec explained that this is a follow-up from the City Council's April 24, 2017 meeting. The City Council received a resolution from the Bicycle and Pedestrian Commission, which requested the City Council to take two actions. One is related to the Evans Street project and the other related to expressing an intent to have sidewalks and bike lanes in future transportation projects. At its April 24, 2017 meeting, the City Council addressed the first request with its action related to the Evans Street project. There was some discussion on this at the meeting and it was requested that he prepare a resolution for the City Council's consideration. The resolution is included in the City Council's agenda material and does express the intent of the City Council to have those in future transportation projects.

Motion was made by Council Member Mercer and seconded by Council Member Smiley to adopt the resolution.

Council Member Connelly asked what does a transportation project include or what is the definition of a transportation project. Is it a Department of Transportation (DOT) project or a City development or resurfacing project?

City Attorney Holec responded that it is not necessarily a DOT project so it would also be a City project. A transportation project may potentially be such a thing as resurfacing, but that is not in here where the City would have the room in order to necessarily add in that. But, in general, it would be either a City or a DOT project where there is major construction.

Council Member Connelly asked if a new development would be a transportation project.



City Attorney Holec responded that a new development as far as being done by a private developer, if, for example the project had to do something impacting the public streets potentially, yes it is a transportation project, but within their internal development it is not a transportation project.

Council Member Connelly stated that he supports the fact that the City has sidewalks and bike lanes on most of these major projects. His only concern is that it is a vague resolution that states the City is supporting all transportation projects. The language has been changed from what it was originally, which was within the City and the ETJ.

Council Member Connelly stated that his concern is if there is a new subdivision and then all of sudden the City has an additional development cost. Maybe it is a low income subdivision allowing people who did not have the capability to get housing before and all of sudden the cost of land and development go way up. For some of the major projects, he does not have any problem. If applicable and the land is available and people along the corridors are happy with it, it is a great thing, but his concern is that the City is not giving direction that this is the direction that the City wants to go with every project that the City does.

Council Member Mercer stated that the City would want to be careful not to get itself into some sort of absolute requirement and he does not see that this does that. In fact, the last sentence in the resolution factors that the City is not allowed restricted adherence to this and other limitations and that is pretty broad. The City Attorney was well advised to keep it loose there at the end, and he feels that the concern is addressed in the resolution.

Council Member Connelly asked if the complete streets policy is already in the Horizons 2026 Plan.

City Manager Lipscomb stated that is correct.

Council Member Connelly asked if the DOT has a complete streets policy in place.

City Manager Lipscomb stated that is correct.

Council Member Connelly asked what is the difference between adding this resolution and what is already on the books right now. Is this just reaffirming everything that is on there so technically everything is already in place without this resolution?

City Manager Lipscomb responded that the resolution is a reaffirmation. This proposed resolution is a little different from the Bicycle and Pedestrian Commission's resolution.

There being no further discussion, the motion to adopt the resolution 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.



PRESENTATION OF THE CITY'S PROPOSED FISCAL YEAR 2017-2018 OPERATING BUDGET

City Manager Barbara Lipscomb summarized the proposed Fiscal Year (FY) 2017-2018 Budget process and calendar and stated that this budget is balanced. The proposed budget highlights are as follows:

**2017-18 PROPOSED BUDGET PROPOSED BUDGET HIGHLIGHTS**

- ✓ Maintains Current Tax Rate at 52¢
- ✓ Invests 84% of All General Fund Revenues Into Core Public Service Areas and Obligated Debt:

Police	30.2%
Public Works	16.5%
Fire/Rescue	17.1%
Recreation & Parks	11.4%
General Obligated Debt Service	5.8%
Community Development	<u>3.2%</u>
Total	<u>84.2%</u>

Personnel:

- ✓ Provides for an Average 3.2% Salary Increase for Employees Broken Down as Follows:
  - 1.0% Cost of Living Increase
  - 2.2% 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

Operations & Maintenance:

- ✓ 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
- ✓ 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 1¢ Increase in the Property Tax Rate and Department Operating Expense Redirections
- ✓ Includes a \$35,000 Increase in Departmental Discretionary Budget Expenses
  - The FY2017-18 Proposed Discretionary Budget Stands at \$8,565,101 (Below FY2011-12 Budget Level)



- Increase in Budget Appropriated to the Following Core Service Areas:  
Recreation & Parks and Public Works

Capital Improvements:

- ✓ 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 Funding of \$2,185,631 to Fund Various Capital Projects of Strategic Importance to the Council Such as:

Eastside Park	\$ 140,000
Neighborhood Area Cameras	21,967
Information Technology Infrastructure	90,000
Mast Pole Arm Replacement	50,000
Street Light Improvements	100,000
Tar River Legacy Plan	180,000
Town Common Renovation	461,033
Traffic Calming/Progression	60,000
Westside Park Development	190,000

- ✓ The 2017-18 Proposed Budget is a Strong Reflection of the City's Mission:  
*To Provide All Citizens With High-Quality Services in an Open, Inclusive, Professional Manner, Ensuring a Community of Excellence Now and in the Future*

City Manager Lipscomb stated that \$383,228,226 is the total amount of all funds in the proposed FY 2017-18 budgets for the City of Greenville, Greenville Utilities Commission (GUC), Convention & Visitors Authority (CVA) and Sheppard Memorial Library (SML):

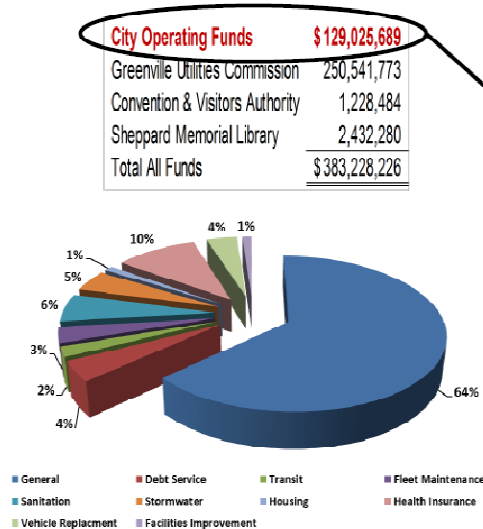
**ALL FUNDS**

<b>City Operating Funds</b>	<b>\$ 129,025,689</b>	<b>33.7%</b>
Greenville Utilities Commission	250,541,773	65.4%
Convention & Visitors Authority	1,228,484	0.3%
Sheppard Memorial Library	2,432,280	0.6%
<b>Total All Funds</b>	<b>\$ 383,228,226</b>	<b>100.0%</b>

The following is a breakdown of the City's operating funds:



### CITY OPERATING FUNDS



<b>General</b>	<b>\$ 81,913,799</b>
Debt Service	5,448,934
Transit	2,740,992
Fleet Maintenance	4,337,071
Sanitation	7,619,286
Stormwater	5,928,998
Housing	1,424,149
Health Insurance	13,135,690
Vehicle Replacement	4,934,770
Facilities Improvement	1,542,000
<b>Total Operating Funds</b>	<b>\$ 129,025,689</b>

Assistant City Manager Michael Cowin provided an overview of the General Fund Budget and the other operating funds that comprise the City’s overall total operating budget for next year. At the April 10, 2017 City Council Meeting, a budget draft was presented to the City Council. At that time the FY 2017-2018 proposed General Fund Budget was \$81,880,799. Since that time, a budget adjustment in the amount of \$33,000 was added and the new proposed General Fund Budget amount is \$81, 913,799 (a 0.04% change). The wage increase of 3.2% is a 1.2% increase from the 2% wage increase that was included in the Financial Plan. In the following scenario revenues were increased by \$33,000 and various different line item expenses were redirected at \$417,000 totaling a \$450,000 increase for salary and benefit expenses.



### 2017-18 PROPOSED GENERAL FUND BUDGET RECONCILIATION OF BUDGET DRAFT TO PROPOSED BUDGET

	Budget Draft 4/10/2017	Adjust Wage Increase to 3.2%	Adjustments to Cover Wage Increase	2017-18 Proposed Budget
Revenue	\$ 81,880,799	\$ -	\$ 33,000	\$ 81,913,799
Expense	81,880,799	450,000	(417,000)	81,913,799
Net	\$ -	\$ (450,000)	\$ 450,000	\$ -

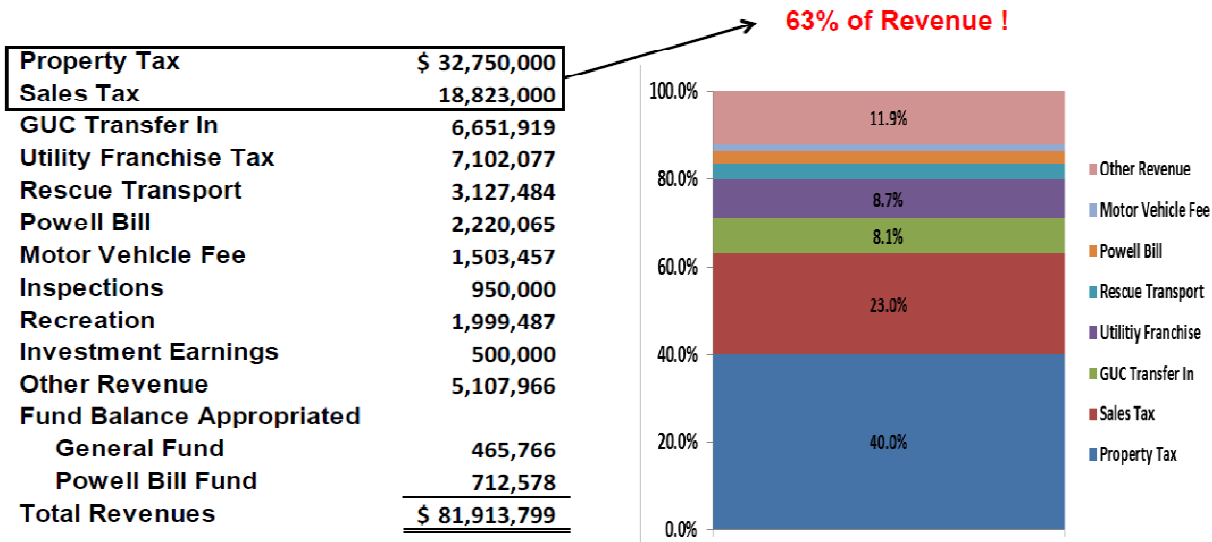
Assistant City Manager Cowin stated that when looking at the revenues for next year, approximately two-thirds of all the revenues come within two line items, property tax and





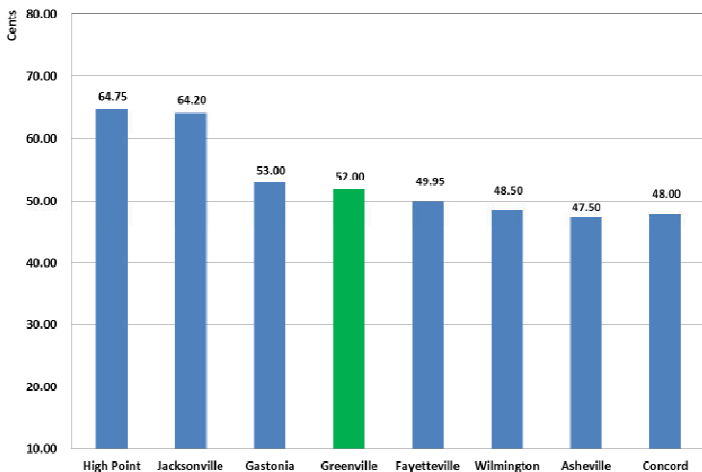
sales tax. The Powell Bill revenue (2,220,065) will be used for streets and traffic maintenance. The motor vehicle fee was increased from \$20 to \$30 in this year's budget to be used for street improvement processes and the proposed revenue is estimated at \$1,503,457. When the revenues outlined in the following chart are considered that is almost 90% of the City's total revenue accounted for within those few line items, which is practically amazing.

**2017-2018 PROPOSED GENERAL FUND BUDGET REVENUES**



Assistant City Manager Cowin gave information regarding the City's historical property tax revenue and benchmarks on how the City's tax rate compares to its peer cities. The four municipalities with the highest property tax rate are the four lowest in the revenue generated by one cent.

**BENCHMARK COMPARISON**



Benchmark City Comparison		
City	Tax Rate	Revenue per ¢
Fayetteville	49.95	\$ 1,405,341
Wilmington	48.50	1,330,683
Asheville	47.50	1,140,505
Concord	48.00	993,063
High Point	64.75	906,708
Greenville	52.00	620,546
Gastonia	53.00	490,170
Jacksonville	64.20	364,221



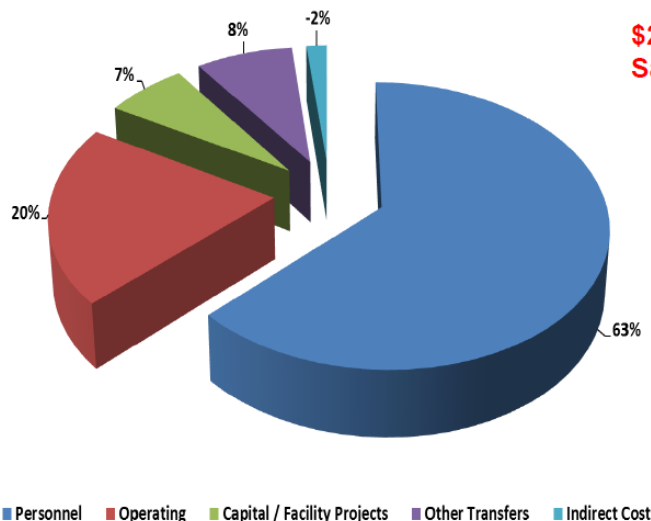
Assistant City Manager Cowin stated that for the last five years, the City's tax revenue has grown about 1% each year and it has picked up to 1.5% over the last three years. Hopefully, the City Council will consider this as a conservative budget in the way staff is projecting the City's revenues. With the growth being seen in the City, at least in the short-term a growth of 1.5% may be a conservative investment.

Assistant City Manager Cowin stated that there was a loss of revenue due to the impact of the 2013 revaluation and the City Council decided not to go revenue neutral. The City's budget has grown over the last 4-5 years, but it has not necessarily grown with an increase in the property rate. The City's property rate stayed fairly constant. The growth in the City's revenues has come through the expansion of the property tax base (1.5%) as well as growth in other revenues such as sales tax. It is unbelievable the growth that has been within the City with concerns to its sales tax. Over the last five years, there has been almost a 5% growth in sales tax revenues and over the last 3 years, a 7% growth.

Assistant City Manager Cowin explained how the proposed legislation could potentially impact sales tax. The City has maintained a conservative growth rate of 2.5% into next year's budget because certain legislation such as Senate Bill 126 has moved over to the House of Representatives, who are looking at the way that the Article 40 half cent sales tax is distributed. Right now, it is distributed to municipal and county governments based on a distribution adjustment factor. The proposal is to move that an economic tier basis meaning that currently the City receives 100% of the Article 40 half cent sales tax to an adjustment factor of 1.07. Under the proposed legislation that would move to an economic tier, which would mean that the City would receive a 1.0 adjustment factor translating into a reduction in revenue. It is overall an impact of \$348,000 for the City of Greenville. That has been estimated by the General Assembly's Bi-Partisan Fiscal Research Division, which puts a lot of information as far as the financial and fiscal impact.

Assistant City Manager Cowin stated that the Fiscal Research Division is looking at growth rate and sales tax for Pitt County and the City of Greenville at 4.8%. That is based on historical growth rates over the last 3-9 years and assuming an expansion in the sales tax base statewide that is driving that increase. Overall, the Fiscal Research Division is projecting \$19,233,000 in sales tax revenues for the City of Greenville. That is consistent with the North Carolina League of Municipalities' projections as well. However, the City has stayed conservative at a 2.5 growth rate and is projecting \$18,823,000 in sales tax revenue.

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. The following is a breakdown of the expenses:



**\$2 Out Every \$3 Dollars Appropriated to Salaries and Benefits !**

Personnel	\$53,265,688
Operating	17,505,441
Capital / Facility Projects	5,727,631
Other Transfers	6,874,558
Indirect Cost	(1,459,519)
<b>Total</b>	<b>\$81,913,799</b>

Assistant City Manager Cowin explained that the budget draft had a 2.0% employee wage increase for next year. Per the plan that was divided up into a 1% per market and 1% per merit. Based on the discussion and vote at the Joint Meeting of the City Council and GUC both boards voted to recommend that staff evaluate the ability to fund a 3.2% increase to employees in next year’s budget. That 1.2% increase equates to an additional \$450,000 and the following line items are the budget adjustments for the additional salary increase:

**BUDGET ADJUSTMENTS PROPOSED TO FUND ADDITIONAL SALARY INCREASE**

Budget Adjustment	Amount
Reduction in Discretionary Budget Increase	\$ 75,000
Bradford Creek Golf Course Adjustment	105,000
IT Switches and Routers Adjustment	28,000
* Tar River Legacy Plan Adjustment	139,000
* Westside Park Adjustment	10,000
* Eastside Park Adjustment	10,000
Mast Pole Arm Project Adjustment	50,000
Increase in Sales Tax Revenue	33,000
<b>Total Budget Adjustments</b>	<b>\$ 450,000</b>

\* Recreation & Parks Projects

Assistant City Manager Cowin stated that the discretionary budgets for City departments stand at a level lower than that of FY 2011-2012. The only departments receiving increases in next year’s budget are the Recreation and Parks and Public Works Department to compensate for the increase in services provided to the citizens (trails, playgrounds, and



park amenities that are being added on an ongoing basis). There are vacant positions with the Bradford Greek Public Golf Course that are not being filled to compensate for some of the other increases. The Information Technology Department’s adjustment for switches and routers is \$28,000. There is still \$150,000 in the two-year budget dedicated to switches and routers.

Assistant City Manager Cowin stated that there are various adjustments to three recreation and parks projects (Tar River Legacy Plan -\$139,000, Westside Park - \$10,000, and Eastside Park - \$10,000). There is still 150,000 allocated to the Mast Pole Arm project over the biannual budget. In addition, the City is looking at using various private/public partnerships with various individuals to help cover some of the cost of those Mast Post Arm projects moving forward. There is an increase in sales tax in the amount of \$33,000.

Assistant City Manager Cowin stated that the following is the biannual budget for the Recreation and Parks Capital Projects. This is after the budget adjustment for salary increases.

**RECREATION AND PARKS CAPITAL PROJECTS  
AFTER ADJUSTMENT FOR SALARY INCREASES**

Project	FY2016-17 Budget	FY2017-18 Budget	Total
Town Common	\$ 851,663	\$ 461,033	\$ 1,312,696
SG Rec Center	365,000	-	365,000
West Side Park	300,000	190,000	490,000
Eastside Park	150,000	140,000	290,000
TRLP	200,000	180,000	380,000
Total Funding	\$ 1,866,663	\$ 971,033	\$ 2,837,696

Assistant City Manager Cowin stated that it is important that the community realizes the investment that City Council is making in the Town Common as its #1 priority. There is the Trillium Playground, which is a \$1 million investment that an incredible number of people are using. The City is investing an additional \$1,312,696 in other aspects of the Town Common.

Assistant City Manager Cowin stated that in order to finish the project at the South Greenville Recreation Center, \$365,000 was added into the budget last year to renovate the ballfields and to finish the project. The City is moving forward with the \$490,000 and pursuing some private/public partnerships to fund the Born Learning Trail with other nonprofits as well as CDBG funding to provide additional trails at the West Side Park. Over a two-year period, \$290,000 is allocated for the Eastside Park and \$380,000 for The Tar River Legacy Plan. There were a few dollars rolled over from the prior year available



pushing that over 400,000 and that will be able to move forward with the Tar River Legacy Plan projects.

Assistant City Manager explained the following breakdown of the salary and benefit expenses and the vacancy rate adjustment impact:

**2017-18 PROPOSED GENERAL FUND PERSONNEL EXPENSES**

	Budget Before Vacancy Adj	4% Vacancy Adjustment	Budget After Vacancy Adj
Salary Expense	\$ 38,529,719	\$ (1,279,245)	\$ 37,250,474
Benefit Expense	16,227,633	(212,419)	16,015,214
<b>Total</b>	<b>\$ 54,757,352</b>	<b>\$ (1,491,664)</b>	<b>\$ 53,265,688</b>

↗  
Reduction in Excess Fund Balance at End of the Year

Assistant City Manager Cowin stated that the City’s salary expense has been reduced by \$1,279,245 for vacancy adjustment. Over the last two months, the City’s vacancy rate has been at a little bit more than 5%, but that could fluctuate from one month to the next, and is a fine line based on the 4% vacancy rate that is already built into the budget. In past years, that \$1,491,664 would have been excess fund balance, which would have been used to fund one-time projects through the City’s Capital Reserve. That is quite a cushion that has been removed from the budget moving forward, but it is something to take a closer look at in relationship to the City’s ongoing vacancy rate on any given month.

Council Member Connelly asked why are there so many vacancies in the Inspection Division.

Director of Human Resources Leah Futrell responded that two of the individuals left for promotional opportunities. That is very difficult to combat. Staff is in the process of trying to fill those two positions, but they do require certifications at a certain level, which are not easy to obtain.

Council Member Connelly asked whether the City is offering competitive salaries and bonuses because some of these positions have been vacant 1½ years.

Director Futrell responded that staff did an analysis of the salary range for a Building Inspector and actually involved the consultant so it was done by a mutual third party. The feedback received is the salary range is market competitive. There is a supply and demand issue with the economy and construction improving. Individuals are not going to leave



their current employment, where they are probably within a good salary range, to come to Greenville.

Mayor Thomas stated that there is a point where the theoretical exercise has to end and someone has to be hired. Mayor Thomas asked staff to give its strategy to address getting permanent employment for these positions.

Assistant City Manager Merrill Flood responded that in December 2016 and January 2017, the City had the exit of three inspectors. One retiree returned on February 2, 2017 and another retiree was hired part-time to do the plan reviews. Additionally, the City signed a joint agreement with Washington County to use inspectors in that community if backfill is needed by the City. As far as recruitment, staff is using the normal and extra areas to pull in additional candidates and looking at nontraditional ways to fill the positions.

Mayor Thomas asked if staff interviewed anyone yet.

Assistant City Manager Flood responded there was one offer, but because of family medical reasons that person declined last week.

Council Member Connelly stated that his concern is the City surpassed the approximately \$916,000 revenue projected for this year. The City should be competitive with these positions offering both salary and bonuses because when the City does not have the inspectors that are readily available to inspect some of the projects, nothing gets done. That is tax based revenue and money into the City to be able to build the Eastside Park, Westside Park and Extreme Park. That is problematic and the revenue is there.

Assistant City Manager Flood responded there is a small pool of Level 3 Building Inspectors presently.

Council Member Connelly asked how many actual interviews have there been.

Assistant City Manager Flood responded that there were 60 applicants and 5-6 have met the criteria of a Level 3 Building Inspector and one declined the offer.

Council Member Glover stated that when people are building, they are ready for inspectors to do their part especially with all the buildings going up downtown. Council Member Glover asked if a person who is going to school for their certificate could be hired.

Assistant City Manager Flood responded that staff could consider them if they have a probationary certificate. In order for them to do the job, they would need a probationary or standard certification from the State of North Carolina to be considered eligible to be a Building Inspector.

Council Member Godley asked how are the positions being advertised.



Assistant City Manager Flood responded they are being advertised online through the code qualifications board where the code officials would be certified.

Motion was made by Council Member Connelly and seconded by Mayor Pro-Tem Smith to direct the City Manager's Office to offer a higher salary and better benefits package to recruit new inspectors in the Inspections Division and to work with the Community Development Director to fill those positions. Motion carried unanimously.

Assistant City Manager Cowin summarized the FY 2017-2018 proposed Operating Expenses stating that the City's departments have a little more influence over the discretionary budget, which includes repairs and maintenance, supplies and materials, advertising, dues and subscriptions, and printing. The fixed cost budget includes utilities and fuel, computer hardware/software, and contracts that the departments have no control over or very little control. The discretionary dollars are used by the departments to maintain the expansion of services approved by the City Council. The increase in discretionary expenses is \$35,000 and the Recreation and Parks (\$20,000) and Public Works (\$15,000) Departments are the most influenced by the expansion of those services (new trails, New Trillium Playground, and other park expansions/improvements).

Assistant City Manager Cowin summarized the FY 2017-2018 proposed Capital and Facility Projects. Seven percent of the FY 2017-2018 Budget is dedicated to the capital (\$2,185,631), street (\$2,000,000), and facility (\$1,542,000) improvements totaling \$5,727,631. Adding to that, the level of the City's Debt Service was funding capital projects and that is over 10% of the City's budget dedicated to capital in some form or fashion. Over a 4-5 year period in conjunction with the 2015 General Obligation Bond, \$17,350,000 has been dedicated to resurfacing roads within the city limits of Greenville. That is 100 lane miles of resurfacing.

Assistant City Manager Cowin summarized the FY 2017-2018 Proposed Budget Other Funds.

#### Debt Service

\$5,448,934 is budgeted for next year and is going toward principal and interest payments that are being funded by General Fund and Powell Bill dollars and the Occupancy Tax for the Convention & Visitors Bureau. That is with the City increasing the property tax rate to fund that as well.

#### Transit Fund

\$2,740,992 is budgeted through federal dollars, bus fare/ticket sales as well as the subsidy from the General Fund. The Federal Government pays for 80% of the capital and 50% of the operating costs. The transfer from the General Fund equals to \$603,781 for FY 2017-2018. The Transit Fund will increase in the near future because of the addition of the Greenville Transit Activity Center.



Fleet Fund

The Fleet Fund is budgeted at \$4,337,071. This is a charge back to the service departments for the utilization of the fleet and garage services. There is charge back for fuel, labor costs, parts, and commercial labor being used to provide the services. The City is currently conducting a study to evaluate its overall fleet services. The study could potentially result in recommendations as to the size and future utilization of the City's current Fleet Fund and the Vehicular Replacement Fund.

Sanitation Fund

This \$7,619,286 budgeted amount is made up primarily of the refuse fees charged to customers. These revenues are being used to fund the personnel, operations, and capital/debt related to the purchase that has been made to modernize the Sanitation Division over the last years as well as to reimburse the transfer from the Vehicle Replacement Fund that was made to make that fund economically viable. The backyard service is being eliminated starting July 1, 2017. The next year's budget does include a \$.25 increase in the monthly curbside fee as included in the approved Financial Plan. The Sanitation Fund is reimbursing the Vehicular Replacement Fund approximately \$250,000 for FY 2017-2018 and for FY 2018-2019.

The following is the multi-year plan for the \$.25 increase in the curbside rate:

**SANITATION FUND FEE SCHEDULE**

	Back Yard Rates		Curbside Rates	
	Monthly Rate	Change	Monthly Rate	Change
2015 Actual	\$43.55	\$1.25	\$14.50	\$1.25
2016 Actual	44.30	0.75	15.25	0.75
2017 Actual	44.30	0.00	15.75	0.50
* 2018 Proposed	Eliminated	0.00	16.00	0.25
2019 Projected	Eliminated	0.00	16.25	0.25
2020 Projected	Eliminated	0.00	16.50	0.25

**\$.25 per Month Increase in Curbside Rates as Included in the Approved 2017-18 Financial Plan**

Housing Fund

The Housing Fund is budgeted at \$1,424,149, which includes the CDBG and HOME Grants. It is also subsidized by the General Fund. The City should be paying attention to the legislation proposed at the Federal level that would eliminate funding those grants in future Federal Budgets.





Stormwater Fund

This is a \$5,928,998 program that is being used to fund personnel, operations, and capital/debt related to the capital that has been purchased. The budget includes a \$.50 increase in the monthly stormwater fee as included in the approved Financial Plan, but this is the last year of that increase. The completed Basin Study has identified over \$100 million in Capital Projects over the next 20 years is needed to address drainage concerns. Such a level of Capital Projects will require a significant increase in funding, above that included in the current fee structure.



**2017-18 PROPOSED BUDGET  
STORMWATER FUND  
FEE SCHEDULE**

	Monthly	
	Rate	Change
2015 Actual	\$3.85	\$0.50
2016 Actual	4.35	0.50
2017 Actual	4.85	0.50
* 2018 Proposed	5.35	0.50
2019 Projected	5.35	0.00
2020 Projected	5.35	0.00

**\$0.50 per Month Increase in Rate as Included in the Approved 2017-18 Financial Plan**

A legislative Bill has been introduced that will actually reduce the stormwater fees. It will eliminate the fee for the Pitt-Greenville Airport Authority, which will result in over \$100,000 a year loss in revenue to the Stormwater Fund.

Facility Improvement Fund

The Facility Improvement Fund consist of the \$1,542,000 transfer from the General Fund broken down between the Recreation and Parks (\$811,000) and Public Works (\$731,000) Departments.

Health Fund

The City and Greenville Utilities Commission are in the first year of a three-year strategy to reduce the City's share to 80% and to help to relieve the cost to employees. The Health Fund is budgeted at \$13,135,690.

Vehicle Replacement Fund

The Vehicle Replacement Fund is currently a \$4,934,770 operation with transfers from the General Fund, Sanitation Fund and other supporting funds as well as various miscellaneous funds. The City is currently conducting a study of fleet services. The General Fund is



currently funding the Vehicle Replacement Fund at approximately 30%. This level will need to be evaluated as part of the Fleet Study to ensure the Vehicle Replacement Fund can remain viable.

Assistant City Manager Cowin summarized the following City operating funds:

**2017-18 PROPOSED BUDGET  
CITY OPERATING FUNDS**

General	\$ 81,913,799	63.5%
Debt Service	5,448,934	4.2%
Transit	2,740,992	2.1%
Fleet Maintenance	4,337,071	3.4%
Sanitation	7,619,286	5.9%
Stormwater	5,928,998	4.6%
Housing	1,424,149	1.1%
Health Insurance	13,135,690	10.2%
Vehicle Replacment	4,934,770	3.8%
Facilities Improvement	1,542,000	1.2%
<b>Total Operating Funds</b>	<b>\$ 129,025,689</b>	<b>100.0%</b>

Assistant City Manager Cowin stated that the FY 2017-2018 proposed budget is a strong reflection of the City’s mission. The remaining budget calendar is as follows:

- May 11, 2017 Proposed GUC,SML,& CVA Presented to 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

Mayor Thomas stated that for the public’s understanding, the City’s adopted policy is a two-year budgeting strategy. The City is in the second year of a two-year budget and 95% of it is projected and may be exceeded in a few areas, which is great, and there are a few adjustments based on economic factors. Things change in a City within 24 months and one significant change in the original two-year budget is the adoption of a pay increase. The Joint Pay and Benefits Committee made a proposal of going to a certain rate and that was discussed by the City Council and the GUC Board.

Council Member Connelly asked about the amount allocated for street lighting improvements last year.



Assistant City Manager Cowin responded that for street lighting, \$250,000 was allocated for the first year and another \$100,000 was allocated in the proposed 2017-2018 budget totaling \$350,000 over a two-year period.

Council Member Connelly stated that his concern is there were some crime issues taking place in his district and the street lighting improvement funds were exhausted quickly last year. There is \$100,000 proposed in the FY 2017-2018 Budget.

Assistant City Manager Cowin responded that during FY 2016-2017, \$250,000 was used for the expansion of street lights whereas GUC is taking care of the transition from the high pressure sodium to the LED lights. What is proposed in the FY 2017-2018 Budget is a true expansion of the street lighting.

Mayor Pro-Tem Smith asked is that expansion driven by crime occurring in the City.

Chief Holtzman responded that the money for this current year was spent in three areas. One being expansion so there are new lights programmed to be installed on Stantonsburg Road near the hospital. Then the transition of over 850 lights was done, which did not come out of the \$250,000. There was approximately \$70,000-\$80,000 allocated for new cameras. Roughly \$50,000 is to go back to fill some brand new telephone poles and lights where there are not any back in the west side to do a complete street concept there. It was based on crime. There was so much good result with the GPD's crime reduction initiative areas when they lit those in the fall of 2015 so staff decided to do the entire area from the river to Dickinson Avenue and from downtown to Memorial Drive.

Council Member Glover stated that the lights installed on Vance Street are so bright and things can be seen throughout the entire neighborhood, but in West Greenville, things can be seen only under the lights that were installed there.

Chief Holtzman stated that the lighting is very direct and does not get that haze. The GPD will look at that area because there are some brighter LEDs that can be used instead of what has been installed. Sometimes more telephone poles are needed.

Council Member Connelly stated that the proposed budget is a good one mostly. However, in his opinion, the City Council should focus on crime, streets, lighting, and curb appeal. In the FY 2017-2018 Budget, an additional \$200,000 should be allocated for lighting and an additional \$300,000 should be projected for streets.

Council Member Mercer stated that the City is in a second year of a two-year financial plan and having substantial changes are i better when constructing that plan. Staff had to scrape around to get the pay increase. He is recommending to stick with what has been proposed rather than opening the budget up for major changes at this point.

Council Member Smiley stated that if the sales tax is going to be substantially higher than what is being projected, maybe next January and February, the City Council may want to



establish some priorities. If the sales tax comes in as half way of what is anticipated, a lot of priorities being discussed right now such as street lights might become very feasible.

Council Member Glover asked about there being no more backyard pickup and expressed her concern for the handicapped and senior citizens.

Assistant City Manager Cowin responded that the curbside pickup does not apply to those individuals.

Council Member Godley stated that lighting has gone up significantly over the past 365 days in the hospital area, but there are hotspots in other areas where crime frequently does occur. The LED lighting is significantly better than the sodium lighting. Council Member Godley asked when would the GPD start feeling comfortable with the lighting in Greenville and how strong of an investment would that take.

Chief Holtzman responded that the GPD is looking at the efforts in the West Greenville area and probably a two-mile square area densely populated completely under lit and it has completely changed. Once that is filled in, the GPD will be able to come back with some more comments and common sense to it. As far as how far should the City take the project, of course, changing all of the street lights over to the LEDs is one part of it. In filling spots without telephone poles with new lights is a big part of it, but then there are streets such as Stantonsburg Road near the hospital and the gateways coming into the City that were built without any street lights. Those are not cheap to install because they would not be \$800 ones and it would take several thousand dollars to install them over the major highways. That would improve not only crime, but also that will improve traffic and pedestrian safety in those areas. Street lighting in neighborhoods works and GPD is focusing on those first.

Chief Holtzman stated that it is a two-prong approach moving forward – crime in one direction and then the City's worst traffic issues in the other area. They are literally hotspots, but they are dark spots in the City. The GPD is starting with the dark spots that are related to crime and pedestrian or vehicular crashes. The GPD is working with its crime analyst staff and the Public Works Department. There are 7,000 LED lights in the City and about 1,000 of them have been done, which is certainly a good return on the City's investment.

Council Member Godley stated he would like to see a stronger investment in the City's safety and roads because people think of and expect these as core services when they pay their taxes.

City Manager Lipscomb stated that with lighting there is an additional component that the City ran across the last few months and that is the capacity of GUC to continue to just provide all of the lighting. At one point, GUC sent staff a note indicating that they do not have any capacity to continue with lighting right now because they were not staffed or were not aware that the City wanted that much.



Mayor Thomas asked what is staff suggesting.

City Manager Lipscomb responded that maybe staff should find out between the two entities how much time, effort, and money should be spent so that they will have an idea of how much can be done in a given year or so.

Mayor Thomas asked what does staff want to set up to make that happen.

City Engineer Scott Godefroy responded the 850 lights that were recently installed was an additional cost to the City per month for each fixture that was updated. The GUC had only budgeted a certain amount of lamps to order so they ran out of money to do the additional upgrades.

Council Member Connelly asked whether the City's line item was used for the GUC to purchase those lamps.

City Engineer Godefroy responded for Stantonsburg Road, the City provided \$8,200 so that GUC could order the materials. Additionally, any poles and lamps that the City add to get the dark spots done, the City pays for those directly, but anything that the City is upgrading from sodium to LED lighting those basically come out of the City's budgeted funds for rental rate. Every LED that the City upgrades increases the City's cost per fixture anywhere from \$7 to \$10 monthly. If the entire lighting for the City was upgraded to LED, it would probably cost \$.5 million per year and additional funds would be needed in the street lights budget alone.

Mayor Pro-Tem Smith stated that saying what the City cannot do for the citizens who allow the City and GUC to operate is a problem, especially when looking at lights. The GUC can find a way to accommodate the lighting requests.

City Engineer Godefroy stated that in the upcoming budget, the GUC will accommodate more upgrades for the City. It was surprising to the GUC when the City wanted to upgrade so many lights at one time.

Council Member Glover asked if there is any way that the City can find out how much the GUC budgeted for the upgrade of lights.

Assistant City Manager Cowin responded that the GUC representatives will give their budget presentation on Thursday night.

City Engineer Godefroy stated that having 7,000 street lights just to upgrade is a task and will take some time.

Council Member Godley stated that the City Council should place a priority on the citizens' safety, which takes precedence over other things. The City has made good progress in providing good lighting in the communities, but one more person could get hurt tonight



because the City is not putting lighting in front of the burner. A measly \$100,000 could be spent quickly.

Council Member Mercer stated that in his opinion, the City Council has its priorities clearly reflected in the budget in terms of safety, which is the major percentage of the City's proposed budget. Great progress has been made on street lighting and the City Manager has indicated that it is somewhat problematic to move at a rate as much more aggressive as the City is going right now. He is opened to having this conversation next year when preparing the two-year budget.

Mayor Pro-Tem Smith asked was LED lighting over in the B's Barbeque Restaurant area, where a murder occurred a year ago.

Chief Holtzman responded no. LED lighting would have aided in capturing the person responsible for that murder. Descriptions were given to help the investigators, but they were vague and if the lighting had been a lot better, the true color of a shirt or a car could have been given. The detectives had done a great job with that case, but certainly LED lighting would have helped that eye witness with identification.

Motion was made by Council Member Connelly and seconded by Council Member Godley to direct staff to increase the street lighting budget by an additional \$100,000-\$150,000 and the road construction budget by an additional \$200,000-\$250,000; looking first to the Recreation and Parks Department Capital Projects, particularly Eastside Park, as a funding source.

Council Member Godley stated that he is also open to a variety of different funding sources throughout the budget.

Council Member Smiley stated that the City Council should direct staff where to add money in one line item and what the matching cut is in another line item.

Mayor Pro-Tem Smith asked if the six projects are the only places where there is money that can be allocated for street lighting and road construction.

Assistant City Manager Cowin responded that the only two options are to back off the salary increase and the capital projects. Staff has already redirected \$450,000 in the budget to move up the 3.2% salary increase.

Council Member Glover asked for the Eastside Park, where is the \$750,000 from the bond.

Assistant City Manager Cowin responded that the \$750,000 was redirected towards the Green Street bridge project. That is the bridge that will connect the Town Common over to River Park North.



Council Member Mercer stated that the Eastside Park is designed to be a regional park and money has been spent on planning that. The efforts or plans of what to do with this money is not wasted and staff is looking at what would fit into the development of a larger park. If the City never gets there, it does not mean that the money the City is spending is not well used. There is staff time and money already put into the Eastside Park project. He opposes the motion because the City should not be taking a good budget and switching things around at this late date in the second year of the budget without compelling reasons. Also, the motion does not direct staff where to cut the whole amount.

Council Member Godley stated that the City Council might want to shift monies provided in this budget proposal away from nonessential services to the City's core services, even if that means taking a look at capital improvement projects.

Council Member Godley denied Council Member Smiley's amendment to make the cuts pro-rata.

Council Member Connelly denied Council Member Smiley's amendment to prioritize any cuts other than Eastside Park.

Motion was made by Council Member Mercer and seconded by Council Member Smiley to amend the previous motion to make the stated increases using a variety of funding sources throughout the budget. Motion failed 5-1. Mayor Pro-Tem Smith and Council Members Glover, Godley, Smiley and Connelly voted in opposition of the motion and Council Member Mercer voted in favor.

After a brief discussion, the original motion related to increases in street lighting and road construction budgets 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.

Mayor Pro-Tem Smith asked whether any direction was given to staff related to the allocation of the salary increase.

Assistant City Manager Cowin responded no. The salary increase currently stands in the proposed budget as a 1% market and 2.2% merit.

Council Member Glover stated that the City employees are receiving a 6% increase in health insurance.

Mayor Thomas asked about last year's salary increase.

Assistant City Manager Cowin responded that last year, the City employees received a 2% market increase.



Motion was made by Council Member Glover and seconded by Mayor Pro-Tem Smith to make the salary increase to be 3.2% market increase and to eliminate the merit.

Council Member Smiley stated that a lot of time and money have been spent on developing a merit system. That system was ready to go last year and the City Council put it off because of concerns that the City had only gone through it once and there were some kinks to be worked out. That was the trial run. Now the merit system is in its second run, kinks were worked out, and it is time to implement the merit system.

Council Member Smiley stated that the City Council has seen data that failure to implement merit raises leads to compression, good employees not being fairly rewarded and these are basic principles decided a couple of years ago, which were the reason the City funded such an extravagant and expansive merit review program. So the current allocation of 1% across the board gives everybody a little bit of a raise and the other 2.2% is a pool that can be used to reward outstanding employees and to incentivize City employees to stretch for outstanding status. He encourages to keep the current plan because it has been worked on, makes sense and it is a fair compromise.

Council Member Connelly stated that the 3.2% cost of living, there is no difference as far as how much the City is allocating at \$450,000. If the City decided to go with the 3.2% cost of living increase it would not adjust the \$450,000.

Council Member Mercer stated that he supports a strong merit component to the City's pay system. No system is perfect, but the City has worked hard to put in place a merit system and the City should stick to the plan.

Council Member Glover stated that she was employed by the State of North Carolina when employees stopped receiving merits and only received a cost of living increase. If the employees like the merit system, she would have no problem with staff implementing it. A merit system should be fair. During her first five years as a Council Member, she had done extensive study on the merit revealing that supervisors/department heads received a great increase and the people at the other levels received less because each department only received a certain amount of money in the merit pool. The merit has not been fair and today, it is worse because an outstanding employee is not given what their work is worth any more. This is not a tried and true plan when employees' evaluations are sent back and forth for approval.

Council Member Smiley stated that every employee would receive a 1% pay increase. The employees who have outstanding ratings would receive higher than that. The City Council has been given presentations about the merit plan and employees were involved with creating the merit plan, and outside consultants have been involved.

Council Member Mercer asked staff to bullet point what has been done about the merit system.





Director of Human Resources Leah Futrell stated that approximately two years ago, the City hired Segal Waters to help develop a performance management system. The system involved all employees at all levels and there were representatives from all those groups to get buy-in so that no employee felt like their voice was not heard. Multiple meetings were held and those results were presented to the City Council. A survey was conducted and over 90% of the employees indicated that they were in favor of pay for performance because it allowed those employees who are working at a higher performance level to be rewarded.

Director Futrell stated it was a group effort and multiple employees were involved. There is no perfect system, but the City's system is a good one. Before, the City did not have any standardized ratings and the new system brings that into play. Overall, when the evaluations were done last year only a small percentage, less than 5%, of employees were *below meets expectations*, two-third of employees were at *meets expectation* and nearly 30% were *above meets expectations*.

Motion was made by Council Member Glover and seconded by Mayor Pro-Tem Smith to make the proposed 3.2% salary increase to be 2% for market and 1.2% for merit.

Mayor Pro-Tem Smith stated that the motion gives the opportunity to see how staff handles the merit and if it does not work, the City Council would know what to do the next year of considering the across-the-board market increase.

Council Member Smiley stated that what has been learned about this process and facts were gathered along the way. Places where merit systems work – the majority of the raise comes from merit. The City is trying to incentivize and reward employees by if they do good work they get a larger raise. If you put the majority in an across-the-board model and minimize the amount that is paid as merit, then the City is removing the incentive.

Council Member Glover stated that there are employees in all level of positions and pay grades and there is always going to be the one who makes the most money that benefits more from the merit.

There being no further discussion, the motion to make the proposed 3.2% salary increase to be 2% for market and 1.2% for merit 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 TO AMEND THE GREENVILLE CITY CODE RELATED TO TIME FOR FILING APPLICATIONS WITH REGARD TO STREET CLOSURES (10-2-256 (D)), PARADE PERMITS (11-2-4 (A)), AND AMPLIFIED SOUND (12-5-8 (B)) – (Ordinance No. 17-032)

Chief of Police Mark Holtzman stated that after reviewing some recent procedures to give proper notice to coordinate the availability of staff to do events, staff is recommending to lengthen the time to process applications for street closures, parade permits, and amplified



sound. Staff is recommending to extend the hours from 48 hours to five working days for street closures, which would be for a block party or something similar. Processing of a parade permit will be changed from five days to 15 days. These are requests for actual street closures impacting neighborhoods and businesses and they do not include protests on the sidewalks or demonstrations. For amplified sound, there should be a one week prior notice instead of a 72-hour prior notice.

Chief Holtzman stated that a request for amplified sound is submitted quickly. The Greenville Police Department might receive a request on Thursday for a Saturday party and is scrambling to shift staff around or to hire off-duty staff to fill that need. Overtime police officers are needed for many of the events.

Chief Holtzman stated that regarding what other cities are doing about parade permits, staff looked at cities that have universities, including Chapel Hill, Raleigh, and Wilmington. Chapel Hill requires 90 days, Raleigh requires a 120-day notice and Wilmington is set at a 30-day notice for processing parade permits. Chapel Hill requires 90 days for road closures, Raleigh requires 120 days plus 90 days for a general event permit, and Wilmington asks for 30 days.

Chief Holtzman reported that for amplified sound, Chapel Hill is set at 90 days, Raleigh is set at 120 days plus 90 days for a general event permit, and Wilmington has a three-day period (72 hours) just like Greenville. However, Wilmington is reviewing all of their procedures and is considering modeling theirs after Raleigh. It is an increase, but it is a marginal increase compared to other cities having universities. Staff is asking the City Council to extend the processing timeframes for street closures, parade permits, and amplified sound.

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

#### REPORT ON DORMITORY-STYLE STUDENT HOUSING

Community Development Director Ben Griffith stated that at its April 10, 2017 meeting, the City Council directed staff to research dormitory-style student housing. Also, the City Council directed staff to provide recommendations to better identify areas near the main East Carolina University (ECU) campus that are more appropriate for the development and maintenance of dormitory-style student housing and to bring the proposal back to the City Council as a potential zoning ordinance amendment.

Director Griffith displayed examples of two types of dormitory-style development in Greenville and stated that The Boundary is located in the downtown commercial (CD) and downtown commercial fringe (CDF) zoning districts. A Land Use Intensity 67 review is allowed city-wide in several zoning districts and was used to develop North Campus Crossing. It is located to the north of downtown.



### Dormitory Development Downtown in CD & CDF



The Boundary

### Dormitory Development (LUI 67) allowed Citywide in Several Zoning Districts



North Campus Crossing

Director Griffith stated that staff was not directed to review multi-family developments with up to three-bedrooms per unit, which may be marketed as student housing. They are located city-wide such as University Suites.

Director Griffith defined dormitory development and explained the requirements for dormitory developments. A dormitory development is a building or group of buildings where group sleeping accommodations are provided with or without meals for persons who are not members of the same family group, in one room or in a series of closely associated rooms under joint occupancy and single management, such as college dormitory or privately owned dormitory intended for use by college students. Dormitory developments are allowed in two zoning districts, CD and CDF with an urban core overlay. Both zoning districts require a special use permit from the Board of Adjustment for dormitory-style student housing.

Director Griffith reported that under the current zoning ordinance, developers may propose dormitory-style developments within five zoning districts throughout the City with a Land Use Intensity 67 (LUI 67) review. As of this date, 10 LUI 67 dormitory developments have been approved by the Planning and Zoning Commission and built throughout the City. Director Griffith displayed a map showing areas in the City that are zoned R6, R6A, MS, OR, and CDF that allow LUI 67 dormitory developments with a special use permit and the 10 existing dormitory developments. He stated it is a fairly large area where they are currently allowed.

Director Griffith stated that multi-family developments (having up to three bedrooms per unit) are permitted throughout the City in eight zoning districts and they do not require special use permits. Director Griffith displayed a map showing areas in the City with eight zoning districts, R6N, R6, R6A, R6MH, MR, OR, CD and CDF, which allow multi-family developments with up to three-bedrooms per unit by right.



Director Griffith reported that in search for a college town with similar student housing issues, staff looked at Auburn University in Auburn, Alabama. The City of Auburn has a population of approximately 60,258 while Auburn University has a current enrollment of approximately 28,290 students. The campus is located adjacent to the downtown area. Over a period of 10 years, Auburn planning staff monitored the rapid increase of multi-family developments including “purpose built” student housing and became concerned that these types of development required greater regulation to limit future development.

Director Griffith reported that in 2011, the City of Auburn City Council adopted its CompPlan 2030 in which the continued proliferation of multi-family developments was identified as an area of particular concern. In 2012, Auburn’s City Council commissioned a citywide student & market-rate multi-family analysis. The consultant’s study reported that the City had an 8.1% higher vacancy rate than is typically found in a well-balanced student housing market. The study also reported new multi-family development had a lower vacancy rate (3%-4% lower) than older developments.

Director Griffith reported that in 2015, Auburn’s City Council adopted a 6-month moratorium on new multi-family developments within a portion of the University Service (US) zoning district to allow studies to be conducted and launched a study of the entire US and Urban Core zoning districts and the land use and development recommendations of a newly adopted Downtown Master Plan. Auburn’s city staff then analyzed blocks in areas adjacent to Auburn University to assess each block’s number and character of existing multi-family developments; the number of single-family residential parcels; the number of residential rental parcels; the number of owner occupied parcels and the percentage; and the number of nonresidential parcels.

Director Griffith reported that Auburn’s city staff evaluation found that although the US zoning district (adopted for several years) was intended to support university-related commercial and residential needs, it actually produced conflicts with adjacent residential districts. To help address these conflicts, transitional zones were adopted where they were deemed appropriate. In the City of Auburn, there is an understanding that there is a difference between multi-family, student housing, and private dormitories.

Director Griffith reported that Auburn added “private dormitory developments” as a type of use that is only permitted in various US zoning districts with a special use permit. The City of Greenville already has that with its dormitory-style development definition. When it comes to density, Auburn focuses on the bed count rather than the dwelling unit count. For all multi-family developments throughout Auburn, there are requirements to include infrastructure improvements, such as pedestrian ways, bicycle paths, and trails that connect the city amenities so the City of Auburn gets more than just another apartment complex.

Director Griffith stated that the City of Greenville’s staff had several meetings and lively discussions about all of the issues involved with student housing and dormitory development in particular. In the end, staff came up with two options for the City Council



to consider. Director Griffith summarized the City of Greenville's possible amendments to allow dormitory developments only near ECU's main campus:

Option A:

- Step 1. Leave the existing dormitory development ordinance in place that allows dormitories in the CD and CDFUC; and
- Step 2. Eliminate the allowance of dormitory developments (LUI 67) entirely.

Option B:

- Step 1. Expand the Boundary of the Urban Core Overlay; & Allow Dormitory Development within the expanded overlay boundary in the CD, CDF, OR and R6 zoning districts with a Special Use Permit. Prepare new and revised regulations for dormitory developments (min. lot size, design, parking, etc.); and
- Step 2. Eliminate the allowance of dormitory developments (LUI 67) entirely.

Director Griffith explained that Option A would continue to locate dormitory developments within a five-minute (0.25 mile) to a 10-minute (0.5) walk from the boundary of ECU's main campus. Option A, Step 2 would eliminate the LUI 67 dormitory development in the R6, R6A, MS, OR, and CDF zoning districts.

Director Griffith explained that under Option B, it is recommended that new and revised regulations be prepared for dormitory developments addressing such issues and items as minimum lot size, architectural designs, parking requirements, etc. Option B would continue to locate dormitory developments within a five-minute (0.25 mile) to 10-minute (0.5 mile) walk from the boundary of ECU's main campus. Option B, Step 2 would eliminate the dormitory development, LUI 67 in the R6, R6A, MS, OR, and CDF zoning districts. The existing 10 LUI 67 developments would remain as legal, nonconforming uses meaning that they were legally approved, but no others would be approved.

Director Griffith stated that both Options A and B call for the elimination of LUI 67. He summarized the comparison of the two options, stating that Option A leaves the existing ordinance in place that only allows dormitory developments in the CD and CDF-UC zoning districts with a special use permit. Option B expands the boundary of the Urban Core area and allows dormitory development within the expanded overlay boundary in the CD, CDF, OR, and R6 zoning districts with a special use permit. Both Options A and B would be consistent with the Comprehensive Plan.

Director Griffith explained that all descriptions of the Future Land Use and Character types within the existing and proposed Urban Core Overlay expansion areas include multi-family residential developments with the exception of "Potential Conservation and Open Space (PCOS)" character type. There are multi-family zoning districts associated with these character areas that permit multi-family developments. Additional zoning ordinance revisions will be required to ensure compliance with adopted Horizons 2026 Comprehensive Plan's policies to address improved architectural design; street level retail;



parking; landscaping; urban design; historic preservation; and a mix of uses so that private dormitories and their associated uses do not saturate downtown.

Director Griffith stated that occupancy and student housing were two items previously discussed by the City Council and anyone who has an interest in student housing. During its discussion on April 10, 2017, the City Council realized that the occupancy rate of existing developments is a constantly changing number. Even though no one on the City's planning staff is a realtor, appraiser or otherwise professionally trained in real estate marketing, it is safe to say that as the supply of dwelling units and/or bedrooms increases some developments are going to experience a fall in occupancy rates by students. This is market driven.

Director Griffith stated that the City's planning staff met informally with ECU's officials, who advised staff that while there may be a marked increase in online and distance learning student enrollment, there will be no large increases in freshmen enrollment for the next couple of years chiefly due to the classroom space on campus. It is expected that the freshmen enrollment will increase by approximately 100-145 students for the Fall of 2017 and the same for the Fall of 2018. The freshmen enrollment will probably increase by an additional 100 in 2019 and another 100 in 2020 and 2021. Of these approximates, 4,500 freshmen most will be required to live on campus during their first year. Currently, there are approximately 5,800 beds on campus so the remainder of the students are living off campus in apartment complexes, dormitory-style student housing, single-family homes in the grid area north of campus and throughout the City.

Director Griffith requested the City Council's guidance and to give staff information on how to proceed and move forward on student housing.

Mayor Thomas asked whether staff looked at any other communities other than Auburn, Alabama.

Director Griffith responded that staff looked at other communities informally. Staff looked at Auburn because that City had the most recent study and adoption in 2015. Also, the City of Auburn adopted a moratorium for no building construction while they were under review and that is not allowed in North Carolina.

Mayor Pro-Tem Smith stated that the City Council gave staff direction on April 10, 2017 and she is surprised that staff compiled the information in such a short time. Mayor Pro-Tem Smith asked were there any other options that could have been suggested.

Director Griffith responded that specifically for dormitory-style developments, there was none. There were a couple of other things such as massaging of the City's current zoning ordinance, but based on the direction by the City Council, staff was specifically looking for areas to locate these types of housing.



Mayor Pro-Tem Smith asked whether staff feels that Options A and B are the better ones that can be given.

Director Griffith responded staff feels that they are. Staff tried to concentrate on the areas where they are already located with those things in place. There were several reasons why staff did not consider the areas to the north and east of campus including the current zoning does not allow any multi-family development, some of the areas is designated as an historic district, and there were additional regulations that apply with the historic district. Multi-family dormitory-style student housing is inconsistent with the Comprehensive Plan in these areas and these are all well-established neighborhoods even though a lot of them are owner occupied. Staff felt that would not apply in these areas.

Director Griffith stated that staff tried to concentrate in the areas where these developments are already allowed. The key is the LUI 67 and showing that these dormitory-style developments are allowed all over the City in all these different zoning districts. The LUI 67 kicks in when a developer proposes a development with the fourth bedroom and that seems to be the key and hence the difference in the multi-family. The Boundary and North Campus Crossing have the fourth bedroom and University Suites is limited to three bedrooms. A lot of people will use those terms interchangeably and refer to them all as student housing even though they are not according to the Zoning Ordinance.

Council Member Smiley stated that staff has recommended as an option to remove the LUI 67, which is a petition that would go before the Planning and Zoning Commission and does not come to the City Council for approval. It is a special use that a development could obtain from the Planning and Zoning Commission. There is some criteria that they have to meet, but there is not a lot of room for debate. Either the applicant meets or does not meet the criteria. If they meet the criteria, the Planning and Zoning Commission essentially must give them the special use permit.

Council Member Smiley stated that as it is written now, there is no evaluation process to determine whether an additional LUI 67 is at that moment and time a good idea. Council Member Smiley asked if that is a correct characterization of that process.

Director Griffith responded that is fairly correct. There are some very specific criteria in the LUI 67 requirements including very detailed site plans and a lot of details on infrastructure and other improvements are required. Those are generally not reviewed by the Planning and Zoning Commission. The last LUI 67 was done in 2010 for The Province, which is located on Charles Boulevard and 14<sup>th</sup> Street.

Council Member Smiley asked whether staff spent any time thinking about how those requirements could be altered.

Director Griffith stated that the requirements have been altered a little bit over the years and there was some criteria that was included early on and then that was taken out. It had



something to do with some of the architectural design. There were some minor adjustments made to the ordinance.

Council Member Smiley asked if staff got any sense that altering the requirements of either of the special use permits had any impact.

Director Griffith stated that staff determined that the LUI 67 review is the one that gives everyone the heartburn because that allows the fourth bedroom with the City's three-unrelated rule. The key with the dormitory-style development is the additional bedroom and there is an additional review that goes along with that.

Council Member Smiley stated that people are concerned about the fourth bedroom in some of the developments in the dormitory overlay or Urban Core Overlay.

Council Member Smiley stated that this item deserves a more expansive process. Some public input should be taken. An open forum would give the City a chance to get behind a strategy that can withstand the test of time – getting to an adopted long-term plan.

Mayor Pro-Tem Smith stated that on many occasions, citizens have said that the City is placing special emphasis on students and young professionals living in the uptown area where it would be bikeable and walkable. A lot of other people have expressed a desire to live in this urban core area. She agrees that this proposal could use more vetting. If given some more time, staff could find some more options for the City Council's consideration. She does not want the City to be too restrictive.

Council Member Mercer stated that he fully supports the need to get public input and buy-in to whatever the City Council will do. Council Member Mercer asked whether staff has the resources to bring data before the public so that the City Council can have this conversation and find resolution to it.

Director Griffith stated that it would probably be an unbiased or an objective marketing study, not one that is prepared by a developer or a financial institution for a sole purpose, but one that will look at it holistically. One that looks at what the student housing market is, what it is going to allow, and what direction it is going, which is essentially what Auburn had done. Auburn saw this trend develop over a period of years and when they had that marketing study they were able to put numbers to it and to quantify and address it more specifically. Auburn started doing their block by block assessment of how that was affected and how it affected the different properties making land use decisions and how to move forward.

Mayor Thomas asked about the timeframe for having public input.

Assistant City Manager Merrill Flood responded that it would be a 6-9 months process.

Council Member Godley asked what is typical for an input process.





Assistant City Manager Flood responded that beyond the public input process, certainly the marketing study is needed, if the City Council is going to look at this on the continuum. Beyond sharing information with other cities, the City Council may want the Planning and Zoning Commission's and Board of Adjustment's involvement as well. The City Council may want them on a stakeholders committee along with others to provide input.

Council Member Godley stated that perhaps it is in the interest of this City Council to direct staff to begin the process of looking into vendors that might do a marketing analysis and to start the public input.

Council Member Smiley stated that the City Council will need objective data eventually.

Motion was made by Council Member Godley and seconded by Council Member Smiley to direct staff to look into potential vendors to conduct a study and report back to the City Council in June, and to begin implementation of a public input process. 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.

#### PERSONNEL ITEM (ADDED)

City Attorney David Holec stated that he distributed a notice of his retirement to the City Council. The letter states that he plans to retire as of November 1, 2017. With his effective date of retirement, he will have completed in excess of 37 years of service in municipal government with more than 20.5 years with the City of Greenville. He expressed his appreciation for the opportunity to serve this City Council and past city councils, stating that it has been an honor and privilege to have served as the Greenville City Attorney.

City Attorney Holec stated the requested action by the City Council is to accept his retirement and to direct the Human Resources Department to commence the recruitment and selection process for the City Attorney position.

Motion was made by Mayor Pro-Tem Smith and seconded by Council Member Smiley to accept the City Attorney's notice of retirement and direct the Human Resources Department to commence the recruitment process for a new City Attorney. Motion carried unanimously.

#### RECRUITMENT POLICY (ADDED)

Council Member Glover expressed her concern about the recruitment of the inspectors and the code enforcement personnel. The City of Greenville Personnel Policies, Article V, Section 1.0 (Recruitment) states that the purpose of an internal-only recruitment and/or selection process is to provide current employees the opportunity for career growth and advancement within the City of Greenville. The City reserves the right to recruit externally, if the internal recruitment and selection process does not result in the appropriate match of an employee's skills, knowledge, and experience with a given position's job



requirements. Section 6.0 states that the City Manager delegates the responsibility to department heads of investigating the qualifications and experience of candidates for employment. Therefore, selection of employees shall be the responsibility of each department head.

Council Member Glover stated that the Code Enforcement Division provides an important service to the City making a lot of difference in the community. A Lead Enforcement Supervisor position is vacant and the internal interviews have been done. The Lead Enforcement Supervisor is an important position freeing up the Code Enforcement Supervisor from responding directly to so many violations. She is very disappointed about the things that are undone in Districts 1 and 2 and there are employees assigned to these areas. When she rides around the City, there are no problems in Star Hill Farms and the area by the Catholic Church, but in the neighborhoods like West Greenville, it does not matter that properties are not being maintained.

Council Member Glover stated that she is not meddling, but she is standing up for her constituents and if it is the Department Head's job to recruit for this vacant position then an external recruitment should be done. The City Manager indicated during her interview that if she could just get the grass cut in West Greenville that would be a "slam dunk". There is a serious problem in the Code Enforcement Division because she is having to call the Code Enforcement Supervisor to get things done. The Code Enforcement employees assigned to Districts 1 and 2 have gotten into a bad habit of doing whatever they want to do instead of following instructions by the Code Enforcement Supervisor.

Council Member Glover stated candidates for the position were interviewed in January 2016, but no one has filled the position. She is wondering if this is the same problem with the recruitment for inspector positions. If the Code Enforcement Supervisor decides to retire, he will have someone trained to carry on the job, as it should be done. The current Code Enforcement Officer has had all of the training offered by the State of North Carolina and has been the President of the North Carolina Association of Housing Code Officials for two terms helping to compose the Code Officials' handbook.

City Manager Barbara Lipscomb stated that when she made the statement about getting grass cut in a community, it was made about another community. At least about six months ago, to support the Assistant City Manager and Department Head, she personally gave a directive to the Code Enforcement Supervisor to hire one of the two internal employees, who had applied for the position. All of the City's lead positions are internal promotions by City policy. The City Council could change that policy so that the City does not have the promotional opportunities for employees within the Code Enforcement Division. Part of having that promotional opportunity was in response to the City Council's concern that the City was not promoting internally.

City Manager Lipscomb stated that based on the Code Enforcement Supervisor's comment that the employees in the Code Enforcement Division were not trained properly for the Lead Code Enforcement Supervisor position, the employees were given additional training.



The Code Enforcement Supervisor should make a decision. If the selected employee does not perform within the six-month probationary period, he could sit down with that employee monthly and quarterly and advise them of what is not being done right, mentor them and make a decision about whether that person is performing adequately. Staff entrusted him to do that when he was made the Code Enforcement Supervisor.

Council Member Glover stated that it was hard to promote Carlton Dawson to the Code Enforcement Supervisor.

City Manager Lipscomb responded that the Code Enforcement Supervisor position was made into an internal process.

Council Member Glover stated that making positions for internal recruitment was done for other City departments and divisions as well. When there was someone internally that the Supervisor and Department Head thought could do the job, then the job was offered to that individual. The City Manager is going against the Personnel Policies that if the internal employees are not qualified then there is a right to recruit externally.

City Manager Lipscomb stated that the Code Enforcement Supervisor has not given an employee a chance to prove that they are capable of doing the job.

Council Member Glover stated that the Code Enforcement Supervisor is the senior employee in the Code Enforcement Division and has worked with every one of the current Code Enforcement Division employees from the beginning of their employment up until now. He is familiar with their work performance.

City Manager Lipscomb stated that the City Council could eliminate the requirement that lead positions should be internal positions. The whole point of the lead position was if an employee leaves, another employee in the department, who is familiar with the process, could be promoted.

Council Member Glover stated that when you force employees to do things you create a hostile working environment.

City Attorney David Holec suggested that staff be given the opportunity to bring that information back to the City Council, along with the history then the City Council will be able to discuss this in a more appropriate forum.

Motion was made by Council Member Glover and seconded by Council Connelly to direct staff to provide background information related to the City's promotional policy and recruitment for code enforcement. Motion carried unanimously.



---

---

**REVIEW OF MAY 11, 2017 CITY COUNCIL MEETING AGENDA**

---

---

The Mayor and City Council reviewed the agenda for the May 11, 2017 City Council meeting.

---

---

**CITY MANAGER'S REPORT**

---

---

City Manager Barbara Lipscomb recognized two interns, Zachary Anta and Cirilo Perez, who are working in the City Manager's Office during the summer months. They are Master of Business Administration students at East Carolina University.

---

---

**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 Smiley, motion was made by Mayor Pro-Tem Smith and seconded by Council Member Smiley to adjourn the meeting. Motion carried unanimously, and Mayor Thomas declared the meeting adjourned at 11:03 p.m.

Respectfully Submitted

Polly Jones  
Deputy City Clerk

PROPOSED MINUTES  
MEETING OF THE CITY COUNCIL  
CITY OF GREENVILLE, NORTH CAROLINA  
MONDAY, JUNE 5, 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 Calvin R. Mercer 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 to add two items to the agenda, including an acceptance of the EPA Brownfield Grant and a closed session regarding personnel.

Council Member Glover requested to move the presentation by the Neighborhood Advisory Board after the Public Comment Period.

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

---

**PUBLIC COMMENT PERIOD**

---

Andrea and Hunter Hardison – 574 Milton Drive, Winterville, NC

Ms. Hardison stated that the Bradford Creek Public Golf Course influences the lives of the youth of Greenville and Pitt County, particularly her son, Hunter, who is hearing impaired. At five years old, she was told by him that he wanted to play golf, which is one of the sports



that he can play due to his impairment, and having access to the golf course has given him the chance of fulfilling his dream.

Ms. Hardison stated that most families cannot afford to do this athletic activity without this facility. Mike Cato has been instrumental in bringing youth into the game of golf. She fears that the City's decision to put the golf course under a management company would deprive youth like her son from the chance to play a sport that they enjoy. Many youth have earned a scholarship by the programs offered at the golf course, and the decision made by the City Council will surely impact the youth as well as adults in the community.

Jim Hooker – 3605 Balley Lane

Mr. Hooker made comments about the suggestion by the Pitt County Council on Aging that the City should extend its transit services to and from this facility. That is a significant issue for seniors because the Pitt County Council on Aging is the only place where some seniors in the County can get a free meal and socialize with people in their own age group. There are about 100 people on a waiting list for Meals on Wheels and the program loses about 5-10 of them every year. They never get food because they are on that waiting list.

Mr. Hooker stated that the connection between that bus travel and those people on the waiting list is critical to get people to and from the facility. It allows them to know about its mission. That activity is a very important part of what is integral to the community. There are other organizations in the area including the Alice Keene Park, a farmer's market, and a dog and cat pound. There is a need to protect the lives of these seniors and extending the transit service in that area should happen.

John Joseph Laffiteau – Roadway Inn and Suites, Room 253

Mr. Laffiteau made comments about an incident involving him and the Sheppard Memorial Library staff in 2014, and he provided City Clerk Carol Barwick with a package regarding "Thinking Critically".

Jim Decker – George Road

Mr. Decker made comments about contract negotiations for the golf management agreement at the Bradford Creek Public Golf Course, stating that the City of Greenville is not in the golf business, but it is in the quality of life business. He is not hearing about a proposal to turn the management of Elm Street Park, Boyd Lee Park or Jaycee Park over to a management company. The leaders of the City have generally followed the principles that parks are created not to generate a profit, but to profit the generation of the community.

---

**SPECIAL RECOGNITIONS**

---

Mayor Thomas recognized the presence of the delegation from Yeonsu-gu of Incheon, South Korea. Mayor Thomas and Yeonsu-gu Mayor Lee Jae-Ho signed the Friendship City



Agreement, which notes that the two cities will pursue joint development by working on exchanges and cooperation in diverse fields, including but not limited to economy, education, and culture.

-----  
**CONSENT AGENDA**  
-----

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

- Minutes from City Council Workshops held on April 18 and August 25, 2016 and from regular City Council meetings held on February 9, April 19, and April 24, 2017
- *Removed For Separate Discussion* Resolution Amending the Assignment of Classes to Salary Grades and Ranges
- Status update on FEMA Reimbursement from Hurricane Matthew
- Various tax refunds greater than \$100
- Ordinance and Reimbursement Resolution Amending Greenville Utilities Commission's FY 2016-17 Budget and various capital projects budgets – (Ordinance No. 17-037; Resolution No. 035-17)
- Budget Ordinance Amendment #8 to the 2016-2017 City of Greenville budget (Ordinance #16-036), Public Works Capital Projects Fund (Ordinance #17-024), Recreation & Parks Capital Projects Fund (Ordinance #17-024), Special Revenue Grants Fund (Ordinance #11-003), Facility Improvement Fund (Ordinance #16-036), and Stormwater Utility Fund (Ordinance #16-036) – (Ordinance No. 038-17)

Council Member Smith requested to remove the resolution amending the assignment of classes to salary grades and ranges under the Consent Agenda for separate discussion.

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

-----  
**CONSENT AGENDA ITEMS FOR SEPARATE DISCUSSION**  
-----

RESOLUTION AMENDING THE ASSIGNMENT OF CLASSES TO SALARY GRADES AND RANGES – (Resolution No. 036-17)

Mayor Pro-Tem Smith stated there is no budget impact related to this reclassification of positions, but she is trying to decipher some of the changes. For example, she is trying to



understand the correlation between the GIS Technician and the Senior Economic Developer positions. Mayor Pro-Tem Smith asked whether the City no longer needs a GIS Technician.

Assistant City Manager Merrill Flood responded that this request is related to the change of the position title for existing personnel and not a change in personnel duties and the actual work being done.

Mayor Pro-Tem Smith asked whether the City is eliminating that person altogether.

Assistant City Manager Flood responded that the City switched existing personnel with existing titles to create the Office of Economic Development (OED). When the individual was switched over to OED, the employee's position title was GIS Technician II and the employee's work is still data mining and mapping, but really in the economic world, the individual is more of an Economic Developer. The position title is being changed to reflect the work duties as opposed to changing the salary.

Mayor Pro-Tem Smith asked about the vacant Planner II positions.

City Manager Lipscomb responded that there were economic developer people who were pulled from the Planners and so the job description is being changed to reflect that they are economic developers and are no longer doing the traditional Planner II job.

Mayor Pro-Tem Smith asked whether there would be a shortage of personnel in the Planning Division.

City Manager Lipscomb responded no. The employee was moved to the OED years ago, but the job titles were not changed at that time.

Mayor Pro-Tem Smith stated that her concern is there being a shortage of personnel in one division and things might be undone.

Mayor Pro-Tem Smith stated that regarding the Telecommunications Supervisor within the Greenville Police Department (GPD), the position title is being renamed in order to accurately reflect the work the individual is supposed to be doing. Mayor Pro-Tem Smith asked whether the GPD is having problems with the recruitment for that position.

City Manager Lipscomb responded that is a position title change.

Chief of Police Mark Holtzman responded that the GPD is having problems and the people who have applied do not understand the position with the current title.

Motion was made by Council Member Smiley and seconded by Council Member Glover to adopt the resolution. Motion carried unanimously.






---

## NEW BUSINESS

---

### PUBIC HEARINGS

#### PUBLIC HEARING ON PROPOSED FISCAL YEAR 2017-18 BUDGETS INCLUDING PUBLIC HEARING TO BE HELD CONCURRENTLY ON PROPOSED STORMWATER MANAGEMENT UTILITY RATE INCREASE

#### City of Greenville including Sheppard Memorial Library and Pitt-Greenville Convention & Visitors Authority and the Greenville Utilities Commission

Assistant City Manager Michael Cowin summarized the following highlights of the proposed City of Greenville Fiscal Year (FY) 2017-2018 Budget:

### TOP 10 BUDGET HIGHLIGHTS

- ✓ Maintains Current Tax Rate at 52 ¢
- ✓ Invests 84% of All Revenues Into Core Public Services & Obligated Debt
- ✓ Provides an Average 3.2% Wage Rate Increase for Employees
- ✓ Includes Funding for an Additional 2.0 – 4.0 Police Positions (Grant Pool)
- ✓ Includes Funding for the Employee Health Clinic
- ✓ Increases Funding for Street Improvements to \$2.2 Million
- ✓ Provides Funding of \$200,000 for Street Lighting
- ✓ Includes \$461,033 in Funding for the Town Common Project (#1 Priority)
- ✓ Provides \$1.54 Million in Funding for Facility Improvement Projects
- ✓ Provides Funding of \$2,000,631 for Capital Projects

Assistant City Manager Cowin stated the current overall budget stands at approximately \$383,445,625 with the City's operating funds comprising almost of that total at \$129,243,088 (33.7%). The Greenville Utilities Commission (\$250,541,773 – 65.3%), Convention & Visitors Authority (\$1,228,484 – 0.3%), and the Sheppard Memorial Library (\$2,432,280 – 0.6%) make up the remainder of the overall budget. Two-thirds of the City of Greenville's budget is coming in the form of dollars rolling through its General Fund at \$82,713,799. Two-thirds of the revenue of the General Fund are coming from the property tax revenues (\$32,750,000) and sales tax (\$18,823,000).

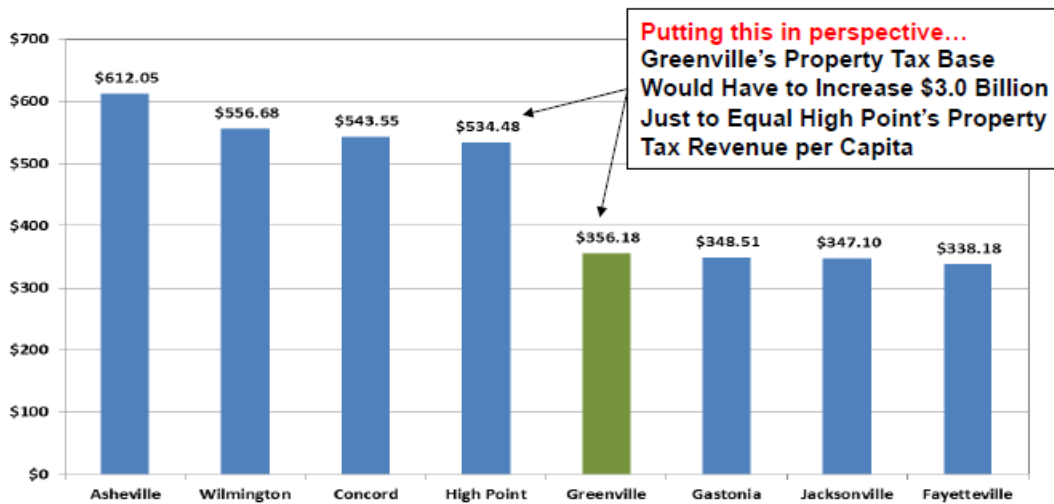
Assistant City Manager Cowin stated that at its May 5, 2017 meeting, the City Council looked at the City's tax rate in comparison to benchmark cities. The four municipalities with the



highest tax rate are the same four that have the lowest tax revenues per penny: Highpoint, Greenville, Gastonia, and Jacksonville. Staff was asked what does this look like when it is broken down on a per capita basis. There is an interesting variation in the following chart where four municipalities (Asheville, Wilmington, Concord, and Highpoint) have property tax revenues per capita of at least \$500 per capita ranging from \$534 up to \$612. On the other end of the scale, Gastonia, Jacksonville, Fayetteville and Greenville have property tax revenues per capita in the \$300 range (\$338-\$356). On its own, that per capita number is just a number. It really means that Greenville's property tax revenues per capita of \$356 compared to Highpoint is the difference based on Greenville's population. It would take an increase of \$3 million in Greenville's tax base to equate to a \$534 per capita.



**PROPERTY TAX REVENUE**  
**PROPERTY TAX REVENUE PER CAPITA**



Assistant City Manager Cowin stated that approximately two-thirds of the operating expenses in the General Fund fall within personnel. The City invests highly in its personnel at \$53,265,688 to carry out its mission. The Operating Expense is projected at \$17,490,441; Capital/Facility Projects at \$5,642,631; Other Transfers at \$7,074,558; and Indirect Cost at (1,459,519), which is charged back to the other funds, totalling \$82,013,799.

Assistant City Manager Cowin stated that the proposed budget as it stands tonight is different from the proposed budget presented in May 2017 based on the motions made by the City Council at that meeting. The following is a reconciliation of those adjustments from the May 8, 2017 meeting:



**2017-18 PROPOSED GENERAL FUND BUDGET**  
**RECONCILIATION OF CHANGES TO PROPOSED BUDGET**  
**FROM MAY 8<sup>TH</sup>, 2017 COUNCIL MEETING**

	Proposed Budget 5/8/2017	Increases in Expense	Adjustments to Cover Increase	2017-18 Proposed Budget
Revenue	\$ 81,913,799	\$ -	\$ 100,000	\$ 82,013,799
Expense	81,913,799	300,000	(200,000)	82,013,799
Net	\$ -	\$ (300,000)	\$ 300,000	\$ -

Assistant City Manager Cowin explained that the revenues and expenses within the General Fund stood at \$81,913,799. Since that point and time, the City had increases in its expenses in the budget of approximately \$300,000 and various adjustments to offset that increase in expense. There was a \$100,000 increase in revenue and a (\$200,000) in reduction in the budget expense to net out to a General Fund budget of approximately \$82,013,799.

Assistant City Manager Cowin gave an overview of the increases and the adjustments to cover the increases. There are increases in the Street Improvements budget of \$200,000 and Street Lights budget of \$100,000. That brings the budget for street improvements to approximately \$2,200,000 for next year, which is a \$500,000 increase from the current year budget of \$1,700,000. When looking at the funding that has been appropriated to street improvements over the last few years along with the dollars appropriated through the 2014 General Obligation Bond, \$17,550,000 has been allocated and appropriated to street improvements in the City of Greenville. That is over a 100 lane miles of resurfacing, which is absolutely outstanding.

Assistant City Manager Cowin stated that the Street Lights budget was increased from \$100,000 to \$200,000. When looking at that in conjunction with the current year budget of \$250,000, \$450,000 was put into street lighting improvements within its communities.

Assistant City Manager Cowin explained that in order to cover that increase in expense, there had to be various different adjustments to the budget. They are as follows:



**2017-18 PROPOSED GENERAL FUND BUDGET**  
**RECONCILIATION OF CHANGES TO PROPOSED BUDGET**  
**FROM MAY 8<sup>TH</sup>, 2017 COUNCIL MEETING**

**Adjustments to Cover Increase**

* R&P Capital Projects Adjustment	\$ 120,000	40.0%
CDBG Fund Allocation	100,000	33.3%
Routers/Switches Adjustment	50,000	16.7%
Public Works Budget Adjustment	30,000	10.0%
<b>Total Budget Adjustments</b>	<b>\$ 300,000</b>	<b>100.0%</b>

\* Accounts for the Largest Percentage of the Overall Reduction

Assistant City Manager Cowin gave a breakdown of the Recreation and Parks Capital Projects to cover the increase for additional street improvements and street lighting:



**2017-18 PROPOSED GENERAL FUND BUDGET**  
**RECONCILIATION OF CHANGES TO PROPOSED BUDGET**  
**FROM MAY 8<sup>TH</sup>, 2017 COUNCIL MEETING**

**R&P Project Adjustment**

Eastside Park Project	\$ 102,000	85.0%
Westside Park Project	18,000	15.0%
* <b>Total Adjustment</b>	<b>\$ 120,000</b>	<b>100.0%</b>

\* Accounts for the Largest Percentage of the Overall Reduction

Assistant City Manager Cowin stated that within the overall budget, there are fee schedule adjustments and they were also included within the approved Financial Plan. For 2017-2018, the Sanitation backyard service is being eliminated except for special situations based on needs by some of the City's citizens. There is a \$.25 increase in the curbside rates going from \$15.75 to \$16 per month. Additionally, there is the scheduled increase in the stormwater fees going from \$4.85 to \$5.35, which is a minor increase in order to cover the \$100,000 plus for deferred stormwater projects identified within the Watershed Master Plan.

Council Member Connelly asked with the increase in the stormwater fees, is there any scheduled plan or is the City putting the funds in an account where it continues to grow.



Council Member Connelly stated that the Town Creek Culvert project was supposed to be completed, but the bids were too high.

Assistant City Manager Cowin responded that the Town Creek Culvert project is out to bid again and the bids are supposed to be returned and opened this Thursday. The City just finished appropriating another \$5,000-\$6,000 in conjunction within the Stormwater Fund for the Town Creek Culvert project. The increase for FY 2017-2018 will not even put a dent in the \$100,000,000 plus for the City's projects, but that is where the dollars will be used.

City Manager Lipscomb stated that the Stormwater Committee is meeting right now and will give the City Council some priorities in terms of the projects. The citizens are going to be working with the consultant hired by the City.

Council Member Connelly asked if there are any projects in the works over the next fiscal year.

Public Works Director Kevin Mulligan responded that mid-way through next budget year, the City will probably lose one of its main contributors to the Stormwater Fund. So the \$.50 will not go as far as historically. Usually each \$.50 gets the City about the \$.5 million.

Mayor Pro-Tem Smith asked staff to give more information about the City losing one its contributors to the Stormwater Fund.

Director Mulligan responded that the General Assembly is in the middle of passing a Bill which will exempt airport roadway from contributing to the stormwater utility.

Mayor Pro-Tem Smith asked if that is the Bill lobbied by the County.

Director Mulligan responded that the County supported that Bill.

Director Mulligan stated that the City will lose about \$100,000 so the \$500,000 will be \$400,000 or because it is happening in January, the City will receive about \$450,000 next year but certainly less. The Watershed Master Plan indicated that the City has 200 plus miles of pipes and 80 miles of ditches and 20,000 structures which all are in various states of aged decay. The City Council has identified its top priorities needing to be addressed. The annual need identified to keep up with the City's infrastructures is close to \$15 million with the new projects and existing infrastructure and this gets the City to about \$16.5 million. There is quite a delta between what the City needs versus what the City has. The City is no different from many municipalities in the nation.

Director Mulligan stated identifying priorities is critical to do, but the Town Creek Culvert is one of the major projects. When the City was looking at the First Street Connector, the first design that came to the City showed that the City would need to increase the size of the Vance Street outlet as well as the Town Creek Culvert. The Department of Transportation worked with the City to move a lot of the water to the Town Creek Culvert so that City



could leave Vance Street alone. So instead of having two \$20 million projects, the City has one.

Director Mulligan stated that in trying to control what the City must spend, there are much smaller identified projects in addition to the Town Creek Culvert, but immediate needs in conjunction with road resurfacing is what the City wants - to get the much smaller identified projects first and then do the road resurfacing.

Council Member Connelly asked whether the City received approval for interest-free financing for the Town Creek Culvert project.

Director Mulligan responded that the City received a \$13.3 million zero interest loan from the State Clean Water Revolving Fund, which is probably the largest stormwater award in the country to date. That potentially saves the City \$5 million in interest.

Council Member Connelly asked about the length of the term.

Director Mulligan responded 15 years.

Mayor Pro-Tem Smith asked whether the City will be receiving the \$450,000 this year from the Pitt-Greenville Airport until January 2017.

Director Mulligan responded that is the increase citywide. It will not be the total \$100,000 because it is scheduled to happen January 1, 2018 so it will be about a \$50,000 deduction instead of \$100,000.

Assistant City Manager Cowin stated that with the increase in the rate, that would go from \$110,000 since it is a half year and the City will be losing about \$55,000-\$60,000 in the first year.

Assistant City Manager Cowin reminded the City Council that the FY 2017-2018 Budget is scheduled to be adopted at its meeting on June 8, 2017.

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

---

**OTHER ITEMS OF BUSINESS**

---

**PRESENTATIONS BY BOARDS AND COMMISSIONS**

**Neighborhood Advisory Board**

Chairperson Betty Hines gave the mission of the Neighborhood Advisory Board (NAB) and provided information regarding the Board's accomplishments. During 2016-2017 the NAB



out a set of specific set of specific goals and processes in their work plan to reorganize and educate and to refocus while accomplishing their goals. The members worked to strengthen their goals and gain a better understanding of carrying out their mission and objectives. The Ombudsman position was filled by Christi Williamson, which gives the NAB added staff support to assist the members in completing their goals.

Chairperson Hines reported that the NAB held educational sessions and encouraged the board members to conduct on-line community research. Some of their sessions were the Horizons 2026 Greenville's Community Plan presented by Chief Planner Thomas Weitnauer. Ombudsman Williamson presented how to download and to use the City's Compass application so that the NAB members could use their mobile devices to quickly submit service requests. The Greenville Watershed Master Plan was presented by Civil Engineer III Lisa Kirby. Chief of Police Mark Holtzman gave an overview of the City's crime map and analysis and information to the NAB's Safety Committee about the "What to do if someone is stopped by the Police video".

Chairperson Hines reported that the NAB Executive Committee was created to give general directions and recommendations to their Board. Several standing committees were established: Community Building, Land Use and City Services and Public Safety. The members held an NAB overview and education meeting for new liaison and alternate members to introduce them to the NAB's procedures and guidelines. With their community outreach, the members created an updated information folder on How to Start a Neighborhood Association for distribution, updated the welcome packets for new residents, and finalized and received the Greenville Neighborhood Assistance magnet. The NAB members participated in several community events such as the Spring Clean-up, Chat with the Chief, District Town Hall meetings, community groundbreaking ceremonies, and the East Carolina Brody School of Medicine Women's event.

Chairperson Hines reported that the members made other accomplishments including the following:

- Re-activated Oak Grove Neighborhood association in District 1
- Held the NAB Bi-annual Liaisons Feedback Meeting
- Held the 2017/2018 Board Member Elections for Liaison and Alternate Liaison
- Reviewed and in the process of updating all Neighborhood Association membership information for neighborhoods throughout the City. This effort will create a current list of members, contracts, and bylaws
- On-going dissemination of Talent Bank applications and NAB information to Neighborhood/Homeowner Associations

Chairperson Hines stated that the NAB's community partnerships and collaboration are 1) ECU Department of Geography, Urban and Regional Planning Program, 2) Greenville Police Department, 3) Greenville Bicycle and Pedestrian Committee, 4) Police Community Relations Committee, and 5) Uptown Greenville. Their additional activities included working with the Ideas for a Safer Neighborhood and East Carolina University Urban and



Regional Planning Program, who did an awesome job on their project and having a joint meeting with the Police Community Relations Committee in District 5. Neighborhood associations throughout Greenville gathered together for their annual spring meetings and picnics. The purpose is to welcome new members and to stay connected to current events going on in their community.

EAST CAROLINA UNIVERSITY CAMPUS LAW ENFORCEMENT AGENCY EXTENDED JURISDICTION AGREEMENT AND COOPERATION AGREEMENTS FOR MUTUAL ASSISTANCE WITH EAST CAROLINA UNIVERSITY POLICE DEPARTMENT

Assistant City Attorney Donald Phillips explained that the Greenville Police Department (GPD) and East Carolina University Police (ECU Police) have been discussing cooperative measures which will:

- Provide extended jurisdiction and designated authority to ECU Police to include the area within the City's corporate limit; and
- Have ECU Police provide four loaned ECU Police Officers to GPD in the Center City area from Wednesdays through Sundays at no cost to the City.

Assistant City Attorney Phillips gave information regarding three agreements, which will 1) enhance overall law enforcement capabilities, 2) improve response effectiveness and efficiency, and 3) provide a highly visible law enforcement presence in the Center City Area.

*Extended Jurisdiction Agreement*

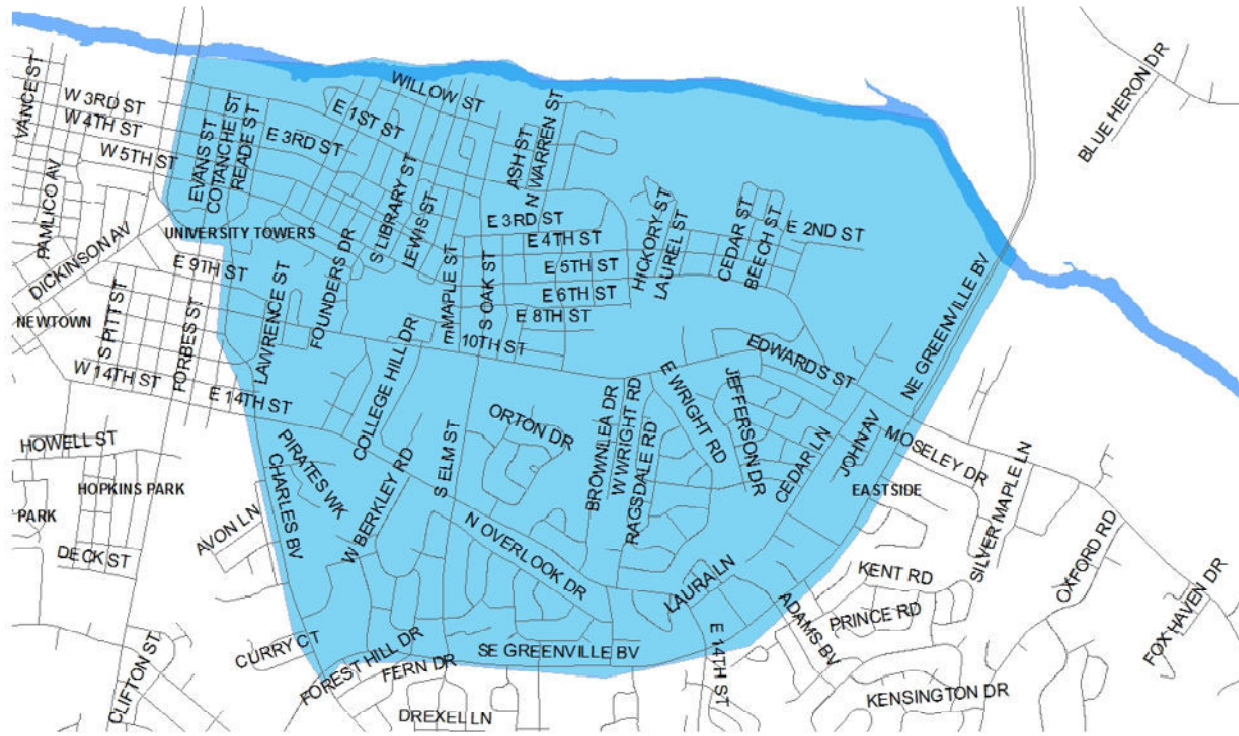
Currently, ECU Police officers are statutorily limited to "all property owned or leased to the institution employing the campus police officer and that portion of any public road or highway passing through such property or immediately adjoining it, wherever located." Under State law, the City and ECU can enter into "joint agreements" "to extend the law enforcement authority of campus police officers into any or all of the municipality's jurisdiction and to determine the circumstances in which this extension of authority may be granted." Accordingly, the agreement must be approved by City Council and the ECU Board of Trustees. The proposed agreement will amend the September 26, 2006 Agreement.

The current extended jurisdiction area is the "Campus Law Enforcement Agency Area of Extended Jurisdiction" and will be supplanted by the proposed agreement, which will allow for the ECU Police Officers to have extended jurisdiction throughout the corporate City limits.





## Current Extended Jurisdiction Area "Campus Law Enforcement Agency Area of Extended Jurisdiction"



**Amended Extended Jurisdiction Agreement rescinds above and allows ECU Police officers to patrol throughout the City.**

Under the current Extended Jurisdiction Agreement, the ECU Police Officers are limited to 1) probable cause to believe that a person to be arrested has committed a felony; or 2) probable cause to believe that the person to be arrested has committed a misdemeanor in or out of the officer's presence and has probable cause to believe that either the person to be arrested will not be apprehended unless immediately arrested; the person to be arrested may cause physical injury to self or others unless immediately arrested; or the person to be arrested may damage property of another unless immediately arrested.

The proposed Extended Jurisdiction Agreement includes the following:

### AS PROPOSED

- ECU Police Officers will have extended jurisdiction to all of the City's territorial jurisdiction within the corporate boundaries of the City
- The authority of ECU Police officers acting in the extended jurisdictional area is simplified and clarified



- Within the extended area of jurisdiction, ECU Police Officers will have the same powers, rights, privileges, and immunities (including the powers of arrest and those relating to civil actions and payment of judgments) as GPD officers, including all law enforcement powers as authorized by statute, case law, and the common law of the State of North Carolina.
- ECU Police Officers will be authorized to conduct routine law enforcement patrols within the extended area of jurisdiction.

This will include:

- ❖ Traveling to and from property leased by ECU.
  - ❖ The performance of routine law enforcement activity.
  - ❖ Participating in joint operations with GPD.
  - ❖ Participating in a request by GPD under a mutual assistance agreement
- ECU will have designated and clarified primary responsibilities.
  - ECU Police will have and maintain primary responsibility in the following instances:
    1. Responding to calls for service and investigate offenses in the statutory area of jurisdiction.
    2. Responding to calls from and investigating offenses committed on the following portion of the ECU Police extended area of jurisdiction: all buildings, rooms, adjacent grounds, common areas, and parking areas of all commercial and residential properties leased by ECU within the corporate limits of the City; and
    3. Responding to calls and investigating offenses committed on the ECU Police statutory area of jurisdiction for which the suspect or alleged perpetrator is no longer present on the ECU Police statutory area of jurisdiction, whether or not officers are in active or immediate pursuit.
  - GPD and ECU Police agree to periodically participate in joint training exercises and programs
  - GPD and ECU Police agree to independently conduct ongoing officer training related to community policing, sensitivity, and bias-based policing.
  - The Agreement may be terminated at any time.

#### Mutual Assistance Agreement

This is the second part of the overall three-agreement proposal. By existing City ordinance, the Greenville Police Chief may enter into mutual assistance agreements with other law enforcement agencies. The ECU Police and GPD can assist each other by providing temporary assistance when requested such as equipment, supplies, and manpower to a



reciprocating agency under a mutual assistance agreement. The agreement would supplant the October 5, 2005 agreement, which is currently in place.

The proposed Mutual Assistance Agreement includes the following:

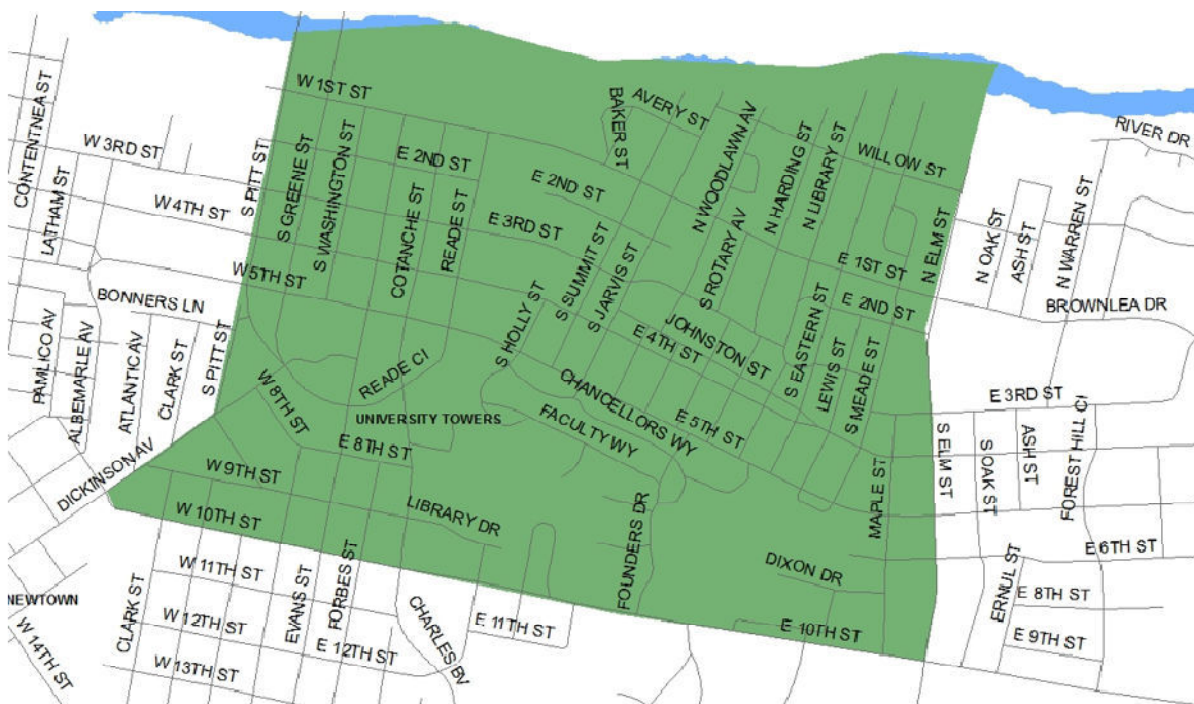
AS PROPOSED

- Establishes that the loaned officer while temporarily assigned to the requesting agency, shall have the same jurisdiction, powers, rights, privileges, and immunities (including those relating to the defense of civil actions and payments of judgments) as the officers of the requesting agency in addition to those the loaned officer normally possesses
- Identifies command structure, discipline, compensation, and workers' compensation coverage for loaned officers

Request for Assistance under the Mutual Assistance Agreement

As proposed this agreement defines the City as the requesting agency and ECU as the loaning agency. This agreement defines the "Center City Area."

**Proposed "Center City Area"**



Area where four (4) ECU Police officers will assist the City.



Additionally, this proposed request for assistance agreement with ECU includes the following:

AS PROPOSED

- At no cost to the City, ECU agrees to provide to the City four (4) loaned officers to be assigned to the Center City Area and assume the non-exclusive responsibility with GPD as follows:
  1. ECU will provide to the City two (2) loaned officers from Wednesday night through Sunday morning of each week, during times as assigned by GPD but not less than 80 hours every two-weeks, for the duration of the agreement
  2. ECU will provide to the City two (2) additional loaned officers not to exceed six consecutive hours per day per officer, Wednesday night through Sunday morning of each week for the duration of the agreement
- The loaned officers shall have the same powers, rights, privileges, and immunities (including those relating to civil actions and payment of judgments) as GPD officers, including all law enforcement powers as authorized by statute, case law, and the common law of the State of North Carolina
- Identifies the command structure, discipline, compensation, and workers' compensation coverage for loaned officers
- The agreement is temporary—the term of the agreement will be for a twelve (12) month period commencing on August 1, 2017 and terminating on July 31, 2018

Assistant City Attorney Phillips stated that the three agreements being presented this evening are a total package for the City Council's approval and for the other two the Chief has the authority to do that. The GPD and ECU Police are strongly requesting the City Council's consideration and approval of the proposal.

Mayor Pro-Tem Smith stated that a driver's license check by the ECU Police occurred in the ECU area. The location was off-campus but also within the City limits. Mayor Pro-Tem Smith asked whether the ECU Police Officers can do a license check without the GPD knowing about it.

Assistant City Attorney Phillips responded regarding the GPD knowing about a driver's license check, the ECU Police Officers already have the authority under 116-40.5A to take enforcement action on that portion of any public road or highway passing through such property or adjacent property owned by ECU.

Mayor Pro-Tem Smith asked whether the ECU Police Officers are able to do a checkpoint on Evans and 5<sup>th</sup> Streets in the uptown area without contacting the GPD.



Assistant City Attorney Phillips responded yes because they still have statutory guidelines under 20-16.3A that they do have to abide by depending on the check in station. One of the components of this is extended as proposed in Item 2.24 stating that "Unless otherwise specified, the City police shall have primary responsibility for those portions of any public road or highway passing through such property or immediately adjoining all commercial and residential properties leased by ECU wherever located within the City and all other instances including but not limited to parking violations occurring".

Assistant City Attorney Phillips stated that the GPD is trying to build in that the GPD has primary responsibility in those situations. That still does not change the fact that ECU could do that, but in that type of situation where they are going to set up a check in station, the City is looking for a partnership and communication.

Mayor Pro-Tem Smith asked if the GPD Police Officers arrive at a scene and there is an incident, who takes over at that point.

Chief of Police Mark Holtzman responded that the GPD will take over at that the point. In the agreement, it indicates who has primary jurisdiction on that roadway in front of a property owned by the University. Right now, the State law gives them the right to do a check in station on 5<sup>th</sup> Street in front of the University and even on Cotanche Street in front of that building that they leased downtown, on Evans Street near the property where parking lots are, and pretty much anywhere they own a property and parking lot. The State law already gives them full jurisdiction on that roadway.

Chief Holtzman stated that the GPD wants to spell out in the agreements what happens when something takes place on that roadway. He would rather have GPD Police Officers investigating and taking primary responsibility for that investigation. That is what they worked out in the agreements. The initial responsibility is going to be that of the GPD.

Chief Holtzman explained that regarding what prevents the ECU Police from doing a check in station anywhere in the public, there are benefits to any agreement. One is the four ECU Police Officers downtown working with the GPD saving the City a couple of \$100,000 annually in manpower and \$10,000 of overtime. If the University's students are downtown, the ECU Police should be there helping the GPD with them and that is what the agreement does. The concerns are what prevents the ECU Police from going on West 5<sup>th</sup> Street where the University has no property and doing a license check in station. Technically, nothing prevents the ECU Police from doing so, but that is when the partnership and management are involved.

Chief Holtzman explained that the ECU Police does not want their officers near an area spending their time patrolling a neighborhood, unless the GPD ask for their assistance for a specific reason. The best example is downtown. The GPD has West 5<sup>th</sup> Street covered, but if there is a call for an incident at the student housing complex, right now the ECU Police Officers can drive by that problem. This agreement will allow them to take an initial response. In the agreement, it states that the ECU Police does not take over the



investigation and the GPD will show up and take over the investigation on the City's property.

Chief Holtzman stated that another important thing is when giving someone jurisdiction in the community as a search warrant, he does not want someone kicking in doors in areas without his knowledge. This agreement spells out the Chief of Police will be notified of their having an investigation which leads to that and the ECU Police must have a search or arrest warrant outside of their jurisdiction and clearly in the City of Greenville.

Chief Holtzman stated that the City could terminate the agreement at any time. The community needs to understand there has been some extended jurisdiction for years in this community. The ECU Police has been able to patrol outside of their borders and into the downtown full grid area all the way up to Greenville Boulevard. For about 20 years, both the GPD and ECU Police are accredited by the same national law enforcement agency.

Chief Holtzman stated that another concern is how will the ECU Police treat the citizens and community.

Mayor Pro-Tem Smith stated that is a major concern. The agreement is great because it extends the amount of officers on hand to help with problems. The ECU Police should be downtown because of the students. The question from the community is if there is a complaint, what process will be taken because that is the University's police and the process for the GPD is known. The citizens need clarification about what exactly should they do.

Chief Holtzman responded that would be part of the messaging. If GPD receives a complaint, it will be shared with the ECU Police and vice versus. Also, this agreement locks in the ECU's Fair and Impartial Police Training moving forward that both the GPD and ECU Police must continue on that same path of fair and impartial policing – how well people are treated fairly. The over community policing issue with the check in stations is going to be clear understanding between the GPD Chief of Police, ECU Chief of Police, and ECU Public Safety Director on what needs to be done and where it should be done.

Mayor Pro-Tem Smith asked how would the City know that the ECU Police is going to implement the same type of training because were they trying to protect people from ECU in the incident of someone being handcuffed and beaten by an ECU Police Officer. Mayor Pro-Tem Smith stated that particular incident cannot be tied to the entire ECU Police.

Chief Holtzman responded that inquiry goes back to the Fair and Impartial Police Training. It is important that the GPD and ECU Police stay on track with one another as far as the close management style, policies and procedures, and training is key as well as communications. When mistakes occur, they are fully investigated and procedures and standards are in place for complaints. If a complaint is reported, it will be handled in a very professional manner.



ECU Public Safety Director Bill Koch stated that this is really about partnerships whether it is in the uptown area, on campus or in the community. Partnerships have helped them grow in economic and it is partnerships that has helped with parking in uptown and policing as well. The ECU Police's intent is not to patrol outside of its jurisdiction, but as they are going from one campus to another and ECU's locations are all over the City, the ECU Police want to be able to assist and to protect the community. If any traffic or speed limit checks are done, the ECU Police will be doing that in correlation with the GPD.

City Attorney David Holec stated that this is a project that Assistant City Attorney has been working on with the University Attorney's Office for several months. So, he has invested a lot of work into this agenda item and that is why the City Council is getting a lot of legalese from him.

City Attorney Holec stated that the ECU Board of Trustees is scheduled to consider these agreements at its July meeting.

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

#### CONTRACT NEGOTIATIONS FOR GOLF MANAGEMENT AGREEMENT

Recreation and Parks Director Gary Fenton stated that the City Council instructed staff to look into the possibility of a golf management firm operating the Bradford Creek Public Golf Course with a target of increasing financial efficiency while maintaining the high quality golf services that currently exist, including an active vibrant youth program. A Request For Proposals (RFP) was issued to identify companies interested in contracting with the City to operate the golf course with 26 firms being mailed or emailed the RFP directly as well as it being published and posted at the City's website by Purchasing Manager Denisha Harris. A committee composed of Assistant City Manager Michael Cowin, Business Analyst Byron Hayes, Park Superintendent Dean Foy and himself received presentations from the three firms that submitted proposals, Billy Casper Golf, Cornerstone Golf, and Pope Golf.

Director Fenton stated that Billy Casper Golf currently manages 140 golf courses, one of which is Harper Pointe in New Bern, owned by the Fairfield Harbour Property Owners Association. A board member reported that the Board is quite satisfied with the golf course and that they actually expanded their management contract to other areas beyond the golf course. According to that board member, revenues have increased 30%.

Director Fenton stated that the committee clearly feels that Billy Casper Golf had the best proposal out of the three interviewed and was best equipped to be successful. Of the 140 golf courses managed currently by the company, 80 are municipal owned golf courses. Park Superintendent Foy checked the company's listed references including the ones in Knoxville, Tennessee and Harrisburg, Pennsylvania. Both are recommending renewal of



the initial five-year agreement with Billy Casper Golf. There are a lot more operating golf courses and obviously with 140, staff can check them.

Director Fenton stated that staff is seeking permission to negotiate the provisions of the draft management agreement with Billy Casper Golf which will then be brought back to the City Council with all of the specifics for consideration and possible approval, probably in August 2017. Staff envisioned the agreement to include a not to exceed amount that would conceivably be reduced over time and would be somewhat less than the subsidy that has been invested in operating the course in recent years. This period of negotiation will also provide time to contact additional Billy Casper Golf customers and gather input.

Council Member Connelly asked what stood out about Billy Casper Golf when the committee was looking at different management firms.

Director Fenton stated that with the magnitude of golf courses managed by Billy Casper Golf, they have a wealth of resources and a great ability for economy of scale with buying things in great quantity for all of their golf courses instead of buying them for each one. A team accompanied Billy Casper Golf to give their presentation and the talents of the various members were evident. They would discuss some increase in fees. Most companies would, but Billy Casper Golf seemed reasonable and were not going overboard as far as something that would make the golf course less than a publicly popular operation. He feels that the members of the committee were impressed with how polished and professional they were in their approach.

Council Member Connelly asked was there any discussion about taking away services or different programs.

Director Fenton responded no. That is a negotiated item for discussion. Billy Casper Golf does recognize the City Council's concern is to maintain the level of service and accessibility to the public. They understand that it is not about making the golf course into a country club. The committee wants to look at specifics in the draft agreement to make sure before coming back to the City Council with a proposal that all the things wanted would be in the agreement.

Council Member Connelly asked if Billy Casper Golf had managed Brook Valley Country Club.

Director Fenton responded that staff received a communication to that effect today. Greenville Country Club purchased the Brook Valley Country Club, but he is unaware whether it was purchased before Billy Casper Golf had exited or at the same time. He stated they will look into the matter

Council Member Connelly asked if there had been any discussion about how well Billy Casper Golf managed the Brook Valley Country Club.





Superintendent Foy stated that there were a lot of grey areas and the bottom line is there was a mutual termination with the Brook Valley Golf Club contract, and what led to it is unknown by the committee. Today, staff received an article from a concerned citizen about an issue Black Mountain had with Billy Casper Golf. He personally spoke to the Assistant City Manager in Black Mountain and was informed that Black Mountain rushed into the contract without taking time to get into the details of establishing a not to exceed clause. At no time did Billy Casper mislead Black Mountain. Also, the Assistant City Manager stated that Black Mountain negotiated a less than perfect contract; politics got involved three months after Billy Casper Golf was managing the golf course and elections were held. The article indicates that Black Mountain lumped capital improvement funds with the cost of operating the golf course in the amount of \$400,000. Billy Casper Golf managed Black Mountain for 32 months and mutually agreed to terminate the contract.

Council Member Connelly stated that he received information as well about Black Mountain rushing through contracts.

Assistant City Manager Cowin stated that not only did Billy Casper Golf have the most favorable financial position, but it also had a high sense of concentration on increasing the number of rounds at the golf course annually back to a level the golf course had five years ago. Billy Casper Golf's emphasis is analyzing those numbers and trying to maximize the number of rounds through making sure that one round does not go to waste, looking at off times and maybe adjusting the rates even downward in order to entice individuals to come out into the course or otherwise there would be no activity at the golf course. Their presentation reflected the emphasis on numbers and the analytical aspects of their operations.

Council Member Smiley asked how does the management of the golf course by a firm work. Council Member Smiley stated that management company runs it, there are revenues and expenses, the firm has a charge as well, and the gain or loss remains the responsibility of the City.

Director Fenton responded that the City is responsible for the remains up to a certain point. The City would put a certain amount in but could not exceed over a certain amount. There is a management fee. The management firm will not be able to raise fees without the permission of the City, but they will come to the City about staffing positions and those are things to negotiate. But, it would still be considered as the City's golf course.

Council Member Smiley stated that if the sole goal was to save money then a management company is not needed to provide less service for less money. The City could operate the golf course, close it down five days a week, and have a lower quality product for less money and a manager is not needed to do that. Presumably, the City is looking for someone to give a higher quality product or at least the same product the City has already more efficiently. The City wants more positive experiences at this park.



Council Member Mercer stated that the City would want to continue at least the same level of programming and quality of such. He is leery about going down this path with a management company. If the vote is to do so, he will not be satisfied with staff coming back with a vague statement about the City is going to continue quality and programming. Even if the City or someone else runs the golf course the programs will change and evolve, and some will drop out and come in so there could not be fixed programs.

Council Member Mercer stated that specificity will be necessary in the contract and it will become tedious with the negotiation. He will not feel comfortable with negotiating with a management company until there is a legal contract that will ensure that the City maintains a certain level and quality of programming. Another concern about a management company is the maintenance of the City's facilities and not taking care of the golf course is not acceptable.

Council Member Mercer asked are there any comments and thoughts about the maintenance of this facility in the hands of someone who is not the owner.

Director Fenton responded that this company is established enough that if they failed at maintenance then they would fail totally. An escape clause must be written to terminate the agreement, if necessary and a plan for how the plan would operate the next date after getting out of that agreement. The company recognizes that the City has an investment/asset that it wants to protect. The City's expectations must clear and staff must to monitor the golf course fairly regularly.

City Manager Lipscomb stated the City must continue to invest in its assets too and cannot just turn the golf course over to the company. The City will negotiate and determine what the capital improvement projects and investments are and how much incoming money is needed to make this work. So, the City and the management firm do not degrade what the City has and move forward.

Council Member Godley asked how much has the golf course been operating in the red for the past five years.

Assistant City Manager Cowin responded that for FY 2015-2016, there were \$637,000 in revenues and \$861,000 in expenses and that was a loss of (\$224,000). This fiscal year, 2016-2017, the revenues are projected at about \$560,000 and expenses are at \$781,000 and that is a net negative of (\$222,000). For next fiscal year with all things held constant, \$630,000 is projected for revenues and \$760,000 for expenses and a net negative of (\$139,000). As a reminder, two positions were reduced in the process.

Motion was made by Mayor Pro-Tem Smith and seconded by Council Member Godley to approve the contract negotiations for a golf management agreement. Motion carried unanimously.



REQUEST TO UTILIZE FEDERAL AND STATE ASSET FORFEITURE FUNDS TO PURCHASE VARIOUS EQUIPMENT FOR THE POLICE DEPARTMENT

Chief of Police Mark Holtzman gave information regarding the replacement of equipment and the purchase of advancement technology for the Greenville Police Department's (GPD) Forensic Unit and the armored rescue vehicle. None of this money is from tax dollars and is from seized funds from drug dealers, and it is both Federal and State asset forfeiture funds.

Chief Holtzman stated that the first piece of equipment is the mini-caliber robot (\$54,110) to replace the one without an arm, which can open a door and the robot also has a camera and a microphone, which can be used for communications.

Mayor Pro-Tem Smith asked what will be done with the current robot.

Chief Holtzman responded that the current robot is no longer working and it will be donated to the robotic team at the Pitt Community College as a project for them.

Chief Holtzman stated the crash and crime scene laser scanning system (\$123,299) is a piece of advanced technology and he described the current method used opposed to using this technology. If there is a crash on a road, the GPD shuts down the road for hours doing a reconstruction where the Police Officers pinpoint all those locations and then go back to recreate that scene somehow. This computer takes an image of the crash which goes into the data bank and recreates the crash scientifically. Also, if a crime scene takes place inside a house, the GPD takes a lot of pictures, draws a sketch, and is left with a 2D image of that. This technology creates a 3D image and can actually stitch multiple images together virtually being able to move through an entire house to the crime scene. The GPD is able to perform a laser scanning first and then collect all of the evidence. It speeds up the GPD's time and efficiency in the field and makes a great presentation in court proceedings.

Mayor Pro-Tem Smith asked about the cost for training.

Chief Holtzman responded that the training is included in the price of the technology. A demonstration was given at an actual crash in Greenville.

Mayor Pro-Tem Smith asked are any upgrades to the GPD's current computers involved.


Chief Holtzman responded that the GPD's computers will be able to handle the software.

Chief Holtzman stated there are two more items for traffic safety, the three-line message board (\$17,000) and speed patrol trailer (\$8,347) and they are replacements. The message board has some speed and radar capability and the GPD uses this a lot for messaging in neighborhoods where there are problems with speeding plus it collects data such as traffic volume, high traffic times of day, and vehicular count.



Chief Holtzman stated the 30 Tasers and Holsters (\$41,340) are also replacements with a lifespan and instead of using the GPD's budgetary money the asset forfeiture funds will be used. The last piece of equipment is the Ballistic Resistant Emergency Rescue Vehicle (\$259,559). The Ballistic Resistant Emergency Rescue Vehicle will not be used during peaceful planned marches or protests that are constitutionally protected by the First Amendment.

Chief Holtzman stated that The GPD has developed a policy that governs and restricts the use of this vehicle under certain conditions so as not to negatively impact public perception. This armored vehicle will be used as part of the de-escalation model to safely resolve crisis negotiations. As a partnership, the Pitt County Sheriff's Office has agreed to contribute \$20,000 towards the purchase of the vehicle for use as needed within Pitt County. Chief Holtzman read the following letter from Pitt County Sheriff Neil Elks:



PITT COUNTY, NORTH CAROLINA

**OFFICE OF THE SHERIFF**

NEIL ELKS, SHERIFF

Chief Mark Holtzman  
Greenville Police Department  
PO Box 7207  
Greenville, NC 27835

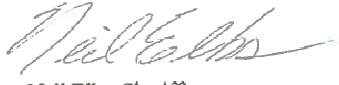
Re: Purchase of an Armored Rescue Vehicle

Dear Chief Holtzman:

I am writing in support of the purchase and partnership in use of an armored rescue vehicle for the Greenville Police Department. I share your vision for providing our community and law enforcement officers with the safety equipment needed to both rescue someone in harm's way and to provide the highest level of protection to our law enforcement community in Pitt County.

I recognize the issues surrounding the purchase of an armored vehicle for use by our law enforcement agencies and agree to work within the guidelines we will develop to ensure it is used in a manner that will not undermine the relationship our law enforcement officers have with our community. As such, I wish to pledge \$20,000.00 toward the purchase of the armored rescue vehicle.

Sincerely,



Neil Elks, Sheriff

MAILING ADDRESS  
POST OFFICE BOX 528  
GREENVILLE, NORTH CAROLINA 27858

OFFICE: (252) 902-2800  
FAX: (252) 830-4166

STREET ADDRESS  
100 WEST THIRD STREET  
GREENVILLE, NORTH CAROLINA 27858



Mayor Pro-Tem Smith stated there is community concern about the City purchasing equipment which creates the feeling that the GPD is militarized. The policies established for this vehicle are critical and the City must continue to make sure that it is aware of the GPD's relationship with the community. When mending fractured parts of a community to get everybody on the same page, the City must be mindful of purchases such as the armored vehicle. Even though it is not taxpayers' money being used for this purchase, the money from the asset forfeiture funds still affects the citizens. The last thing wanted is to make people feel that they are unsafe from their community's law enforcement force.

Chief Holtzman stated that the color of this vehicle is intentional; it is not military green. There are much more militaristic vehicles and this one fits Greenville.

Mayor Thomas stated this is an example of good dialogue about policy with good leadership in the community that restricts and prevents. To make sure that the armored vehicle is used for its intended use, which is getting families and making sure GPD's Police Officers are out of harm's way. As long as policy adheres to those goals, the City will be able to point at the lives saved.

Council Member Godley made comments about 911 and stated that the City of Greenville needs to be able to give its Police Officers the tools to protect its citizens and to resolve a situation. The City needs to be prepared and be able to respond because of massive terror attacks.

Council Member Smiley asked regarding the City's providing mutual aid to other forces and communities, if the City uses this armored vehicle in another area, would GPD's trained personnel deploy and operate the vehicle.

Chief Holtzman stated that is correct.

Motion was made by Council Member Godley and seconded by Council Member Glover to use Federal and State asset forfeiture funds for the purchase of the stated needs. Motion carried unanimously.

#### DORMITORY-STYLE STUDENT HOUSING - APPROACH TO PUBLIC INPUT AND SOLICITATION FOR CONSULTANT

Motion was made by Mayor Pro-Tem Smith and seconded by Council Member Godley to proceed with the discussion of the dormitory-style housing – approach to public input and solicitation for a consultant, to continue the remaining items on the agenda, including amended expenditures from the North Carolina Department of Commerce Downtown Revitalization Grant funds, proposed Jobs Creation Grant Program, and the acceptance of an EPA Brownfields Grant until Thursday night's meeting, and to enter into Closed Session. Motion carried unanimously.



Chief Planner Thomas Weitnauer stated that a recent request to allow various types of student housing projects has generated significant discussion among Council Members and throughout the community. During its May 8, 2017 meeting, the City Council directed staff to look into potential vendors to conduct a study on dormitory-style student housing, to report back to the City Council in June, and to begin implementation of a public input process.

Chief Planner Weitnauer reported that staff summarized a study used by the City of Auburn, Alabama at the May 8, 2017 City Council meeting. Staff contacted the consultant who prepared the study, which was used by Auburn, and drafted a Request for Qualifications (RFQ) to issue. The scope of services would be very similar to what Auburn used because it seems to be that this city has problems similar to the City of Greenville, with the goal being to determine if the market for dormitory-style housing will be saturated after the projects in the pipeline are built-out.

Chief Planner Weitnauer reported that the proposal for a series of public sessions is to have one during the day and one in the evening in the Third Floor Gallery at City Hall and another one at the Planning and Zoning meeting in July. Additionally, an online survey could be done and then have a session reserved for the consultant in early September to drill down even further.

Chief Planner Weitnauer stated that staff is seeking direction from the City Council to authorize the City to issue a RFQ to commission the student and market rate housing analysis to determine where the market is saturated and to approve a series of public input sessions.

Motion was made by Mayor Pro-Tem Smith and seconded by Council Member Glover to approve. 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 Godley voted in opposition.

AMENDED EXPENDITURES FROM NORTH CAROLINA DEPARTMENT OF COMMERCE DOWNTOWN REVITALIZATION GRANT FUNDS - (Continue to Thursday)

PROPOSED JOBS CREATION GRANT PROGRAM - (Continue to Thursday)

ACCEPTANCE OF AN EPA BROWNFIELDS GRANT (ADDED) - (Continue to Thursday)

---

**REVIEW OF JUNE 8, 2017 CITY COUNCIL AGENDA**

---



There was no review of the agenda for the June 8, 2017 City Council meeting due to the approval of the motion to continue the remaining items on the agenda until Thursday and to enter Closed Session.

---

**CITY MANAGER'S REPORT**

---

No comments were made by the City Manager due to the approval of the motion to continue the remaining items on the agenda until Thursday and to enter Closed Session.

---

**COMMENTS BY MAYOR AND CITY COUNCIL**

---

No comments were made by the Mayor and City Council due to the approval of the motion to continue the remaining items on the agenda until Thursday and to enter Closed Session.

---

**CLOSED SESSION**

---

Mayor Pro-Tem Smith moved to enter Closed Session in accordance with G.S. §143-318.11(a)(6) to consider qualifications, competence, performance, and conditions of appointment of a 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 8:40 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 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 8:49 p.m.

---

**ADJOURNMENT**

---

There being no further business before the City Council, motion was made by Council Member Smiley and seconded by Council Member Godley to adjourn the meeting. Motion carried unanimously, and Mayor Thomas declared the meeting adjourned at 8:50 p.m.

Respectfully Submitted



Polly Jones  
Deputy City Clerk





PROPOSED MINUTES  
JOINT MEETING OF THE GREENVILLE CITY COUNCIL  
AND THE PITT COUNTY BOARD OF COMMISSIONERS  
THURSDAY, AUGUST 17, 2017

Having been properly advertised, a joint session of the Greenville City Council (City) and the Pitt County Board of Commissioners (County) was held on Thursday, August 17, 2017, at 5:30 p.m. in Meeting Room A at Sheppard Memorial Library, located at 530 Evans Street in Greenville.

Chairman McLawhorn called the meeting to order for the County and ascertained that a quorum was present. He then congratulated newly appointed Mayor, Kandie Smith, newly appointed City Manager, Ann E. Wall and newly appointed District 1 Council Member, Shawan M. Barr.

Mayor Smith called the meeting to order for the City and ascertained that a quorum was present.

Vice-Chair Owens gave the invocation, followed Mayor Pro-Tem Glover, who led the Pledge of Allegiance.

Those present from the City Council:

Mayor Kandie D. Smith, Mayor Pro-Tem Rose H. Glover and Council Members Shawan M. Barr, McLean Godley, Rick Smiley, PJ Connelly and Calvin Mercer

Also present from the City of Greenville:

City Manager Ann E. Wall, City Attorney David A. Holec and City Clerk Carol L. Barwick

Those present from the Pitt County Board of Commissioners:

Chair Melvin McLawhorn, Vice-Chair Mark W. Owens, Jr. and Commissioners Tom Coulson, Jimmy Garris, Ann Floyd Huggins, Beth B. Ward and Glenn Webb

Also present from Pitt County:

County Manager Scott Elliott, County Attorney Janis Gallagher and Clerk to the Board Kimberly Hines

Those absent:

Pitt County Commissioners Charles Farley and Mary Perkins-Williams. There were no absences from the City.

---

APPROVAL OF THE AGENDA

---

Upon motion by Council Member Mercer and seconded by Mayor Pro-Tem Glover, the Greenville City Council unanimously approved the agenda.

Upon motion by Commissioner Ward and seconded by Commissioner Webb, the Pitt County Board of Commissioners unanimously approved the agenda.

PUBLIC COMMENT PERIOD

Mayor Smith opened the public comment period at 5:36 p.m. and explained the procedures to be followed by anyone who wished to speak.

There being no one present who wished to speak, Mayor Smith closed the public comment period at 5:37 p.m.

NEW BUSINESS

**RETAIL STRATEGIES UPDATE**

Economic Development Manager Roger Johnson & Senior Economic Developer Christian Lockamy discussed the following Power Point presentation:

Who is Retail Strategies?

- National Real Estate Firm – 31 Employees
- Clients in 44 States
- 5:1 Client to Staff Ratio
- 13 Licensed Real Estate Professionals
- Retail Market Analysis & Recruitment



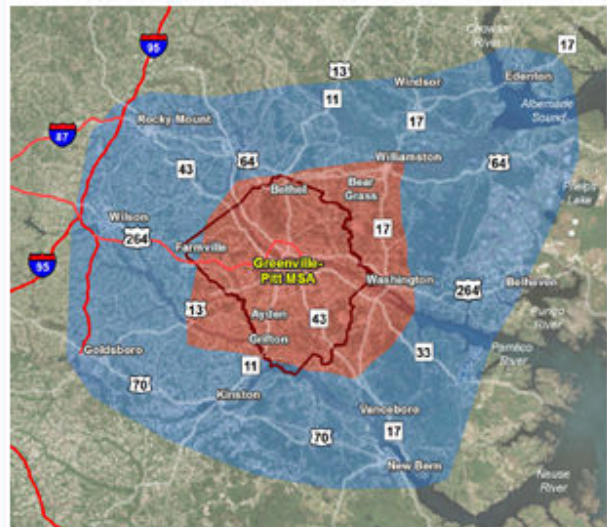


## Where Are We Now in this Process?

- ✓ Retail Site Inventory Complete
- ✓ Retail Prospects Identified
  - Health & Wellness
  - Restaurants
  - Grocery/Specialty
- ✓ Recruitment Plan & Market Analysis Completed in June 2017
  - GAP Analysis
  - Psychographic Analysis
  - Peer City Analysis
  - Mobile Data Collection
- ✓ Retail Recruitment in Progress

## What Did We Learn?

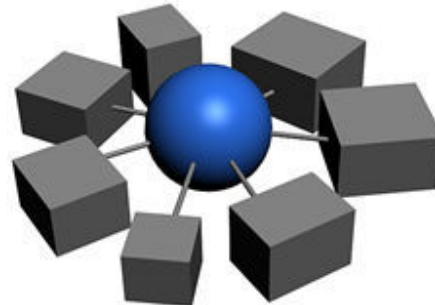
- Weekly Trade Area ●
  - ✓ 236,884 Total Population
  - ✓ \$42,120 Median HH Income
  - ✓ 4% Growth Rate (2021)
- Monthly Trade Area ●
  - ✓ 692,383 Total Population
  - ✓ \$40,474 Median HH Income
  - ✓ 2.7% Growth Rate (2021)



● Weekly Trade Area    ● Monthly Trade Area

## What Did We Learn?

- Retail Leakage
  - ✓ Specialty Grocery \$16.67 Million
  - ✓ Lawn and Garden \$4.41 Million
  - ✓ Furniture \$4.11 Million
- Strengths
  - ✓ Regional Hub
  - ✓ High Traffic Counts
  - ✓ # of Visitors (Non Retail)
  - ✓ Growing Incomes (Per Capita & HH)



## What Did We Learn?

- Weaknesses
  - × Small & Remote MSA
  - × Logistics
  - × Median Household Income (\$42K)
    - Trader Joes \$50K
    - DSW \$60K
    - PF Chang's \$75K



# Anticipated Results

## Coffee House



- 15 Total Jobs
  - \$500K Tax Value
  - Annual Tax Revenues:
- |                                  | <u>Property Tax</u> | <u>Sales Tax</u> |
|----------------------------------|---------------------|------------------|
| Combined Revenue (City & County) | \$6,130             | \$13,905         |

## Chain Restaurant



- 30 Total Jobs
  - \$1M Tax Value
  - Annual Tax Revenues:
- |                                  | <u>Property Tax</u> | <u>Sales Tax</u> |
|----------------------------------|---------------------|------------------|
| Combined Revenue (City & County) | \$12,060            | \$56,250         |

## Big Box



- 60 Total Jobs
  - \$5M Tax Value
  - Annual Tax Revenues:
- |                                  | <u>Property Tax</u> | <u>Sales Tax</u> |
|----------------------------------|---------------------|------------------|
| Combined Revenue (City & County) | \$60,300            | \$146,250        |



## Anticipated Results

- Increased Tax Revenues
  - ✓ Helps Fund Local Services
- Attract Desired Businesses
  - ✓ Industrial & Office Recruitment
- Improve Quality of Life
  - ✓ Additional Shopping & Dining
- Create Jobs
  - ✓ 1 in 4 jobs are retail
  - ✓ \$38K Avg Annual Salary

## Next Steps

*(Retail Strategies)*

- Recruit Retailers for 3 Years (Nov 2019)
- Proactive Marketing (Retailers, Brokers, Developers, & Industry Contacts)
- Communicate/Share Info with County, City, and Uptown
- Create Additional Materials & Reports
- Recruitment Strategy Will Change



## Summary

- 3 Year Retail Recruitment:
  - Greenville-Pitt MSA
  - North of Tar River
  - Uptown Greenville
- Market Analysis:
  - Regional Marketplace
  - Median HH Income
- Anticipate Success:
  - Increased Tax Revenues
  - Quality of Life
  - Attract Industrial & Office
  - Job Creation
- Board Action:
  - None at this time
  - Future action (case-by case basis)

Economic Development Manager Johnson stated in December that the City and County, in partnership with Uptown Greenville and with a grant from ElectriCities, entered into a three-year contract with Alabama-based Retail Strategies to undertake a study of the community's retail market and a recruitment strategy which will focus on bringing more retail business to areas north of the Tar River, uptown Greenville and Pitt County as a whole. He stated the consultants will also recruit businesses and developers to the community. He stated Retail Strategies wrapped up its initial study in June.

Senior Economic Developer Lockamy stated the company recommends focusing on health and wellness companies, with an emphasis on building a pharmacy in northern Pitt County. He stated there also is a need for specialty grocery stores such as Trader Joe's and restaurants. He said recommending the recruitment of more restaurants may be surprising, but as retail stores decline, the restaurant industry is growing at a rate of 40 percent. He stated the consultants' study found that on a monthly basis, 692,383 people shop in Greenville and Pitt County, coming from as far east as Edenton and as far west from Interstate 95. The median household income of these shoppers is \$40,474 annually. He stated on a weekly basis, 236,884 people shop locally and are mainly from Pitt and the counties immediately east of it. The median household income of this group is \$42,120. However, Greenville loses approximately \$25 million annually to people shopping in Raleigh and Charlotte. That's because Greenville lacks specialty stores, lawn and garden retailers and furniture retailers. He stated bringing in more retail business will benefit Greenville and Pitt County. A chain restaurant typically has a tax value of \$1 million, bringing in \$12,000 in combined city and county property tax revenue and \$56,250 in sales tax. A big box retailer with a tax value of \$5 million would generate \$60 million in combined property tax and more than \$146,000 in sales tax. He stated Retail Strategies already has contacted 65 retailers and project developers. That work will continue along with developing marketing materials pinpointing specific businesses.

Mr. Johnson said there has already been interest expressed in opening a pharmacy north of the river, although he couldn't release details.

Mayor Smith asked if the airport's developable land is identified as a development area. Mr. Lockamy said no, but would ask for its inclusion.

Chairman McLawhorn spoke in regard to the numbers of students (East Carolina University and Pitt Community College) that contribute to the overall population. Mr. Lockamy stated there are approximately 30,000 students that contribute to the population. Mr. Johnson stated there are certain retailers that target students.

Commissioner Garris asked why Walmart never opened at a location off US Hwy 11 at U.S. 264 Bypass near Belvoir Highway. Mr. Johnson said he did not have a formal written response from Wal-Mart about the reason. Mr. Lockamy said city staff was verbally told the project was shelved because construction costs were too high but they have heard the project could go back out to bid in 2019.

Mayor Smith asked how aggressive the consultants are being with trying to bring Walmart North of the river. Mr. Lockamy stated Walmart is one of the hardest retailers to connect with but they continue to make contact with them.

Commissioner Ward asked if the Walmart will be a super Walmart or a neighborhood Walmart. Mr. Lockamy stated it will be a Super Walmart.

### **ANIMAL SERVICES UPDATE**

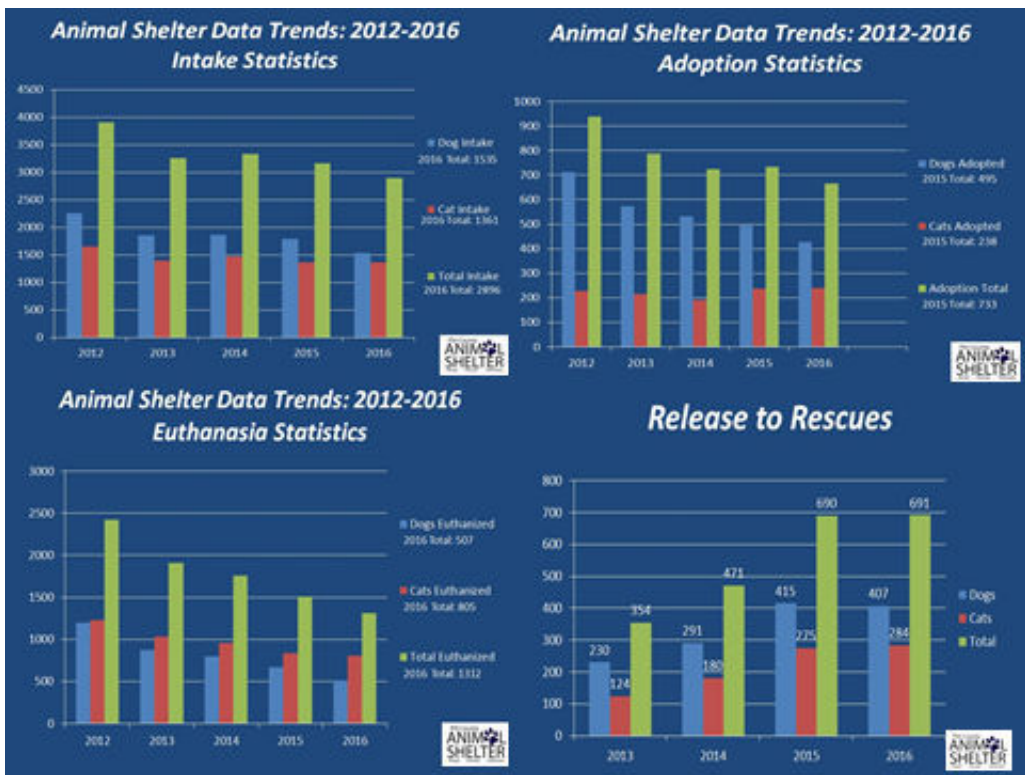
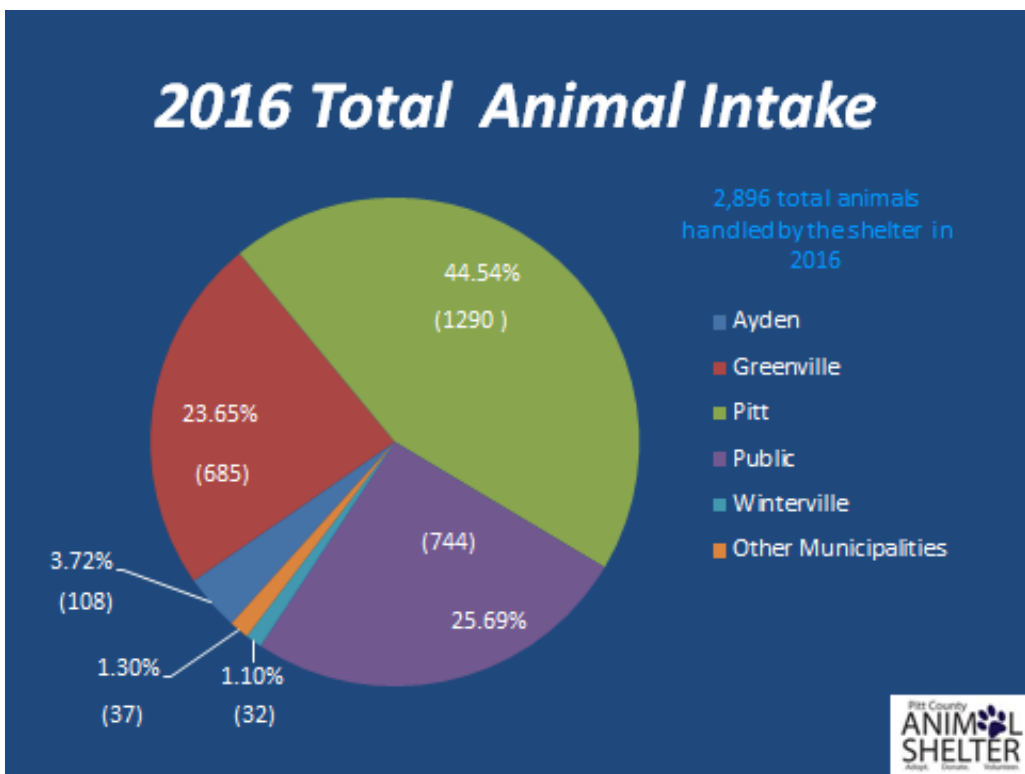
Animal Services Director Michele Whaley discussed the following Power Point presentation:

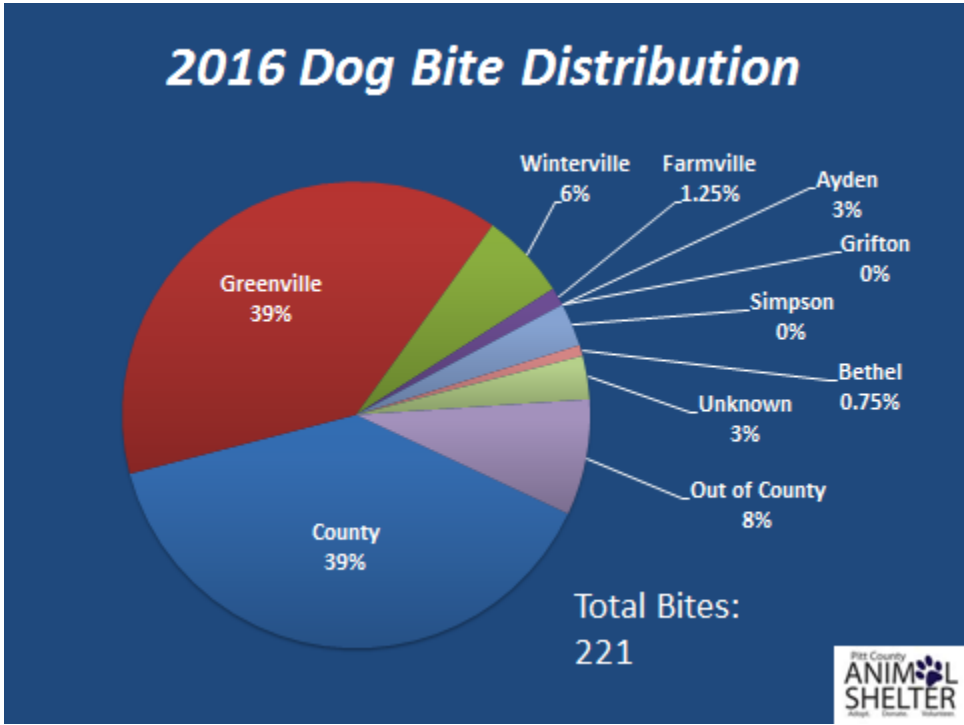
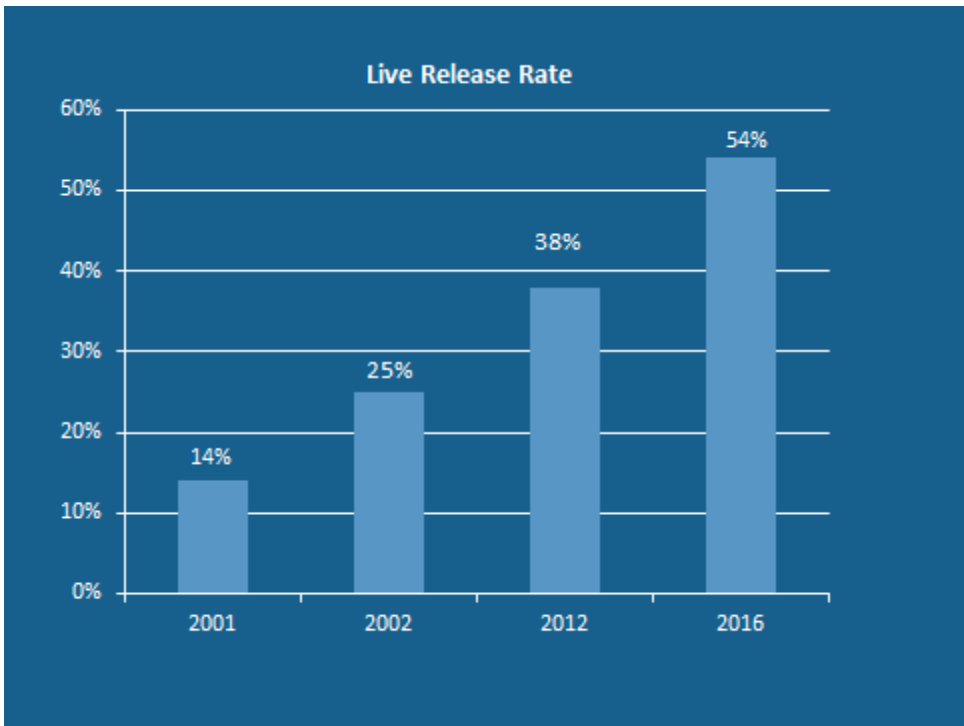


**Services Provided**

- Rabies Control
- Ordinance Enforcement
- Complaint Investigation
- Abuse/Neglect Response
- Housing of Stray/Lost/Unwanted and Abandoned Animals
- Adoptions
- Euthanasia
- Public Information/Education
- Community Outreach
- Yearly low cost rabies clinics
- Pet Responsibility Program for 4<sup>th</sup> graders







## 2016 Field Calls For Service

Incident Calls	Investigation Calls
<ul style="list-style-type: none"><li>• Canine Control Violation: 408</li><li>• Animal Trap Request<ul style="list-style-type: none"><li>• Cat Trap: 236</li><li>• Dog Trap: 153</li></ul></li><li>• Animals Caught in Trap (392)<ul style="list-style-type: none"><li>• Cats: 343</li><li>• Dogs: 49</li></ul></li><li>• Eviction: 11</li><li>• Public Assistance: 57</li><li>• Rabies Vaccination Check: 26</li><li>• Stray Animals<ul style="list-style-type: none"><li>• At Large: 222</li><li>• Contained: 160</li></ul></li><li>• Talked with Citizens: 12</li></ul>	<ul style="list-style-type: none"><li>• Abandoned Animal: 13</li><li>• Damage to Property: 16</li><li>• Bites<ul style="list-style-type: none"><li>• Cat: 64</li><li>• Dog: 225</li><li>• Unspecified: 14</li></ul></li><li>• Cruelty/Neglect: 46</li><li>• Dangerous Dog: 31</li><li>• Nuisance Animal: 8</li><li>• Welfare Check: 233</li></ul>

Total Calls: 2348



## Recent Accomplishments:

- Received \$8000 in grants and donations from local and national organizations to support programs and services
  1. Million Cat Challenge
  2. Humane Society of United States
  3. Best Friends Animal Society
  4. Neuse Golden Retriever Rescue

- \$30,000 Grant from Best Friends Animal Society to begin TNR Program in Pitt County
- Goal is to reduce intake and euthanasia of cats by 250 and to provide 575 TNR surgeries
- Began in May 2017 and as of the end of July 2017 119 TNR surgeries have been completed

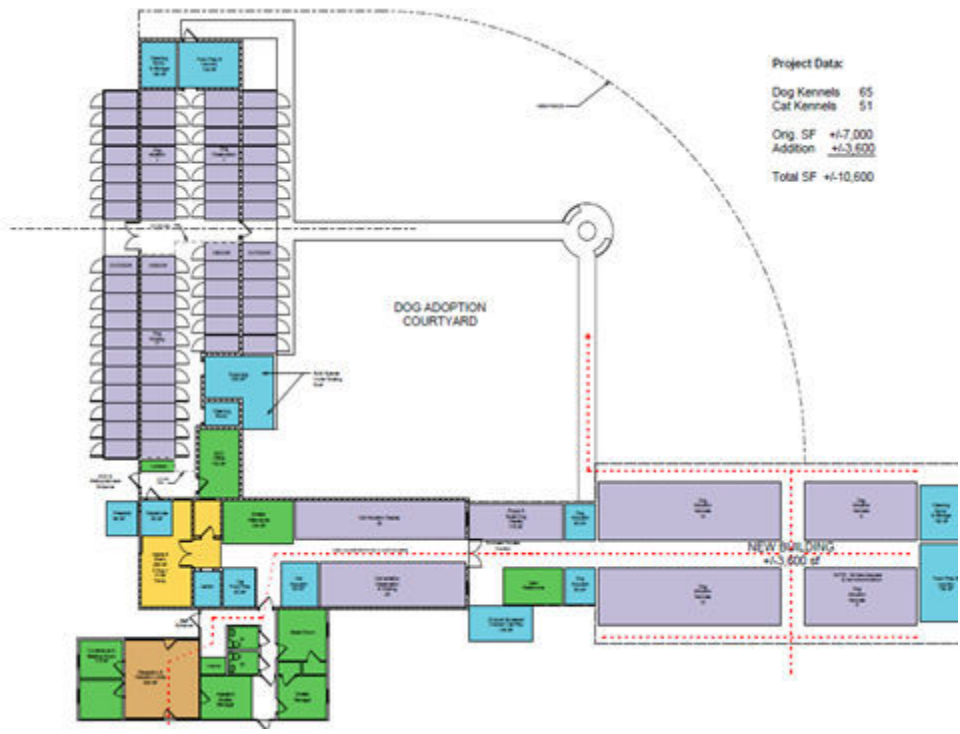
- Re-designed Volunteer Program for Volunteers which includes an Orientation Session that is completed prior to volunteering work beginning
- Animal Services Advisory Board has completed a comprehensive ordinance draft and will be holding a public comment period at their next regularly scheduled board meeting on September 27, 2017 at 5:30 pm in the Pitt County Eugene James Commissioner's Auditorium

## Upcoming Shelter Renovation/Expansion Project



Shelters are no longer designed to simply warehouse animals. North Carolina State Animal Welfare laws which include mandatory standards of care now require the environment to be safe, clean, healthy and enriching to be a humane care setting.

An animal control facility is now viewed as a community resource center where citizens can turn to adopt a pet and for help to learn how to properly care for their pets. The animal shelter is a partner with other not for profit humane care and rescue groups to educate others about the dangers of and how to prevent pet overpopulation along with the need to reduce distressingly high euthanasia rates.....



## Timeline

- Design Complete: October 2017
- Bidding of Project: November/December 2017
- Construction begins: Phase 1- New Construction January/February 2018
- Phase 2- Renovation July/August 2018
- Construction completed: January 2019

Commissioner Coulson stated he asked that this be a subject matter to bring before the City because he made a proposal that the City and County join services. He stated under the existing system, Pitt County government provides animal control services in the unincorporated areas of the county. He stated several small municipalities also work with the county to provide services. Greenville and other municipalities house some stray animals in the county shelter when there is room, and often rely on shelter staff to euthanize animals. He stated several month back, the city and county discussed unification of animal services to resolve difficulties in managing the number of animals being brought into the shelter. He said that if county government took over animal control operations, not only in Greenville but in all Pitt County municipalities, it would justify a possible tax increase to expand the existing shelter. He stated there needs to be a better system in place for the residents.

Council Member Smiley asked city staff how far the conversation had progressed. Commissioner Coulson stated Mr. Elliott and Mrs. Whaley provided a presentation to the Council, but the discussions ended quickly. Mr. Elliott said there were concerns that the county wouldn't provide the same level of service the city did (i.e. picking up dead animals).

Mayor Smith said she believes there was concern that the city would see its level of animal control services decrease while being asked to pay an animal services fee.

City Manager Ann E. Wall said that since she didn't know the background, she wanted to research the proposal's history and talk with the county manager.

Mayor Smith said the County and City have a history of jointly operating the Sheppard Memorial Library and the Pitt-Greenville Airport, so it was worth having a discussion about animal control services. She also expressed her displeasure with the Board of Commissioners supporting a resolution asking that airport runways and taxiways be exempted from property billed for stormwater fees.

Upon motion by Council Member Mercer and second by Council Member Smiley, the City Council voted unanimously to direct staff to renew discussion with the County about Animal Services issues, investigate further and report back.

Upon motion by Vice-Chair Owens and second by Commissioner Coulson, the Pitt County Board of Commissioners voted unanimously to direct staff to renew discussion with the City about Animal Services issues, investigate further and report back.

—————  
ADJOURNMENT  
—————

There being no further business, motion was made by Council Member Smiley and seconded by Council Member Mercer to adjourn the meeting. Motion carried unanimously, and Mayor Smith declared the meeting adjourned for the City at 6:30 p.m.

There being no further business, motion was made by Vice-Chair Owens and seconded by Commissioner Floyd Huggins to adjourn the meeting. Motion carried unanimously, and Chairman McLawhorn declared the meeting adjourned for the County at 6:00 p.m.

Respectfully submitted,

A handwritten signature in black ink that reads "Carol L. Barwick". The signature is written in a cursive style and is placed on a light blue rectangular background.

Carol L. Barwick, CMC  
City Clerk





PROPOSED MINUTES  
SPECIAL MEETING OF THE CITY COUNCIL  
CITY OF GREENVILLE, NORTH CAROLINA  
WEDNESDAY, AUGUST 23, 2017

Having been properly advertised, a special meeting of the Greenville City Council was held on Wednesday, August, 2017 in the Council Chambers, located on the third floor at City Hall, with Mayor Kandie D. Smith presiding. Mayor Smith called the meeting to order at 6:00 pm.

Those Present:

Mayor Kandie D. Smith, Mayor Pro-Tem Rose H. Glover, and Council Members Shawan M. Barr, McLean Godley, Rick Smiley, P. J. Connelly and Calvin Mercer

Those Absent:

None

Also Present:

City Manager Ann E. Wall, City Attorney David A. Holec, City Clerk Carol L. Barwick and Human Resources Director Leah Futrell

---

**APPROVAL OF THE AGENDA**

---

Upon motion by Mayor Pro-Tem Glover and second by Council Member Smiley, the City Council voted unanimously to approve the agenda as presented.

---

**PUBLIC COMMENT PERIOD**

---

Mayor Smith opened the public comment period at 6:01 pm, explaining procedures which should be followed by all speakers.

There being no one present who wished to address the City Council, Mayor Smith closed the public comment period at 6:02 pm.

---

**CLOSED SESSION**

---

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



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 or employee. Council Member Smiley seconded the motion, which passed by unanimous vote. Mayor Smith declared the City Council in closed session at 6:03 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 Smith returned the City Council to open session at 6:31 pm.

---

**ADJOURNMENT**

---

Council Member Smiley then moved to adjourn the meeting, seconded by Council Member Godley. There being no discussion, the motion to adjourn passed by unanimous vote and Mayor Smith adjourned the meeting at 6:32 pm.

Respectfully submitted,

A handwritten signature in blue ink that reads "Carol L. Barwick".

Carol L. Barwick, CMC  
City Clerk



# City of Greenville, North Carolina

Meeting Date: 9/11/2017  
Time: 6:00 PM

---

**Title of Item:** Resolution Accepting Dedication of Rights-of-Way and Easements for Brook Hollow, Section Four, Phase 2

**Explanation:** **Abstract:** This item proposes a resolution to accept dedication of rights-of-way and easements for Brook Hollow, Section Four, Phase 2.

**Explanation:** In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Brook Hollow, Section Four, Phase 2 (Map Book 81 at Page 127). 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 Brook Hollow, Section Four, Phase 2

---

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

**Attachments / click to download**

[Brook Hollow Map](#)

[September 2017 Right of Way Resolution 1059079](#)

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:

Brook Hollow Section Four Phase 2

Map Book 81 Page 127

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 11<sup>th</sup> day of September, 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 11<sup>th</sup> day of September, 2017.

---

Notary Public

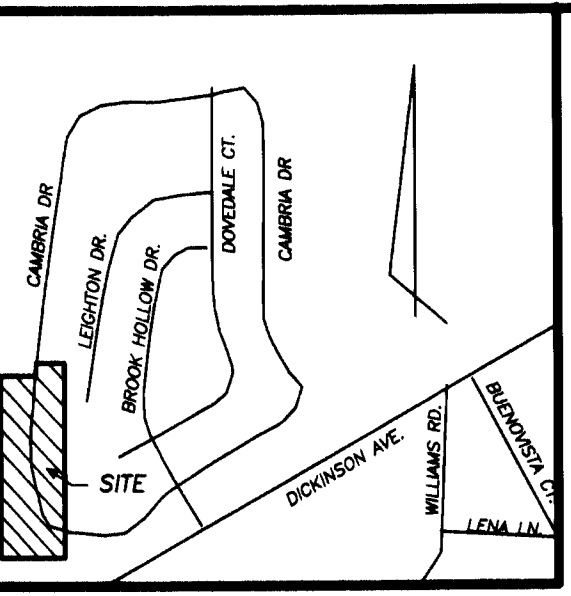
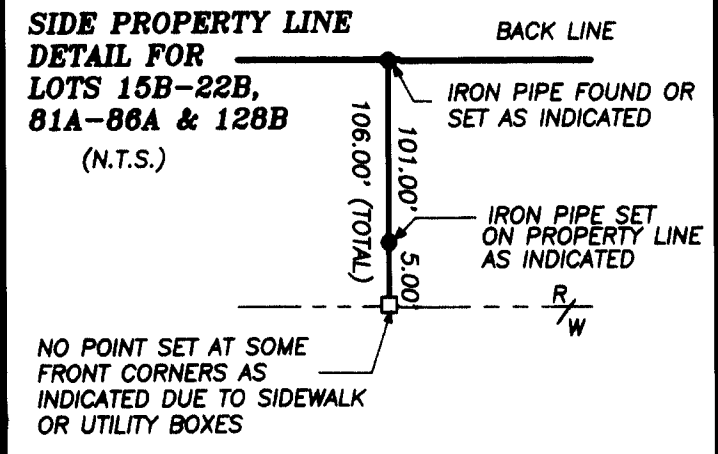
Attachment number 1  
Page 2 of 2

My Commission Expires:

COPY

Doc ID: 013806810001 Type: CRP  
Recorded: 04/26/2017 at 12:02:48 PM  
Fee Amt: \$21.00 Page 1 of 1  
Pitt County, NC  
Lisa P. Nichols REG OF DEEDS  
BK 81 Pg 127

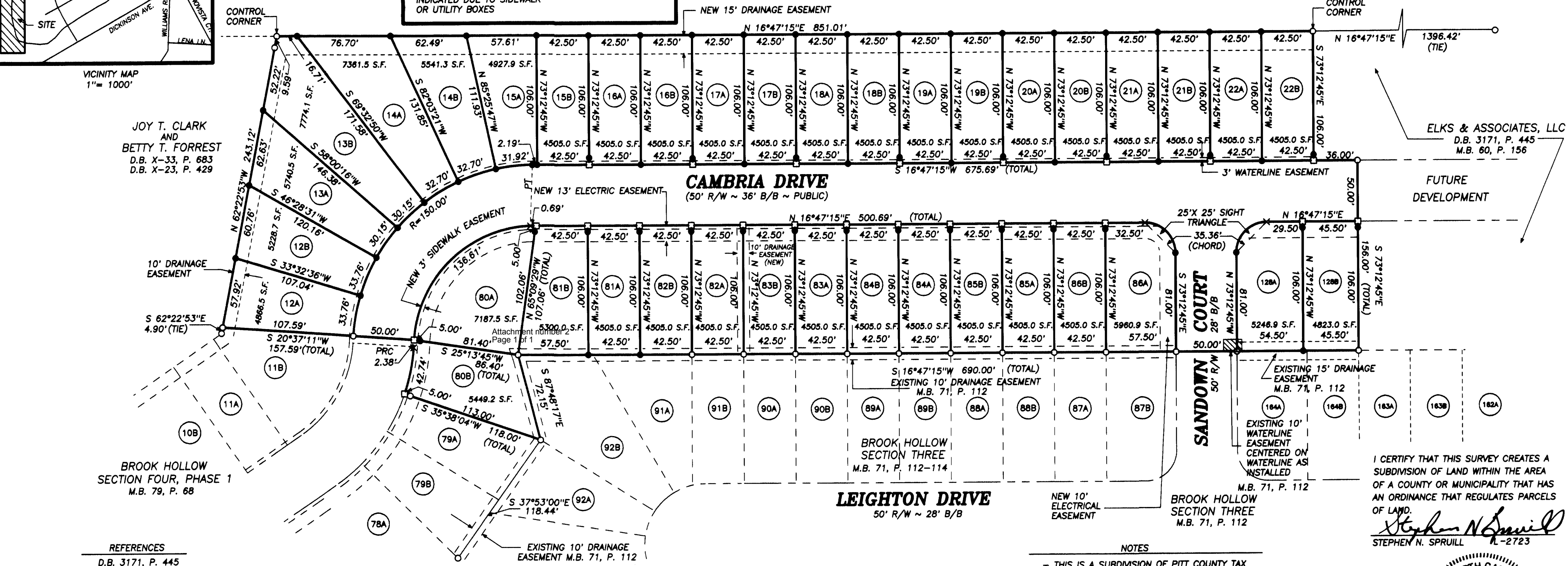
LEON R. HARDEE  
ESTATE FILE 2011E-533



VICINITY MAP  
1"=1000'

JOY T. CLARK AND BETTY T. FORREST  
D.B. X-33, P. 683  
D.B. X-23, P. 429

ELKS & ASSOCIATES, LLC  
D.B. 3171, P. 445  
M.B. 60, P. 156



- REFERENCES  
D.B. 3171, P. 445  
M.B. 60, P. 156  
M.B. 71, P. 112  
M.B. 79, P. 68  
M.B. 81, P. 67  
PITT COUNTY REGISTRY

SITE DATA  
NUMBER OF LOTS CREATED: 38  
ACREAGE IN TOTAL TRACT: 5.4449  
ACREAGE IN COMMON AREAS: 0  
ACREAGE IN PARKS, RECREATION AREAS AND THE LIKE: 0

- LEGEND  
● IRON PIPE SET  
○ EXISTING IRON PIPE  
○ P.K. NAIL SET  
□ NO POINT SET  
R/W RIGHT OF WAY  
X "X" CHISELED IN CONCRETE

CURVE TABLE

LOT	RADIUS	LENGTH	DELTA	CHORD	CH. BEARING
12A	150.00'	33.83'	12°55'25"	33.76'	N 62°55'06"W
12B	150.00'	33.83'	12°55'25"	33.76'	N 49°59'41"W
13A	150.00'	30.20'	11°32'14"	30.15'	N 37°45'51"W
13B	150.00'	30.20'	11°32'14"	30.15'	N 26°13'37"W
14A	150.00'	32.76'	12°30'52"	32.70'	N 14°12'05"W
14B	150.00'	32.76'	12°30'52"	32.70'	N 01°41'13"W
15A	150.00'	31.98'	12°13'02"	31.92'	N 10°40'44"E
80B	150.00'	42.89'	16°22'51"	42.74'	N 62°33'22"W
80B	100.00'	2.38'	1°21'59"	2.38'	N 70°03'48"W
80A	100.00'	150.39'	86°10'04"	136.61'	N 26°17'47"W
86A	25.00'	39.27'	90°00'00"	35.36'	N 61°47'15"E
128A	25.00'	39.27'	90°00'00"	35.36'	N 28°12'45"W

- NOTES  
- THIS IS A SUBDIVISION OF PITT COUNTY TAX PARCEL NUMBER 02822  
- DISTANCES SHOWN ON CURVED LINES ARE CHORD DISTANCES  
- ALL AREAS CALCULATED BY COORDINATE GEOMETRY  
- THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENT. THE EASEMENTS ARE NOT EXCLUSIVE AND WILL PERMIT THE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS  
- AS SHOWN ON FEMA FLOOD INSURANCE RATE MAPS 3720466700K AND 3720466600J, BOTH DATED JULY 7, 2014, THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA; LOCATED IN ZONE X UNSHADED  
- DRAINAGE EASEMENTS ARE CENTERED ON LOT LINES UNLESS OTHERWISE NOTED  
- HOMEOWNERS ASSOCIATION TO MAINTAIN ALL OPEN SPACE AND MEDIANS IN ROAD R/W  
- NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS 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 ENCRUCH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE

I CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.  
Stephen N. Spruill  
STEPHEN N. SPRUILL L-2723



SURVEYOR'S CERTIFICATE  
I, STEPHEN N. SPRUILL CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 3171, PAGE 445, OR FROM BOOKS REFERENCED HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK N/A, PAGE \_\_\_\_\_ OR AS REFERENCED HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:21,550; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.  
I CERTIFY PURSUANT TO G.S. 47-30 (f)(11)(a), THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 25 DAY OF APRIL, 2017  
SIGNED Stephen N. Spruill  
PROFESSIONAL LAND SURVEYOR NO. L-2723  
REVIEW OFFICER'S CERTIFICATION  
I, Angela O. Glass, A REVIEW OFFICER OF PITT COUNTY, N.C., CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.  
BY Angela O. Glass REVIEW OFFICER  
DATE: 4/26/17

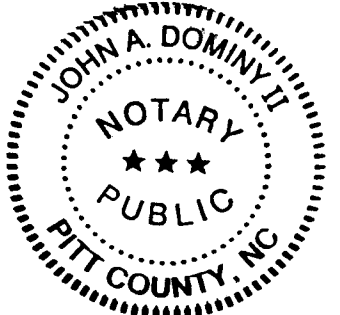
FINAL PLAT SHEET 1 OF 1  
**BROOK HOLLOW**  
SECTION FOUR PHASE 2  
BEING A PORTION OF DEED BOOK 3171, PAGE 445  
CITY OF GREENVILLE ~ GREENVILLE TOWNSHIP  
PIT COUNTY ~ NORTH CAROLINA  
OWNER ELKS & ASSOCIATES, LLC  
ADDRESS P.O. BOX 20602 GREENVILLE, NC 27858  
PHONE 252-756-8485  
SURVEYED: DMJ APPROVED: SNS  
DRAWN: CLB DATE: 1-6-2017  
CHECKED: JAD SCALE: 1"=60'

SOURCE OF TITLE  
THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS:  
DEED BOOK 3171 PAGE 445  
DEED BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
DEED BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
STEPHEN N. SPRUILL  
NC REGISTRATION NO. L-2723

OWNER'S STATEMENT  
THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF [Signature]  
SWORN AND SUBSCRIBE TO BEFORE ME THIS 25 DAY OF APRIL, 2017  
[Signature]  
NOTARY PUBLIC  
MY COMMISSION EXPIRES OCTOBER 12, 2019

APPROVAL  
THIS FINAL PLAT # 17-05 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 26 DAY OF April, 2017.  
[Signature]  
CITY PLANNER

DEDICATION  
THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE THEIR FREE ACT AND DEED, AND HEREBY DEDICATE(S) TO THE PUBLIC USE AS STREETS, PARKS, PLAYGROUNDS, OPEN SPACES AND EASEMENTS FOREVER ALL AREAS AS SHOWN OR SO INDICATED ON SAID PLAT.  
SIGNED [Signature]  
ATTEST [Signature]





# City of Greenville, North Carolina

Meeting Date: 9/11/2017  
Time: 6:00 PM

---

**Title of Item:** Resolution and deed of release to abandon a portion of a water easement across Tax Parcel 74327 for POHL, LLC

**Explanation:** **Abstract:** Greenville Utilities Commission seeks to abandon a portion of a water easement across Tax Parcel #74327 for POHL, LLC

**Explanation:** To facilitate the redevelopment of Tax Parcel #74327, the property owner is requesting that the City of Greenville abandon a portion of a water easement recorded in Book 547 at Page 874, Pitt County Public Registry, which was the former Greystone Mobile Home Park off Fire Tower Road. At their August 17, 2017 regular meeting, the Greenville Utilities Commission Board of Commissioners authorized the execution of a resolution requesting the City Council to abandon a portion of a Water Easement across Tax Parcel No. 74327 and requests the execution of a Deed of Release in favor of the current owner.

**Fiscal Note:** No cost to the City.

**Recommendation:** Authorize the execution of the attached Resolution and Deed of Release

---

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

Attachments / click to download

[Resolution](#)

[POHL Deed of Release](#)

RESOLUTION

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
GREENVILLE, NORTH CAROLINA, ABANDONING A PORTION  
ONLY OF A WATER EASEMENT  
PREVIOUSLY GRANTED TO THE CITY OF GREENVILLE  
FOR THE USE AND BENEFIT OF GREENVILLE UTILITIES COMMISSION  
IN DEED BOOK 547 AT PAGE 874, PITT COUNTY PUBLIC REGISTRY,  
AND AUTHORIZING EXECUTION OF PARTIAL DEED OF RELEASE

Attachment number 1  
Page 1 of 6

WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina (hereinafter referred to as "Commission") heretofore obtained a Grant of Water Easement, which said easement is more particularly described in Deed Book 547 at Page 874, Pitt County Public Registry; and

WHEREAS, the current owner of such property, POHL, LLC, a North Carolina Limited Liability Company, has requested the City of Greenville and Commission to abandon a portion of such Water Easement as hereinafter described as to be abandoned, and said owner has requested the City of Greenville to acknowledge such abandonment and execute a Deed of Release for same; and

WHEREAS, Commission anticipates no use or need now or in the future for a portion of the Water Easement hereinafter described as to be abandoned; and

WHEREAS, Commission desires to abandon a portion of such Water Easement hereinafter described as to be abandoned, all as is shown as to be abandoned on that certain plat entitled "Utility Easement Abandonment Map for Greenville Utilities Commission Greenville, Winterville TWSP., Pitt Co., N.C.," dated August 8, 2017, prepared by Michael W. Baldwin, PLS, L-3082, Baldwin Design Consultants, PA, Engineering – Surveying – Planning, 1700-D East Arlington Boulevard, Greenville, NC 27858, (252) 756-1390, a copy of which said map is marked Exhibit "A" and is attached hereto and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the said Water Easement to be abandoned. Reference is hereby further made to Exhibit "B" which is attached hereto and made a part hereof which sets forth a legal description of the portion of the Utility Easement to be abandoned. Reference is hereby further made to Exhibit "C" which is attached hereto and made a part hereof which is a diagram entitled "POHL, LLC Easement to be Abandoned Pitt Co., NC" dated August 8, 2017 and prepared by Greenville Utilities Commission, which sets forth a portion of the existing easement ten feet (10'), more or less, in width which is to remain (in green), and the portion of the existing easement ten feet (10'), more or less, in width, which is to be abandoned (in red); and



WHEREAS, Commission deems such partial abandonment to be reasonable and in the best interests of Commission and all parties, and has requested the City of Greenville of North Carolina to acknowledge such partial abandonment and release of such Water Easement as shown on such plat as to be abandoned as hereinabove described.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, in Regular Session held in the City Council Chambers of City Hall of the City of Greenville, North Carolina, on the 11th day of September, 2017, as follows: Attachment number 1  
Page 10 of 16

1. That the City Council of the City of Greenville does hereby abandon a portion only of such Water Easement previously granted to the City of Greenville for the use and benefit of Greenville Utilities Commission in Deed Book 547 at Page 874, Pitt County Public Registry, which said portion of such Water Easement to be abandoned is shown on that certain plat entitled "Utility Easement Abandonment Map for Greenville Utilities Commission Greenville, Winterville TWSP., Pitt Co., N.C.," dated August 8, 2017, prepared by Michael W. Baldwin, PLS, L-3082, Baldwin Design Consultants, PA, Engineering – Surveying – Planning, 1700-D East Arlington Boulevard, Greenville, NC 27858, (252) 756-1390, a copy of which said map is marked Exhibit "A" and is attached hereto and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the said Water Easement to be abandoned. Reference is hereby further made to Exhibit "B" which is attached hereto and made a part hereof which sets forth a legal description of the portion of the Utility Easement to be abandoned. Reference is hereby further made to Exhibit "C" which is attached hereto and made a part hereof which is a diagram entitled "POHL, LLC Easement to be Abandoned Pitt Co., NC" dated August 8, 2017 and prepared by Greenville Utilities Commission, which sets forth a portion of the existing easement ten feet (10'), more or less, in width which is to remain (in green), and the portion of the existing easement ten feet (10'), more or less, in width, which is to be abandoned (in red).

2. That the appropriate City officials be and they hereby are empowered to make, execute, and deliver to POHL, LLC, a North Carolina Limited Liability Company, the current owner of the property encumbered by such Water Easement to be abandoned, an instrument in a form suitable for recording and partially releasing whatever interests the City of Greenville might have in and to the Water Easement to be abandoned as hereinabove described.

Adopted this the 11th day of September, 2017.

CITY OF GREENVILLE

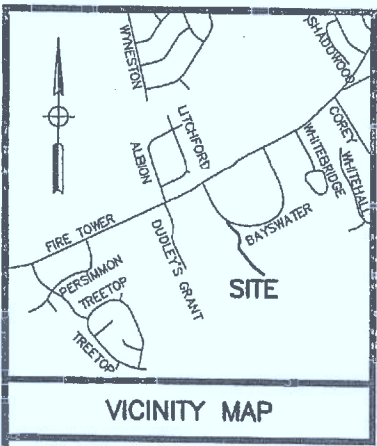
By: \_\_\_\_\_  
KANDIE D. SMITH, MAYOR

Attachment number 1  
Page 3 of 6

ATTEST:

\_\_\_\_\_  
CAROL L. BARWICK, CITY CLERK

[SEAL]



**NOTES**

1. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
2. THIS MAP IS AN EXCEPTION TO THE DEFINITION OF A SUBDIVISION.
3. REFERENCE: DEED BOOK 2278, PAGE 725 OF THE PITT COUNTY REGISTER OF DEEDS.

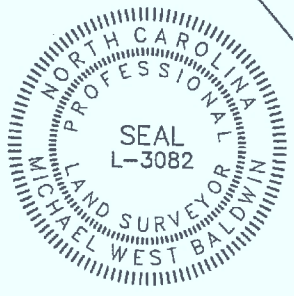
CURVE	BEARING	CHORD	RADIUS	LENGTH
C1	S 42°54'44" E	21.34'	559.87'	21.34'
C2	S 30°36'30" E	110.15'	286.28'	110.84'
C3	S 8°22'41" E	170.31'	201.63'	175.83'
C4	S 18°03'39" W	127.49'	2181.83'	127.51'
C5	N 18°07'07" E	131.28'	2171.83'	131.30'
C6	N 8°14'39" W	161.05'	191.63'	161.05'
C7	N 30°35'13" W	114.56'	296.28'	115.29'

COURSE	BEARING	DISTANCE
L1	S 14°57'54" E	64.71'
L2	S 43°44'20" E	69.47'
L3	S 27°34'05" E	403.91'
L4	S 40°51'09" E	224.07'
L5	S 49°08'51" W	10.00'
L6	N 40°51'09" W	225.23'
L7	N 27°34'05" W	409.46'
L8	N 43°44'20" W	68.73'
L9	N 14°57'54" W	83.96'

**LEGEND**  
 R/W = RIGHT-OF-WAY  
 EIP = EXISTING IRON PIPE  
 = NOT TO SCALE

OR  
**POHL, LLC**  
 DB 2278, PG 725  
 MB 67, PG 122

APPROXIMATE LOCATION OF 10'  
 G.U.C. UTILITY EASEMENT  
 SCALED FROM DB 547, PG 874  
 (11,890 S.F. TO BE ABANDONED)



**FIRE TOWER JUNCTION SECTION THREE**  
 DB 3164, PG 321  
 MB 77, PG 38

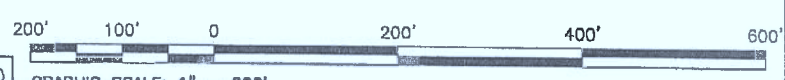
**FIRE TOWER JUNCTION**  
 DB 3460, PG 602  
 MB 80, PGS 94-95

**BAYSWATER ROAD**  
 (60' R/W 40' B/B PUBLIC)

S 40°46'50" E  
 21.00'(CH)(TIE)  
 R=559.87'  
 L=21.00'

S 34°35'03" E  
 99.97'(CH)(TIE)  
 R=559.87'  
 L=100.10'

APPROXIMATE LOCATION OF 10'  
 G.U.C. UTILITY EASEMENT  
 SCALED FROM DB 547, PG 874



NRW FB \_\_\_\_\_, PG. \_\_\_\_ ACAD FILE: 16-060

I, MICHAEL WEST BALDWIN, HEREBY CERTIFY THAT THIS MAP WAS DRAWN UNDER MY DIRECTION AND SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY DIRECTION AND SUPERVISION, THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000.

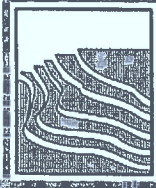
WITNESS MY HAND AND SEAL THIS  
 8th DAY OF AUGUST, 2017.

MICHAEL W. BALDWIN, PLS L-3082

UTILITY EASEMENT ABANDONMENT MAP FOR  
**GREENVILLE UTILITIES COMMISSION**

REFERENCE: DEED BOOK 547, PAGE 874 OF THE PITT COUNTY REGISTER OF DEEDS

GREENVILLE, WINTERVILLE TWP., PITT CO., N.C.  
 DATE: 08/08/17 SCALE: 1" = 200'



**Baldwin Design Consultants, PA**  
 ENGINEERING - SURVEYING - PLANNING  
 1700-D EAST ARLINGTON BOULEVARD  
 GREENVILLE, NC 27858 252.756.1390

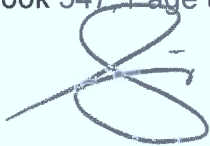
LICENSE# C-3498

**LEGAL DESCRIPTION OF UTILITY EASEMENT TO BE  
ABANDONED BY GREENVILLE UTILITIES  
POHL, LLC PROPERTY  
GREENVILLE, WINTERVILLE TOWNSHIP, PITT COUNTY, N.C.  
AUGUST 8, 2017**

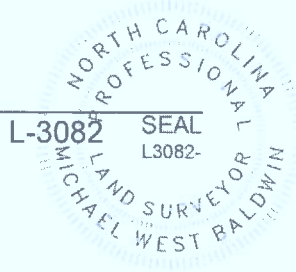
Beginning at a point located on the curved southern right-of-way of Bayswater Road, said point being located S 40°46'50" E 21.00' (chord) as measured along the curved southern right-of-way of Bayswater Road from an existing iron pipe located at the southeastern corner of Lot 7-A1, Firetower Junction as recorded in Map Book 80, Pages 94 and 95 of the Pitt County Register of Deeds. From the above described beginning, so located, running thence as follows:

Attachment number 1  
Page 5 of 6

With the curved southern right-of-way of Bayswater Road an arc distance of 21.34' said curve to the left having a radius of 559.87' and a chord bearing S 42°54'44" E 21.34', thence leaving the curved southern right-of-way of Bayswater Road, S 14°57'54" E 64.71' to the point of curvature, thence with a curve an arc distance of 110.84', said curve to the left having a radius of 286.28' and a chord bearing S 30°36'30" E 110.15' to the point of tangency, thence S 43°44'20" E 69.47' to the point of curvature, thence with a curve an arc distance of 175.83', said curve to the right having a radius of 201.63' and a chord bearing S 08°22'41" E 170.31' to the point of compound curvature, thence with a curve an arc distance of 127.51', said curve to the right having a radius of 2181.83' and a chord bearing S 18°03'39" W 127.49' to a point, thence S 27°34'05" E 403.91' to a point, thence S 40°51'09" E 224.07' to a point, thence S 49°08'51" W 10.00' to a point, thence N 40°51'09" W 225.23' to a point, thence N 27°34'05" W 409.46', thence with a curve an arc distance of 131.30', said curve to the left having a radius of 2171.83' and a chord bearing N 18°07'07" E 131.28' to the point of compound curvature, thence with a curve an arc distance of 166.21' said curve to the left having a radius of 191.63' and a chord bearing N 08°14'39" W 161.05' to the point of tangency, thence N 43°44'20" W 68.73' to the point of curvature, thence with a curve an arc distance of 115.29', said curve to the right having a radius of 296.28' and a chord bearing N 30°35'13" W 114.56' to the point of tangency, thence N 14°57'54" W 83.96' to the point of beginning containing 11,890 square feet and being a portion of the utility easement described in Deed Book 547, Page 874 of the Pitt County Register of Deeds.



Michael W. Baldwin, PLS

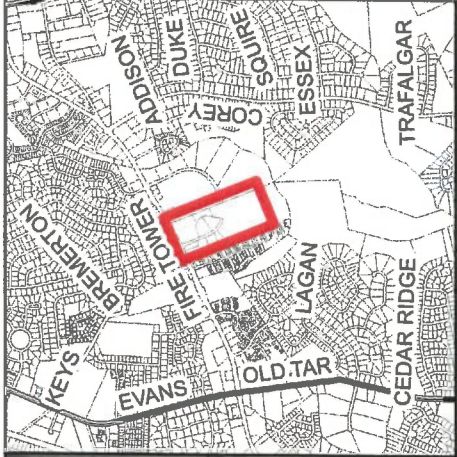


8/8/17

Date:

Y:\WORD-DOC\LEGAL DESCRIPTION\POHL, LLC, UTILITY EASEMENT.docx  
16-060

EXHIBIT "B"



Portion of the existing easement,  
10' in width to remain

Portion of the existing easement,  
10' in width to be abandoned



**Disclaimer:**  
Easements depicted on this map are for illustrative purposes only and may not be relied upon as an accurate representation for spatial reference. This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations. The source data is referenced from Pitt County Planning Department, the City of Greenville and GUC.

**POHL, LLC**  
**Easement to be Abandoned**  
**Pitt Co., NC**

Date Created: 8/8/2017

Created by: GDS  
Page 6 of 6

Requested by: **Chris Cahoon**



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

**Greenville  
Utilities**

Attachment number 1

Prepared by: Phillip R. Dixon, Attorney  
File: Greenville Utilities  
Post Office Box 1847  
Greenville, NC 27835

Attachment number 2  
Page 1 of 12

NORTH CAROLINA

**DEED OF RELEASE**

PITT COUNTY

THIS DEED OF RELEASE, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Greenville, North Carolina, a municipal corporation in Pitt County, North Carolina, party of the first part (hereinafter called GRANTOR), and POHL, LLC, P.O. Box 30930, Greenville, Pitt County, North Carolina 27833, party of the second part (hereinafter called GRANTEE).

W I T N E S S E T H

THAT WHEREAS, the GRANTOR, for the use and benefit of Greenville Utilities Commission (hereinafter referred to as "Commission"), previously received a Grant of Water Easement under Deed Book 547 at Page 874, Pitt County Public Registry; and

WHEREAS, a portion of such Water Easement is no longer needed by the Commission; and

WHEREAS, a portion of such Water Easement to be abandoned is shown on that certain plat entitled "Utility Easement Abandonment Map for Greenville Utilities Commission Greenville, Winterville TWSP., Pitt Co., N.C.," dated August 8, 2017, prepared by Michael W. Baldwin, PLS, L-3082, Baldwin Design Consultants, PA, Engineering – Surveying – Planning, 1700-D East Arlington Boulevard, Greenville, NC 27858, (252) 756-1390, a copy of which said map is marked Exhibit "A" and is attached hereto and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the said Water Easement to be abandoned. Reference is hereby further made to Exhibit "B" which is attached hereto and made a part hereof which sets forth a legal description of the portion of the Utility Easement to be abandoned. Reference is hereby further made to Exhibit "C" which is attached hereto and made a part hereof which is a diagram entitled "POHL, LLC Easement to be Abandoned Pitt Co., NC" dated August 8, 2017 and prepared by Greenville Utilities

Commission, which sets forth a portion of the existing easement ten feet (10'), more or less, in width which is to remain (in green), and the portion of the existing easement ten feet (10'), more or less, in width, which is to be abandoned (in red); and

WHEREAS, the current owner of the underlying fee interest in such property, POHL, LLC, has requested partial abandonment of such Water Easement to be abandoned; and

WHEREAS, Commission has requested GRANTOR to indicate formally that it has no plans or interest in a portion of such property encumbered by such Water Easement to be abandoned; and

WHEREAS, Commission has therefore requested GRANTOR to execute a Deed of Release to GRANTEE, or the current owner(s) of such property, to indicate its partial abandonment and release of such Water Easement to be abandoned, as described and shown on Exhibit "A," Exhibit "B," and Exhibit "C," which are attached hereto and made a part hereof; and

WHEREAS, the City Council of the GRANTOR, acting on the recommendation of Commission, has duly adopted the Resolution abandoning to GRANTEE, a portion of such Water Easement as shown on Exhibit "A," Exhibit "B," and Exhibit "C," as to be abandoned, and a copy of which said Resolution is attached hereto as Exhibit "D" and made a part hereof.

NOW THEREFORE, pursuant to and in accordance with said Resolution, GRANTOR does hereby remise, release, discharge and forever quitclaim unto GRANTEE, POHL, LLC, as the current owner of the subject property, its heirs and assigns, all the GRANTOR's rights, title and interest in and to a portion of such Water Easement previously granted to the City of Greenville, for the use and benefit of Greenville Utilities Commission, under Deed Book 547 at Page 874, Pitt County Public Registry, all as is shown as to be abandoned on Exhibit "A," Exhibit "B," and Exhibit "C," which are attached hereto and made a part hereof.

IN TESTIMONY WHEREOF, GRANTOR has caused this Deed of Release to be executed in its name by its Mayor, attested by the City Clerk, and its official seal hereto affixed, all by Resolution duly entered by the City Council of GRANTOR, on the day and year first above written.

CITY OF GREENVILLE

By: \_\_\_\_\_  
KANDIE D. SMITH, MAYOR

ATTEST:

\_\_\_\_\_  
CAROL L. BARWICK, CITY CLERK

[SEAL]

Attachment number 2  
Page 3 of 12

NORTH CAROLINA

PITT COUNTY

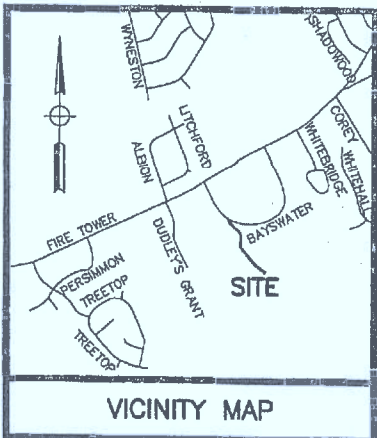
I, \_\_\_\_\_, a Notary Public of the aforesaid County and State, certify that CAROL L. BARWICK personally came before me this day and acknowledged that she is City Clerk of the City of Greenville, North Carolina, and that by authority duly given and as the act of the City of Greenville, North Carolina, the foregoing instrument was signed in its name by its Mayor, sealed with its official seal and attested by her as its City Clerk.

WITNESS my hand and official stamp or seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_





**NOTES**

1. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
2. THIS MAP IS AN EXCEPTION TO THE DEFINITION OF A SUBDIVISION.
3. REFERENCE: DEED BOOK 2278, PAGE 725 OF THE PITT COUNTY REGISTER OF DEEDS.

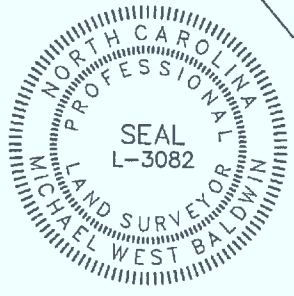
CURVE TABLE				
CURVE	BEARING	CHORD	RADIUS	LENGTH
C1	S 42°54'44" E	21.34'	559.87'	21.34'
C2	S 30°36'30" E	110.15'	286.28'	110.84'
C3	S 8°22'41" E	170.31'	201.63'	175.83'
C4	S 18°03'39" W	127.49'	2181.83'	127.51'
C5	N 18°07'07" E	131.28'	2171.83'	131.30'
C6	N 8°14'39" W	161.05'	191.63'	161.05'
C7	N 30°35'13" W	114.56'	296.28'	115.29'

LINE TABLE		
COURSE	BEARING	DISTANCE
L1	S 14°57'54" E	64.71'
L2	S 43°44'20" E	69.47'
L3	S 27°34'05" E	403.91'
L4	S 40°51'09" E	224.07'
L5	S 49°08'51" W	10.00'
L6	N 40°51'09" W	225.23'
L7	N 27°34'05" W	409.46'
L8	N 43°44'20" W	68.73'
L9	N 14°57'54" W	83.96'

**LEGEND**  
 R/W = RIGHT-OF-WAY  
 EIP = EXISTING IRON PIPE  
 --- = NOT TO SCALE

OR  
**POHL, LLC**  
 DB 2278, PG 725  
 MB 67, PG 122

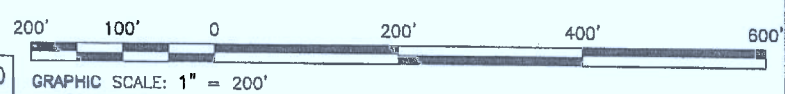
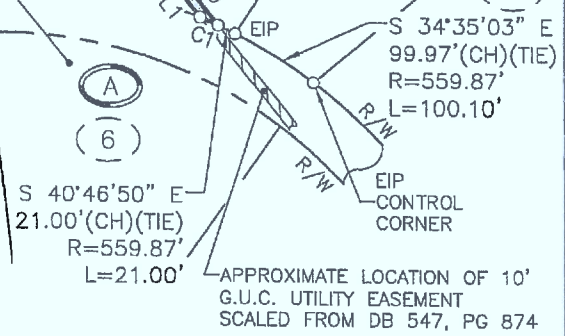
APPROXIMATE LOCATION OF 10'  
 G.U.C. UTILITY EASEMENT  
 SCALED FROM DB 547, PG 874  
 (11,890 S.F. TO BE ABANDONED)



**FIRETOWER JUNCTION**  
 SECTION THREE  
 DB 3164, PG 321  
 MB 77, PG 38

**FIRETOWER JUNCTION**  
 DB 3460, PG 602  
 MB 80, PGS 94-95

**BAYSWATER ROAD**  
 (60' R/W 40' B/B PUBLIC)



NRW FB \_\_\_\_\_, PG. \_\_\_\_\_ ACAD FILE: 16-060

I, MICHAEL WEST BALDWIN, HEREBY CERTIFY THAT THIS MAP WAS DRAWN UNDER MY DIRECTION AND SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY DIRECTION AND SUPERVISION, THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000.

WITNESS MY HAND AND SEAL THIS  
 8th DAY OF AUGUST, 2017.

MICHAEL W. BALDWIN, PLS L-3082

UTILITY EASEMENT ABANDONMENT MAP FOR  
**GREENVILLE UTILITIES COMMISSION**

REFERENCE: DEED BOOK 547, PAGE 874 OF THE PITT COUNTY REGISTER OF DEEDS

GREENVILLE, WINTERVILLE TWP., PITT CO., N.C.  
 DATE: 08/08/17 SCALE: 1" = 200'

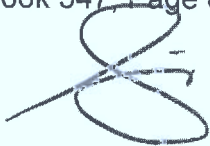
**Baldwin Design Consultants, PA**  
 LICENSE# C-3498  
 ENGINEERING - SURVEYING - PLANNING  
 1700-D EAST ARLINGTON BOULEVARD  
 GREENVILLE, NC 27858 252.756.1390

**LEGAL DESCRIPTION OF UTILITY EASEMENT TO BE  
ABANDONED BY GREENVILLE UTILITIES  
POHL, LLC PROPERTY  
GREENVILLE, WINTERVILLE TOWNSHIP, PITT COUNTY, N.C.  
AUGUST 8, 2017**

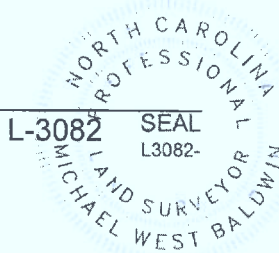
Beginning at a point located on the curved southern right-of-way of Bayswater Road, said point being located S 40°46'50" E 21.00' (chord) as measured along the curved southern right-of-way of Bayswater Road from an existing iron pipe located at the southeastern corner of Lot 7-A1, Firetower Junction as recorded in Map Book 80, Pages 94 and 95 of the Pitt County Register of Deeds. From the above described beginning, so located, running thence as follows:

Attachment number 2  
Page 5 of 12

With the curved southern right-of-way of Bayswater Road an arc distance of 21.34' said curve to the left having a radius of 559.87' and a chord bearing S 42°54'44" E 21.34', thence leaving the curved southern right-of-way of Bayswater Road, S 14°57'54" E 64.71' to the point of curvature, thence with a curve an arc distance of 110.84', said curve to the left having a radius of 286.28' and a chord bearing S 30°36'30" E 110.15' to the point of tangency, thence S 43°44'20" E 69.47' to the point of curvature, thence with a curve an arc distance of 175.83', said curve to the right having a radius of 201.63' and a chord bearing S 08°22'41" E 170.31' to the point of compound curvature, thence with a curve an arc distance of 127.51', said curve to the right having a radius of 2181.83' and a chord bearing S 18°03'39" W 127.49' to a point, thence S 27°34'05" E 403.91' to a point, thence S 40°51'09" E 224.07' to a point, thence S 49°08'51" W 10.00' to a point, thence N 40°51'09" W 225.23' to a point, thence N 27°34'05" W 409.46', thence with a curve an arc distance of 131.30', said curve to the left having a radius of 2171.83' and a chord bearing N 18°07'07" E 131.28' to the point of compound curvature, thence with a curve an arc distance of 166.21' said curve to the left having a radius of 191.63' and a chord bearing N 08°14'39" W 161.05' to the point of tangency, thence N 43°44'20" W 68.73' to the point of curvature, thence with a curve an arc distance of 115.29', said curve to the right having a radius of 296.28' and a chord bearing N 30°35'13" W 114.56' to the point of tangency, thence N 14°57'54" W 83.96' to the point of beginning containing 11,890 square feet and being a portion of the utility easement described in Deed Book 547, Page 874 of the Pitt County Register of Deeds.



Michael W. Baldwin, PLS



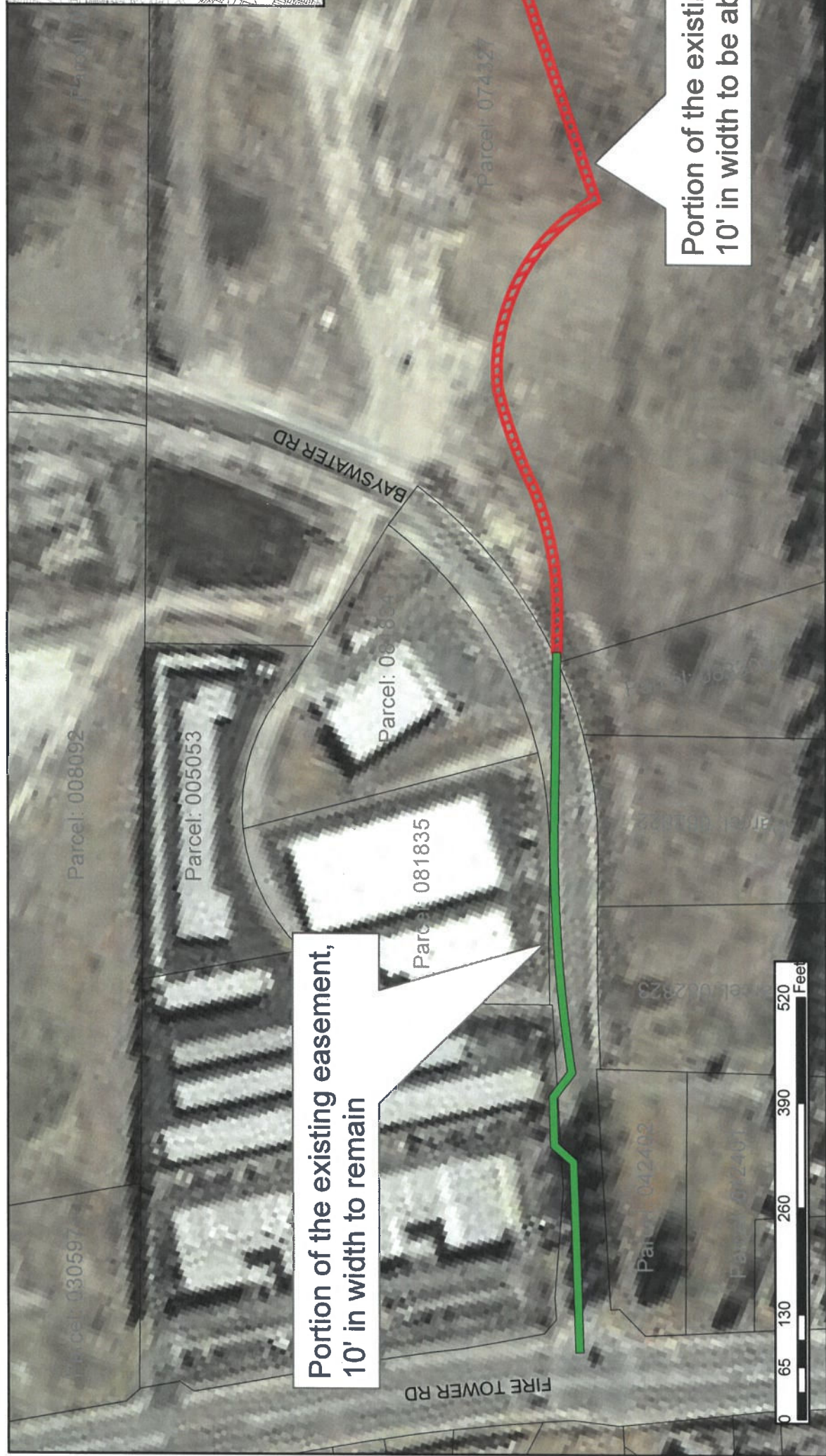
8/8/17

Date:

Y:\WORD-DOC\LEGAL DESCRIPTION\POHL, LLC, UTILITY EASEMENT.docx  
16-060

EXHIBIT "B"

1700-D EAST ARLINGTON BOULEVARD, GREENVILLE, NORTH CAROLINA 27858  
TEL 252.756 1390 FAX 252.321.1412 www.BALDWINDESIGNCONSULTANTS.COM



**Portion of the existing easement,  
10' in width to remain**

**Portion of the existing easement,  
10' in width to be abandoned**



**Disclaimer:**  
Easements depicted on this map are for illustrative purposes only and may not be relied upon as an accurate representation for spatial reference. This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations. The source data is referenced from Pitt County Planning Department, the City of Greenville and GUC.

**POHL, LLC**  
**Easement to be Abandoned**  
**Pitt Co., NC**

**Date Created: 8/8/2017**

**Created by: GDS**  
**Requested by: Cliff Cahoon**



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

Attachment number 2  
Page 6 of 12

RESOLUTION

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
GREENVILLE, NORTH CAROLINA, ABANDONING A PORTION  
ONLY OF A WATER EASEMENT  
PREVIOUSLY GRANTED TO THE CITY OF GREENVILLE  
FOR THE USE AND BENEFIT OF GREENVILLE UTILITIES COMMISSION  
IN DEED BOOK 547 AT PAGE 874, PITT COUNTY PUBLIC REGISTRY,  
AND AUTHORIZING EXECUTION OF PARTIAL DEED OF RELEASE

Attachment number 2  
Page 7 of 12

WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina (hereinafter referred to as "Commission") heretofore obtained a Grant of Water Easement, which said easement is more particularly described in Deed Book 547 at Page 874, Pitt County Public Registry; and

WHEREAS, the current owner of such property, POHL, LLC, a North Carolina Limited Liability Company, has requested the City of Greenville and Commission to abandon a portion of such Water Easement as hereinafter described as to be abandoned, and said owner has requested the City of Greenville to acknowledge such abandonment and execute a Deed of Release for same; and

WHEREAS, Commission anticipates no use or need now or in the future for a portion of the Water Easement hereinafter described as to be abandoned; and

WHEREAS, Commission desires to abandon a portion of such Water Easement hereinafter described as to be abandoned, all as is shown as to be abandoned on that certain plat entitled "Utility Easement Abandonment Map for Greenville Utilities Commission Greenville, Winterville TWSP., Pitt Co., N.C.," dated August 8, 2017, prepared by Michael W. Baldwin, PLS, L-3082, Baldwin Design Consultants, PA, Engineering – Surveying – Planning, 1700-D East Arlington Boulevard, Greenville, NC 27858, (252) 756-1390, a copy of which said map is marked Exhibit "A" and is attached hereto and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the said Water Easement to be abandoned. Reference is hereby further made to Exhibit "B" which is attached hereto and made a part hereof which sets forth a legal description of the portion of the Utility Easement to be abandoned. Reference is hereby further made to Exhibit "C" which is attached hereto and made a part hereof which is a diagram entitled "POHL, LLC Easement to be Abandoned Pitt Co., NC" dated August 8, 2017 and prepared by Greenville Utilities Commission, which sets forth a portion of the existing easement ten feet (10'), more or less, in width which is to remain (in green), and the portion of the existing easement ten feet (10'), more or less, in width, which is to be abandoned (in red); and

EXHIBIT "D"

WHEREAS, Commission deems such partial abandonment to be reasonable and in the best interests of Commission and all parties, and has requested the City of Greenville of North Carolina to acknowledge such partial abandonment and release of such Water Easement as shown on such plat as to be abandoned as hereinabove described.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, in Regular Session held in the City Council Chambers of City Hall of the City of Greenville, North Carolina, on the 11th day of September, 2017, as follows:

1. That the City Council of the City of Greenville does hereby abandon a portion only of such Water Easement previously granted to the City of Greenville for the use and benefit of Greenville Utilities Commission in Deed Book 547 at Page 874, Pitt County Public Registry, which said portion of such Water Easement to be abandoned is shown on that certain plat entitled "Utility Easement Abandonment Map for Greenville Utilities Commission Greenville, Winterville TWSP., Pitt Co., N.C.," dated August 8, 2017, prepared by Michael W. Baldwin, PLS, L-3082, Baldwin Design Consultants, PA, Engineering – Surveying – Planning, 1700-D East Arlington Boulevard, Greenville, NC 27858, (252) 756-1390, a copy of which said map is marked Exhibit "A" and is attached hereto and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the said Water Easement to be abandoned. Reference is hereby further made to Exhibit "B" which is attached hereto and made a part hereof which sets forth a legal description of the portion of the Utility Easement to be abandoned. Reference is hereby further made to Exhibit "C" which is attached hereto and made a part hereof which is a diagram entitled "POHL, LLC Easement to be Abandoned Pitt Co., NC" dated August 8, 2017 and prepared by Greenville Utilities Commission, which sets forth a portion of the existing easement ten feet (10'), more or less, in width which is to remain (in green), and the portion of the existing easement ten feet (10'), more or less, in width, which is to be abandoned (in red).

2. That the appropriate City officials be and they hereby are empowered to make, execute, and deliver to POHL, LLC, a North Carolina Limited Liability Company, the current owner of the property encumbered by such Water Easement to be abandoned, an instrument in a form suitable for recording and partially releasing whatever interests the City of Greenville might have in and to the Water Easement to be abandoned as hereinabove described.

Adopted this the 11th day of September, 2017.

CITY OF GREENVILLE

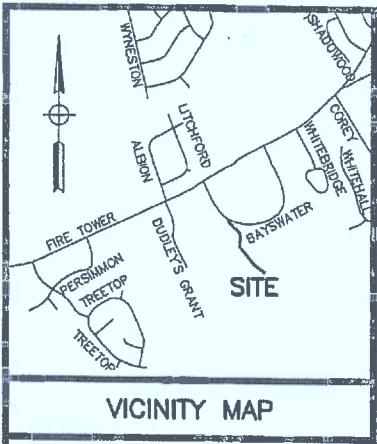
By: \_\_\_\_\_  
KANDIE D. SMITH, MAYOR

ATTEST:

Attachment number 2  
Page 9 of 12

\_\_\_\_\_  
CAROL L. BARWICK, CITY CLERK

[SEAL]



**NOTES**

1. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
2. THIS MAP IS AN EXCEPTION TO THE DEFINITION OF A SUBDIVISION.
3. REFERENCE: DEED BOOK 2278, PAGE 725 OF THE PITT COUNTY REGISTER OF DEEDS.

CURVE TABLE				
CURVE	BEARING	CHORD	RADIUS	LENGTH
C1	S 42°54'44" E	21.34'	559.87'	21.34'
C2	S 30°36'30" E	110.15'	286.28'	110.84'
C3	S 8°22'41" E	170.31'	201.63'	175.83'
C4	S 18°03'39" W	127.49'	2181.83'	127.51'
C5	N 18°07'07" E	131.28'	2171.83'	131.30'
C6	N 8°14'39" W	161.05'	191.63'	161.05'
C7	N 30°35'13" W	114.56'	296.28'	115.29'

Attachment number 2  
Page 10 of 12

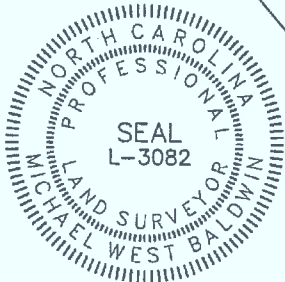
**LEGEND**

- R/W = RIGHT-OF-WAY
- EIP = EXISTING IRON PIPE
- = NOT TO SCALE

LINE TABLE		
COURSE	BEARING	DISTANCE
L1	S 14°57'54" E	64.71'
L2	S 43°44'20" E	69.47'
L3	S 27°34'05" E	403.91'
L4	S 40°51'09" E	224.07'
L5	S 49°08'51" W	10.00'
L6	N 40°51'09" W	225.23'
L7	N 27°34'05" W	409.46'
L8	N 43°44'20" W	68.73'
L9	N 14°57'54" W	83.96'

OR  
**POHL, LLC**  
DB 2278, PG 725  
MB 67, PG 122

APPROXIMATE LOCATION OF 10'  
G.U.C. UTILITY EASEMENT  
SCALED FROM DB 547, PG 874  
(11,890 S.F. TO BE ABANDONED)



**FIRETOWER JUNCTION**  
SECTION THREE  
DB 3164, PG 321  
MB 77, PG 38

**FIRETOWER JUNCTION**  
DB 3460, PG 602  
MB 80, PGs 94-95

**BAYSWATER ROAD**  
(60' R/W 40' B/B PUBLIC)

S 40°46'50" E  
21.00'(CH)(TIE)  
R=559.87'  
L=21.00'

S 34°35'03" E  
99.97'(CH)(TIE)  
R=559.87'  
L=100.10'

APPROXIMATE LOCATION OF 10'  
G.U.C. UTILITY EASEMENT  
SCALED FROM DB 547, PG 874



GRAPHIC SCALE: 1" = 200'

NRW FB \_\_\_\_\_, PG. \_\_\_\_\_ ACAD FILE: 16-060

I, MICHAEL WEST BALDWIN, HEREBY CERTIFY THAT THIS MAP WAS DRAWN UNDER MY DIRECTION AND SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY DIRECTION AND SUPERVISION, THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000.

WITNESS MY HAND AND SEAL THIS  
8th DAY OF AUGUST, 2017.

MICHAEL W. BALDWIN, PLS

L-3082

UTILITY EASEMENT ABANDONMENT MAP FOR  
**GREENVILLE UTILITIES COMMISSION**

REFERENCE: DEED BOOK 547, PAGE 874 OF THE PITT COUNTY REGISTER OF DEEDS

GREENVILLE, WINTERVILLE TWP., PITT CO., N.C.  
DATE: 08/08/17 SCALE: 1" = 200'



**Baldwin Design Consultants, PA**  
ENGINEERING - SURVEYING - PLANNING  
1700-D EAST ARLINGTON BOULEVARD  
GREENVILLE, NC 27858 252.756.1390

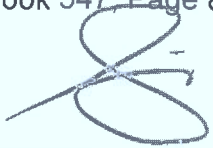
LICENSE#  
C-3498

**LEGAL DESCRIPTION OF UTILITY EASEMENT TO BE  
ABANDONED BY GREENVILLE UTILITIES  
POHL, LLC PROPERTY  
GREENVILLE, WINTERVILLE TOWNSHIP, PITT COUNTY, N.C.  
AUGUST 8, 2017**

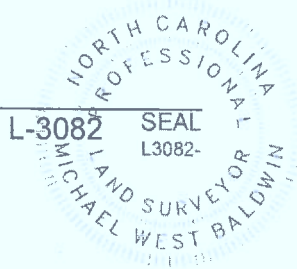
Beginning at a point located on the curved southern right-of-way of Bayswater Road, said point being located S 40°46'50" E 21.00' (chord) as measured along the curved southern right-of-way of Bayswater Road from an existing iron pipe located at the southeastern corner of Lot 7-A1, Firetower Junction as recorded in Map Book 80, Pages 94 and 95 of the Pitt County Register of Deeds. From the above described beginning, so located, running thence as follows:

Attachment number 2  
Page 11 of 12

With the curved southern right-of-way of Bayswater Road an arc distance of 21.34' said curve to the left having a radius of 559.87' and a chord bearing S 42°54'44" E 21.34', thence leaving the curved southern right-of-way of Bayswater Road, S 14°57'54" E 64.71' to the point of curvature, thence with a curve an arc distance of 110.84', said curve to the left having a radius of 286.28' and a chord bearing S 30°36'30" E 110.15' to the point of tangency, thence S 43°44'20" E 69.47' to the point of curvature, thence with a curve an arc distance of 175.83', said curve to the right having a radius of 201.63' and a chord bearing S 08°22'41" E 170.31' to the point of compound curvature, thence with a curve an arc distance of 127.51', said curve to the right having a radius of 2181.83' and a chord bearing S 18°03'39" W 127.49' to a point, thence S 27°34'05" E 403.91' to a point, thence S 40°51'09" E 224.07' to a point, thence S 49°08'51" W 10.00' to a point, thence N 40°51'09" W 225.23' to a point, thence N 27°34'05" W 409.46', thence with a curve an arc distance of 131.30', said curve to the left having a radius of 2171.83' and a chord bearing N 18°07'07" E 131.28' to the point of compound curvature, thence with a curve an arc distance of 166.21' said curve to the left having a radius of 191.63' and a chord bearing N 08°14'39" W 161.05' to the point of tangency, thence N 43°44'20" W 68.73' to the point of curvature, thence with a curve an arc distance of 115.29', said curve to the right having a radius of 296.28' and a chord bearing N 30°35'13" W 114.56' to the point of tangency, thence N 14°57'54" W 83.96' to the point of beginning containing 11,890 square feet and being a portion of the utility easement described in Deed Book 547, Page 874 of the Pitt County Register of Deeds.



Michael W. Baldwin, PLS



8/8/17

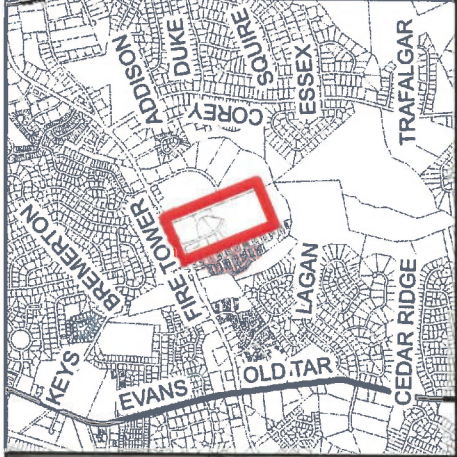
Date:

Y:\WORD-DOC\LEGAL DESCRIPTION\POHL, LLC, UTILITY EASEMENT.docx  
16-060

EXHIBIT "B"

1700-D EAST ARLINGTON BOULEVARD, GREENVILLE, NORTH CAROLINA 27858  
TEL 252.756 1390 FAX 252.321.1412 www.BALDWINDESIGNCONSULTANTS.COM





Portion of the existing easement,  
10' in width to remain

Portion of the existing easement,  
10' in width to be abandoned

**Disclaimer:**  
Easements depicted on this map are for illustrative purposes only and may not be relied upon as an accurate representation for spatial reference. This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations. The source data is referenced from Pitt County Planning Department, the City of Greenville and GUC.

**POHL, LLC**  
**Easement to be Abandoned**  
**Pitt Co., NC**

**Date Created: 8/8/2017**  
**Created by: GDS**  
**Requested by: Cliff Cahoon**



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

Attachment number 2  
Page 12 of 12



# City of Greenville, North Carolina

Meeting Date: 9/11/2017  
Time: 6:00 PM

**Title of Item:** Authorization to initiate condemnation proceedings for property/easement acquisition for the Greenville Southwest Bypass Natural Gas Main Relocation Project

**Explanation:** **Abstract:** Greenville Utilities Commission seeks authorization to initiate condemnation actions to acquire property and/or easements necessary for the Southwest Bypass Natural Gas Main Relocation Project.

**Explanation:** The acquisition of 10 individual easements is necessary in order to relocate an existing Greenville Utilities 8” Natural Gas Main as required for the construction of the new US 264 Southwest Bypass (NCDOT U-2250). In July of 2016, GUC contracted the services of NCDOT’s right-of-way consultant, TELICS, to acquire the necessary easements. To date, all but 3 of the easements needed have been obtained. The remaining parcels are owned by Cox Farm Properties, LLC; Happy Trail Farms, LLC; and Corfac Industries, LLC. The property owners have stated that they are not willing to settle for the appraised value of the land. The offer for the easements is based on NCDOT’s property appraisals.

In order to begin construction it will be necessary to acquire all easements. To do so, it may be necessary to acquire the remaining easements by condemnation under the power of eminent domain granted to the Commission and the City of Greenville. By filing condemnation actions and depositing the estimated fair market value of the easement to be acquired, the easement automatically is granted by operation of law to the City of Greenville for the use and benefit of Greenville Utilities Commission and the property owner can thereafter request a jury trial to determine whether the deposited amount is “just compensation” for the “taking”.

At their regular meeting on August 17, 2017, the GUC Board of Commissioners approved to request that City Council initiate condemnation actions to acquire property and/or easements necessary for the Southwest Bypass Natural Gas Main Relocation Project.

**Fiscal Note:** No cost to the City.

**Recommendation:** Approve initiation of condemnation actions to acquire property and/or easements necessary for the Southwest Bypass Natural Gas Main Relocation Project

---

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

Attachments / click to download

---



# City of Greenville, North Carolina

Meeting Date: 9/11/2017  
Time: 6:00 PM

**Title of Item:** Contract with Rivers & Associates, Inc., for On-Call Civil Engineering Services

**Explanation:** **Abstract:** This contract provides on-call Civil Engineering services utilizing Rivers & Associates, Inc. for low-cost projects and studies that the City does not have the expertise to perform or cannot perform due to workload. The period of the contract will be for a two-year period from the date the contract is executed, which may be extended for an additional year. The upper limit for each task order is \$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 Civil Engineering services. The City of Greenville, NC, desires to obtain Civil Engineering services for the Department of Public Works. The Department desires to supplement its existing professional engineering staff to accomplish its mission of developing and executing Capital Improvement Projects.

The engineering firms will provide design and study support to the City for projects; total compensation for the contract shall not exceed \$750,000. The initial term of the contract shall be two years from date of execution with an option for a one-year extension. Typical work includes, but is not limited to, the following:

- Design services for emergency repairs for city infrastructure;
- Design services for repair of storm water drainage systems;
- Design services for projects to construct streets, sidewalks, and bike lanes;
- Geotechnical engineering services;
- Surveying services;
- Managing and inspecting the construction of capital improvement projects;
- Obtaining the necessary rights-of-ways or easements for the projects;

Six firms responded to a Request for Qualifications for On-Call Civil Engineering Services. The six firms submitting qualifications were:

- ARK Consulting Group
- Mofatt Nichols
- Rivers & Associates
- The East Group
- The Wooten Company
- WK Dickson

Of the six firms submitting qualifications, three of the firms were deemed non-responsive. Of the three remaining firms, the most qualified firm was determined to be Rivers & Associates, Inc. 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 an authorization level of \$750,000 due to the City's capital improvement needs. The authorization level is not a guarantee of work; it is a not-to-exceed amount.

**Fiscal Note:**

Funds for each work order come from departmental budgets or from approved Capital 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 civil engineering services to Rivers & Associates, Inc. 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

 [Contract](#)

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

TASK ORDER EDITION

Prepared by



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.

Copyright © 2009 National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies  
1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474  
[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
[www.asce.org](http://www.asce.org)

Associated General Contractors of America  
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308  
(703) 548-3118  
[www.agc.org](http://www.agc.org)

The copyright for this EJCDC document is owned jointly by the four EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

## TABLE OF CONTENTS

	<b>Page</b>
Article 1 – SERVICES OF ENGINEER	1
1.01 Scope .....	1
1.02 Task Order Procedure .....	1
Article 2 – OWNER’S RESPONSIBILITIES	2
2.01 General .....	2
Article 3 – TERM; TIMES FOR RENDERING SERVICES	2
3.01 Term .....	2
3.02 Times for Rendering Services .....	2
Article 4 – INVOICES AND PAYMENTS	3
4.01 Invoices .....	3
4.02 Payments .....	3
Article 5 – OPINIONS OF COST	3
5.01 Opinions of Probable Construction Cost.....	3
5.02 Designing to Construction Cost Limit .....	4
5.03 Opinions of Total Project Costs .....	4
Article 6 – GENERAL CONSIDERATIONS	4
6.01 Standards of Performance.....	4
6.02 Design Without Construction Phase Services.....	5
6.03 Use of Documents.....	6
6.04 Insurance .....	7
6.05 Suspension and Termination .....	7
6.06 Controlling Law:.....	9
6.07 Successors, Assigns, and Beneficiaries:.....	9
6.08 Dispute Resolution:.....	9
6.09 Environmental Condition of Site:.....	10
6.10 Indemnification and Mutual Waiver .....	10
6.11 Miscellaneous Provisions .....	11
Article 7 – DEFINITIONS	12
7.01 Defined Terms.....	12
Article 8 – EXHIBITS AND SPECIAL PROVISIONS	17
8.01 Exhibits.....	17
8.02 Total Agreement .....	17
8.03 Designated Representatives .....	17
8.04 Engineer's Certifications .....	18





**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES  
  
TASK ORDER EDITION**

THIS IS AN AGREEMENT effective as of September 1, 2017 (“Effective Date”) between  
City of Greenville (“Owner”) and  
Rivers & Associates, Inc. (“Engineer”).

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 Scope

- A. Engineer’s services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided. Basic and Additional Services that may be included in a Task Order are set forth in Exhibit A, "Engineer's Services."
- B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 Task Order Procedure

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.

## ARTICLE 2 – OWNER’S RESPONSIBILITIES

### 2.01 General

- A. Owner shall have the responsibilities set forth herein, in Exhibit B, "Owner's Responsibilities," and in each Task Order.
- B. Owner shall compensate Engineer as set forth in each Task Order, pursuant to the applicable terms of 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 – TERM; TIMES FOR RENDERING SERVICES

### 3.01 Term

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for two (2) years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

### 3.02 Times for Rendering Services

- A. The times for performing services or providing deliverables will be stated in each Task Order. If no times are so stated, Engineer will perform services and provide deliverables within a reasonable time.
- 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 Specific 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 a Task Order 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.
- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be

separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then Owner and Engineer shall, prior to commencement of final design services, develop a schedule for performance of Engineer's remaining services in order to sequence and coordinate properly such services as are applicable to the work under such separate Construction Contracts. This schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

## 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, the terms of Exhibit C, and the specific Task Order. 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. the compounded amount 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 any Task Order issued 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 may withhold only that portion so contested, and must pay the undisputed portion.
- D. Legislative Actions: ~~(DELETED) If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes sales or use taxes, fees, or charges on Engineer's services or compensation under the Task Order, 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 and the specific Task Order.~~

## 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 estimate 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 **(DELETED)**

- A. ~~If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, Engineer's rights and responsibilities with respect thereto will be governed by 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 for a Specific Project 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 shall serve as Owner's prime professional under each Task Order. 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:** Engineer and Owner shall comply with applicable Laws and Regulations.
1. Prior to the Effective Date of each Task Order, Owner shall provide to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under such Task Order. Engineer shall comply with such policies and procedures pursuant to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

2. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of such Task Order. 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 Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such certification.
  - 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 in a Task Order to use other General Conditions.
  - 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, for 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 for 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 employees and its Consultants) at a Site or otherwise furnishing or performing any of a Contractor's 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 a 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. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been itemized and expressly required of Engineer in the authorizing Task Order. 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, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be in any way connected to

Construction Phase engineering or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

### 6.03 Use of Documents

- A. All Documents are instruments of service in respect to a Specific 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 Specific 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~~ 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the ~~60~~ 30-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 Specific Project by Owner. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific 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 Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific 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 its Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's 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 or adapts the Documents for extensions of the Specific 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. At all times when any Task Order is under performance, 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 which is applicable to a Specific Project.
- B. ~~At all times when any Task Order is under performance, Owner shall procure and maintain insurance as set forth in Exhibit G.~~
- C. Owner shall require Contractors 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 Contractors.
- 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 under any Task Order and at renewals thereafter during the life of this Agreement.
- E. All policies of property insurance relating to a Specific Project shall contain provisions to the effect that Engineer's and 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. Under the terms of any Task Order, or after commencement of performance of a Task Order, 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.

#### 6.05 Suspension and Termination

- A. Suspension
  - 1. By Owner: Owner may suspend a Task Order upon seven days written notice to Engineer.

2. By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, then Engineer may, after giving seven days written notice to Owner, suspend services under a Task Order.

B. Termination: The obligation to provide further services under this Agreement, or under a Task Order, 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 of this Agreement or any Task Order 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 under a Task Order 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, neither this Agreement nor the Task Order will 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 Task Order 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 Specific Project is located.

6.07 Successors, Assigns, and Beneficiaries:

- A. Owner and Engineer each is 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. The Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in any Contract Documents prepared for any Specific Project under this Agreement.

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. With respect to each Task Order, Specific Project, and Site:

1. 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.
2. 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.
3. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
4. 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 Specific Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) 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.
5. 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 (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating this Agreement **or Specific Project Task Order** for cause on 30 days notice.
6. 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 this Agreement, any Task Order, or any Specific Project, provided that any such claim, cost, loss, or

damage or judgement 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: ~~(DELETED) 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 any Site, provided that (i) 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 (ii) 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 a Specific Project.
- F. **No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.**

#### 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 of each particular Specific Project.
- F. Applicability to Task Orders: The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. Non-Exclusive Agreement: Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

## ARTICLE 7 – DEFINITIONS

### 7.01 Defined Terms

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following provisions:
  - 1. Addenda: Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.
  - 2. Additional Services: Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order which are not included in Basic Services for that Task Order.
  - 3. Agreement: This "Agreement between Owner and Engineer for Professional Services – Task Order Edition" including those Exhibits listed in Article 8 and any duly executed Task Order.
  - 4. Application for Payment: The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  - 5. 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.
  - 6. Basic Services: Specified services to be performed for or furnished to Owner by Engineer in accordance with a Task Order.

7. Bid: The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
8. Bidding Documents: The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.
9. Change Order: A document recommended by Engineer, which is signed by a Contractor and Owner to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times.
10. 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.
11. Construction Agreement: The written instrument which is evidence of the agreement, contained in the Contract Documents, between Owner and a Contractor covering the Work.
12. Construction Contract: The entire and integrated written agreement between Owner and Contractor concerning the Work.
13. Construction Cost: The cost to Owner of those portions of an entire Specific 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 a Specific 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.
14. Consultants: Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors. The term Engineer includes Engineer's Consultants.
15. 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.
16. Contract Price: The moneys payable by Owner to a Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

17. **Contract Times:** The numbers of days or the dates stated in a Construction Agreement to:  
(i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
18. **Contractor:** The entity or individual with which Owner has entered into the Construction Contract.
19. **Correction Period:** The time after Substantial Completion during which a Contractor must correct, at no cost to Owner, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.
20. **Defective:** An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment.
21. **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.
22. **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 a Contractor. Shop Drawings are not Drawings as so defined.
23. **Effective Date of the Construction Agreement:** The date indicated in a Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.
24. **Effective Date of the Agreement:** The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
25. **Effective Date of the Task Order:** The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
26. **Engineer:** The individual or entity named as such in this Agreement.
27. **Field Order:** A written order issued by Engineer which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
28. **General Conditions:** That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by a Contractor with respect to a Specific Project.
29. **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.

30. Laws and Regulations; Laws or Regulations: Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
31. 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.
32. PCBs: Polychlorinated biphenyls.
33. 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 fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
34. Project: The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
35. Radioactive Materials: 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.
36. Record Drawings: The Drawings as issued for construction on which Engineer, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which Engineer considers significant based on record documents furnished by Contractor to Engineer and which were annotated by Contractor to show changes made during construction.
37. Reimbursable Expenses: The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for a Specific Project for which Owner shall pay Engineer as indicated in Exhibit C.
38. Resident Project Representative: The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR agreed to by Owner. The duties and responsibilities of the RPR will be as set forth in each Task Order.
39. 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.
40. Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work.
41. Site: Lands or areas indicated in the Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for use of a Contractor.

42. Specifications: That part of the Contract Documents prepared by Engineer consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work to be performed by a Contractor and certain administrative details applicable thereto.
43. Specific Project: An undertaking of Owner as set forth in a Task Order.
44. 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 a Site.
45. Substantial Completion: The time at which the Work has progressed to the point where, in the opinion of Engineer, the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the purposes for which it is intended.
46. Supplementary Conditions: That part of the Contract Documents which amends or supplements the General Conditions.
47. 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.
48. Task Order: A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
49. Total Project Costs: The sum of the Construction Cost, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
50. Work: The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents for a Specific Project. 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 those Contract Documents.
51. Work Change Directive: A written directive to a Contractor signed by Owner upon recommendation of the Engineer, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.



## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 Exhibits

Attachment 1, Task Order (Suggested Form)

Exhibit A, Engineer's Services [NOTE: Services, tasks, and terms in Exhibit A are for reference in preparing specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order].

Exhibit B, Owner's Responsibilities

Exhibit C, Payments to Engineer for Services and Reimbursable Expenses

Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative

Exhibit E, Notice of Acceptability of Work

Exhibit F, Construction Cost Limit **(Not Included)**

Exhibit G, Insurance

Exhibit H, Dispute Resolution **(Not Included)**

Exhibit I, Limitations on Liability **(Not Included)**

Exhibit J, Special Provisions

Exhibit K, Amendment to Task Order

### 8.02 Total Agreement

- A. This Agreement (together with the Exhibits identified as included 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 provided in Exhibit K to this Agreement, "Amendment to Task Order."

### 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 individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of each respective party. Each Task Order shall likewise designate representatives of the two parties.

## 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: Rivers & Associates, Inc.

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

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

Name: Kandie D. Smith

Name: Marvin E. Garner, Jr.

Title: Mayor

Title: Vice President

Engineer License or Firm's

Certificate No. F-0334

State of : North Carolina

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

P.O. Box 7207

P.O. Box 929

Greenville, NC 27835-7207

Greenville, NC 27835

DESIGNATED REPRESENTATIVE  
(Paragraph 8.03.A):

DESIGNATED REPRESENTATIVE  
(Paragraph 8.03.A):

Scott P.M. Godefroy

Marvin E. Garner, Jr. AICP

Title: City Engineer

Title: Vice President

Phone Number: 252-329-4525

Phone Number: (252) 752-4135

Facsimile Number: 252-329-4535

Facsimile Number: (252) 752-3974

E-Mail

Address: sgodefroy@greenvillenc.gov

E-Mail

Address: mgarner@riversandassociates.com

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

**By**  
**(Signature):** \_\_\_\_\_

**Typed**  
**Name:** Bernita W. Demery, CPA  
**Director of Financial Services**

**Date:** \_\_\_\_\_

Account Number: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
David A. Holec, City Attorney

**Date:** \_\_\_\_\_

Attachment 1  
SUGGESTED FORM OF  
TASK ORDER

This is Task Order  
No. \_\_\_\_\_, consisting of  
\_\_\_\_\_ pages.

**Task Order**

[NOTE TO USER: Modify as to scope, compensation, schedule, and other key items.]

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated \_\_\_\_\_ ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

A. Title: \_\_\_\_\_

B. Description: \_\_\_\_\_

C. Number of Construction Contracts

The Specific Project is anticipated to be constructed under \_\_\_\_\_ Construction Contracts.

2. Services of Engineer

[Check all that apply.]

Study and Report Services

[After reviewing Part 1 of Exhibit A, Engineer's Services, supplement or modify Part 1 as needed for the Specific Project and attach, reference, or insert specific text here.]

Design Services

[After reviewing Part 2 of Exhibit A, Engineer's Services, supplement or modify Part 2 as needed for the Specific Project and attach, reference, or insert specific text here.]

~~Designing to a Construction Cost Limit~~

~~Under this Task Order Engineer will design to a Construction Cost Limit, subject to the terms of Paragraph 5.02 of the Agreement and of Exhibit F to the Agreement. Exhibit F is expressly incorporated by reference. The Construction Cost Limit is \$\_\_\_\_\_. The bidding or negotiating contingency to be added to the Construction Cost Limit is \_\_\_\_\_ percent.~~

Attachment 1  
SUGGESTED FORM OF  
TASK ORDER

Bidding or Negotiating Services

[After reviewing Part 3 of Exhibit A, Engineer's Services, supplement or modify Part 3 as needed for the Specific Project and attach, reference, or insert specific text here.]

Construction and Commissioning Services

[After reviewing Part 4 of Exhibit A, Engineer's Services, supplement or modify Part 4 as needed for the Specific Project and attach reference, or insert specific text here.]

Resident Project Representative Services

Engineer will provide Resident Project Representative services pursuant to Part 4 of Exhibit A; Exhibit D is attached to this Task Order and expressly incorporated by reference.

[If RPR services are not in the scope of the Task Order, do not include any references to RPR services from Exhibit A in any attached, referenced, or inserted specific text regarding Construction Phase services and do not include Exhibit D with the Task Order.]

Other Services

[After reviewing Part 5 of Exhibit A, Engineer's Services,, supplement or modify Part 5 as needed for the Specific Project and attach, reference, or insert specific text here.]

Additional Services Requiring an Amendment to Task Order

Part 6 of Exhibit A is incorporated by reference unless otherwise noted.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following: [Here state any additions or modifications to Exhibit B, for this Specific Project.]

4. Times for Rendering Services

<u>Phase</u>	<u>Completion Date</u>
_____	_____
_____	_____
_____	_____

Attachment 1  
SUGGESTED FORM OF  
TASK ORDER

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

Category of Services	Compensation Method	Lump Sum, or Estimate of Compensation for Services
Basic Services (Study and Report, Design, Bidding or Negotiating, Construction and Commissioning, Other Services)	Choose <u>One</u> : A. Lump Sum B. Standard Hourly Rates <del>C. Direct Labor Costs Times a Factor (Factor: _____)</del>	
Resident Project Representative	Choose <u>One</u> : A. Lump Sum B. Standard Hourly Rates <del>C. Direct Labor Costs Times a Factor (Factor: _____)</del>	
Additional Services Requiring an Amendment to Task Order	Choose <u>One</u> : A. <b>Lump Sum</b> B. Standard Hourly Rates <del>C. Direct Labor Costs Times a Factor (Factor: _____)</del>	

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

6. Consultants:

7. Other Modifications to Agreement:

[Supplement or modify Agreement and Exhibits, if appropriate.]

8. Attachments:

9. Documents Incorporated By Reference:

10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is \_\_\_\_\_, \_\_\_\_\_.

OWNER:

ENGINEER:

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Engineer License or Firm's  
Certificate No. \_\_\_\_\_  
State of: \_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR  
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK  
ORDER:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

E-Mail  
Address: \_\_\_\_\_

E-Mail  
Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_



This is **EXHIBIT A**, consisting of 11 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated September 1 , 2017.

## **Engineer's Services**

---

### **Introduction:**

The following text describes a variety of services that may be included, in whole or in part, in a Task Order issued under the Agreement. Not all possible services are included herein. The descriptions of services provided here shall be revised and/or supplemented for purposes of drafting each Task Order. The items in Parts 1-5 of Exhibit A will be included in a Task Order only if they are expressly included by direct reference or physical incorporation; Part 6 shall be considered as incorporated in whole in all Task Orders unless noted otherwise in the Task Order.

### **PART 1 – STUDY AND REPORT PHASE SERVICES**

#### A1.01 Study and Report Phase

For each Task Order that includes study or report services, select from or supplement the following possible services:

A. The Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for a Specific Project and available data.
2. Advise Owner as to the necessity of Owner's providing data or services of the types described in Exhibit B, and, if requested, assist Owner in obtaining such data and services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of a Specific Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.
4. Identify and evaluate [insert specific number or list here] alternate solutions available to Owner for a Specific Project, and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for a Specific Project.
5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. The Report will be accompanied by:

Engineer's opinion of Total Project Costs for each solution which is so recommended for a Specific Project with each component separately itemized, including the following, which will be separately itemized:

- a. opinion of probable Construction Cost,
  - b. allowances for contingencies and for the estimated total costs of design, professional, and related services provided by Engineer and,
  - c. on the basis of information furnished by Owner, allowances for other items and services included within the definition of Total Project Costs.
6. Furnish the number of review copies of the Report to Owner within the time period set forth in the Task Order and review it with Owner.
  7. Revise the Report in response to Owner's and other parties' comments, as appropriate, and furnish the number of final copies of the revised Report to the Owner within the time period set forth in the Task Order.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised Report have been delivered to Owner.

## **PART 2: DESIGN ACTIVITIES**

### A1.02 Preliminary Design Phase

For each Task Order that includes preliminary design services, select from or supplement the following possible services:

- A. Engineer shall on the basis of the above acceptance, selection, and authorization:
  1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of a Specific Project.
  2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
  3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
  4. Based on the information contained in the Preliminary Design Phase documents, submit a current opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer, which will be itemized as provided in the Study and Report Phase Services section above.
  5. Furnish the Preliminary Design Phase documents to and review them with Owner.

6. Submit to Owner the number of final copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost within the time period set forth in the Task Order.

- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to Owner.

#### A1.03 Final Design Phase

For each Task Order that includes final design services, select from or supplement the following possible services:

##### A. Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Where appropriate, prepare Specifications in general conformance with the format of the Construction Specifications Institute.
2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of a Specific Project and assist Owner in consultations with appropriate authorities.
3. Provide Owner a current opinion of probable Construction Cost and any adjustments to Total **Estimated** Project Costs known to Engineer, itemized as provided in the Study and Report Phase Services section above.
4. Prepare and furnish Bidding Documents for review and approval by Owner, its legal counsel, and other advisors, as appropriate, and assist Owner in the preparation of other related documents.
5. Submit the number of final copies of the Bidding Documents and a current opinion of probable Construction Cost to Owner within the time period set forth in the Task Order.
6. Prepare for, coordinate with, participate in, and respond to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and perform or furnish services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

- B. Engineer's services under the Final Design Phase will be considered complete on the date when the required submittals have been delivered to Owner.

### **PART 3: BIDDING AND NEGOTIATION**

#### **A1.04 Bidding or Negotiating Phase**

For each Task Order that includes bidding or negotiation services, select from or supplement the following possible services:

**A. The Engineer shall:**

1. Assist Owner in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.
2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
3. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
4. Prepare additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions below regarding additional compensation for an excessive number of such substitute or "or equal" submittals.
6. Attend the bid opening, prepare bid tabulation sheets, and assist Owner in evaluating bids or proposals and in assembling and awarding contracts for the Work.
7. ~~Assist Owner with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.~~
8. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:
  - Facilitate Pre-Bid Conference when statutorily required or as otherwise desired by the Owner.
  - DBE Bidding Assistance if requested by the Owner.

- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors. ~~(except as may be required if Exhibit F is a part of the Task Order).~~**

## **PART 4: CONSTRUCTION AND COMMISSIONING**

### **A1.05 Construction Phase**

For each Task Order that includes Construction Phase services, select from or supplement the following possible services:

**A. Engineer shall provide the following services:**

1. **General Administration of Construction Contract:** Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, who shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
2. **Resident Project Representative (RPR):** Provide the services of an RPR at the Site of the Specific Project to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in the Task Order and in Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative." The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. **Selecting Independent Testing Laboratory:** Assist Owner in the selection of an independent testing laboratory to perform the services identified in Paragraph B2.01.0.
4. **Pre-Construction Conference:** Participate in a pre-construction conference prior to commencement of Work at the Site.
5. **Schedules:** Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
6. **Baselines and Benchmarks:** As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
7. **Visits to Site and Observation of Construction:** In connection with observations of Work in progress :
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, in order to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work in progress or to involve detailed inspections of the Work in progress beyond the responsibilities specifically assigned to Engineer in the Task Order and the Contract Documents, but rather are to be limited to

spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site of the Specific Project, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
8. Defective Work: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
9. Clarifications and Interpretations; Field Orders: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
10. Change Orders and Work Change Directives: Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
11. Shop Drawings and Samples: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety

precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

12. Substitutes and "or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to any provisions below regarding additional compensation for evaluation of such substitute or "or equal" submittals.
13. Inspections and Tests: Require such special inspections or tests of the Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
14. Disagreements between Owner and Contractor: Render formal written decisions on all duly submitted issues relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance or progress of the Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, the Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of Engineer contained in Paragraph A1.05.A.15.a are expressly subject to the limitations set forth in Paragraph A1.05.A.15.b and other express or general limitations in this Agreement and elsewhere.

- b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of the Work as it is performed and furnished have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of the Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
16. Contractor's Completion Documents: Receive, review and transmit to Owner maintenance and operating instructions, schedules guarantees, bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided above, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided above.
17. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to determine if the Work is Substantially Complete. If after considering any objections of Owner, Engineer considers the Work Substantially Complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
18. Final Notice of Acceptability of the Work: Conduct a final payment inspection to determine if the completed Specific Project of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
19. Defective Work: Together with Owner, visit the Site to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if any.
20. Correction Period: Together with Owner or Owner's representative, visit the Site within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.



- B. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Agreement for a Specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If a Specific Project involves more than one prime contract as indicated in the Task Order, Construction Phase services may be rendered at different times in respect to the separate contracts.

#### A1.06 Commissioning Phase

For each Task Order that includes facilities commissioning services, select from or supplement the following possible services:

- A. Engineer shall:
1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.
  2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
  3. Prepare operation and maintenance manuals.
  4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.
  5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

### **PART 5– OTHER SERVICES**

A2.01 For each Task Order, consider the inclusion of the following possible services:

- A. Engineer shall:
1. Prepare applications and supporting documents for private or governmental grants, loans or advances in connection with a Specific Project; prepare or review environmental assessments and impact statements; review and evaluate the effects on the design requirements for a Specific Project of any such statements and documents prepared by others; and assist in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of a Specific Project.
  2. Provide services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner.
  3. Provide renderings or models for Owner's use.
  4. Undertake investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assist in obtaining financing for a Specific Project; evaluate processes available for licensing, and assist Owner in obtaining process

licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.

5. In addition to baselines and benchmarks, provide more extensive construction surveys and staking to enable a Contractor to perform its work and any type of property surveys or related engineering services needed for the transfer of interests in real property; and provide other special field surveys.
6. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
7. Prepare to serve or serve as a consultant or witness for Owner in any litigation, arbitration or other dispute resolution process related to a Specific Project.

## **PART 6: ADDITIONAL SERVICES REQUIRING AMENDMENT TO TASK ORDER**

### **A2.02 Additional Services Requiring an Amendment to Task Order**

- A. Advance Written Authorization Required: During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. The Task Order shall be amended to reflect the inclusion of such Additional Services. Services resulting from significant changes in the scope, extent, or character of the portions of a Specific Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.
  1. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A.1.01.A.4.
  2. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
  3. Providing Construction Phase services beyond the Contract Times set forth in the Task Order.
  4. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner, subject to the terms of Paragraph 6.01.F of the Agreement.
  5. Overtime work requiring higher than regular rates.
  6. Other services proposed to be performed or furnished by Engineer not otherwise provided for in this Agreement.

- B. Advance Written Authorization Not Required: Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. The Task Order shall be amended to reflect the inclusion of such Additional Services.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make the compensation commensurate with the extent of the Additional Services rendered.
  2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of any Construction Contract in evaluating and determining the acceptability of a proposed substitution, whether approved or not; evaluation and determination of an excessive number of proposed "or equals" or substitutions whether proposed before or after award of the Construction Contract.
  3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
  4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
  5. Services in connection with any partial utilization of any part of the Work on a Specific Project by Owner prior to Substantial Completion.
  6. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
  7. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program enacted or provided to Engineer subsequent to the Effect Date of the Task Order that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.
  8. Evaluation of an unreasonable claim or an excessive number of claims or requests for information submitted by a Contractor or others in connection with the Work on a Specific Project
  9. **Assist Owner as requested with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.**

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated September 1, 2017.

## **Owner's Responsibilities**

---

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific 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 Specific Project including reports and data relative to previous designs, or investigation at or adjacent to the Site of the Specific Project.
- C. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, furnish or otherwise make available such additional Specific 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 a Specific Project, the Site and adjacent areas.
  - 6. Data or consultations as required for a Specific Project but not otherwise identified in the Agreement, the Exhibits thereto, or the Task Order.
- 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 the Task Order 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 Task Order.
  - G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer for the Specific Project (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 Specific 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 Specific Project. **Pay all permit application fees and required mitigation fees (as applicable).**
  - I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Specific Project:
    - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
    - 2. Legal services with regard to issues pertaining to the Specific Project as Owner requires, a Contractor raises, or Engineer reasonably requests.
    - 3. Such auditing services as Owner requires to ascertain how or for what purpose a 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 Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability 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 the 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 in the Task Order 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 of the Specific Project designed or specified by Engineer, designate in the Task Order a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors. Define and set forth in the Task Order the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer.
- 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 Site.
- 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 for the Specific Project with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by any independent testing laboratory, if Engineer is required to review such documents.
- R. Inform Engineer 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: **To Be Determined**

This is **EXHIBIT C**, consisting of  3  pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated September 1 , 2017.

## **Payments to Engineer for Services and Reimbursable Expenses**

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

### **ARTICLE 2 – OWNER'S RESPONSIBILITIES**

#### **C2.01 Method of Payment**

- A. Owner shall pay Engineer for services in accordance with one or more of the following methods as identified in each Task Order:
1. Method A: Lump Sum
  2. Method B: Standard Hourly Rates
  3. ~~Method C: Direct Labor Costs Times a Factor (DELETED)~~
  4. ~~Method D: [Identify any other method to be used to compensate Engineer for some or all \_\_\_\_\_ of its services]~~

#### **C2.02 Explanation of Methods**

##### **A. Method A – Lump Sum**

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
3. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

##### **B. Method B – Standard Hourly Rates**

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Specific Project, plus Reimbursable Expenses and Consultant's charges, if any.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, Reimbursable Expenses, and Consultants' charges, if any.
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C. Method C – Direct Labor Costs Times a Factor (**DELETED**)

- ~~1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a Factor of \_\_\_\_\_ for the services of Engineer's employees engaged on the Specific Project, plus Reimbursable Expenses, and Engineer's Consultant's charges, if any. Direct Labor Costs means salaries and wages paid to employees but does not include payroll related costs or benefits.~~
- ~~2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.~~
- ~~3. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultant's charges, if any.~~
- ~~4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.~~
- ~~5. The Direct Labor Costs and the Factor applied to Direct Labor Costs will be adjusted annually (as of \_\_\_\_\_) to reflect equitable changes in the compensation payable to Engineer.~~

~~D. Method D – [Identify and define any other method to be used to compensate Engineer for some or all of its services]~~

C2.03 Reimbursable Expenses

Costs incurred by Engineer in the performance of the Task Order in the following categories constitute Reimbursable Expenses:

- A. Transportation and subsistence incidental thereto; advertisements, postage, and shipping costs; providing and maintaining field office facilities including furnishings and utilities; subsistence



and transportation of Resident Project Representative and their assistants; toll telephone calls, faxes, and telegrams; and reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Specific Project-related items in addition to those required under Exhibit A. If authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for ~~computer time~~ and the use of ~~other~~ highly specialized equipment **as may be identified in a Specific Project Task Order**. Reimbursable expenses shall be paid at rates set forth in Appendix 1 to this Exhibit C which shall be adjusted annually (as of January 1) to reflect equitable changes in the rates.

- B. The amounts payable to Engineer for Reimbursable Expenses will be the project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses, **including Consultant services**, allocable to a Specific Project. ~~the latter~~ **Consultant's expense shall be** multiplied by a Factor of 1.15.

#### C2.04 Serving as a Witness

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of 1.0 times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services **at a rate of 1.15**.

#### C2.05 Other Provisions Concerning Payment

- A. Extended Contract Times. Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. Estimated Compensation Amounts
1. Engineer's estimate of the amounts that will become payable for 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 in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If 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 give written notice thereof to Owner and shall be paid for all services rendered thereafter.

#### C. Maximum Total Compensation Amount

**Total compensation, in aggregate, for all duly executed Specific Project Task Orders shall not exceed seven hundred fifty thousand dollars (\$750,000.00) without amendment to this agreement.**

This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Standard Form of Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated September 1, 2017.

**Reimbursable Expenses Schedule**

---

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates for reimbursable expenses effective on the date of this Agreement are:

8.5" x 11" Black & White Copies	<u>\$0.06</u> /each
8.5" x 11" Color Copies	<u>\$1.00</u> /each
8.5" x 14" Black & White Copies	<u>\$0.10</u> /each
8.5" x 14" Color Copies	<u>\$1.00</u> /each
11" x 17" Black & White Copies	<u>\$0.25</u> /each
11" x 17" Color Copies	<u>\$2.00</u> /each
Color Plot all sizes	<u>\$2.50</u> per square foot
18" x 24" Black & White Plan Prints	<u>\$1.50</u> /each
24" x 36" Black & White Plan Prints	<u>\$2.50</u> /each
30" x 42" Black & White Plan Prints	<u>\$5.00</u> /each
Larger size Plan Prints	subject to square footage
Mylar Prints	<u>\$20.00 - \$40.00</u> each depending on size
Highly Specialized Equipment	at cost
Mileage	IRS effective rate
Meals	at cost
Lodging	at cost
Consultants	at cost x 1.15

Note: Highly specialized equipment that may be required to perform services for Specific Task Orders shall be identified and reimbursable expense compensation established as part of that Specific Project Task Order.

This is **Appendix 2 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Standard Form of Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated September 1, 2017.

### **Standard Hourly Rates Schedule**

---

Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustment per Exhibit C. Hourly Rates for services effective on the date of this Agreement are:

<b><u>EMPLOYEE CLASSIFICATION:</u></b>	<b><u>HOURLY RATES:</u></b>
Principal	\$165.00
Sr. Project Manager II	\$165.00
Sr. Project Manager	\$155.00
Project Manager II	\$140.00
Project Manager I	\$130.00
Project Engineer II	\$120.00
Project Engineer I	\$105.00
Design Engineer II	\$95.00
Design Engineer I	\$85.00
Landscape Architect	\$100.00
Landscape Designer	\$90.00
Project Planner I	\$90.00
Planner II	\$80.00
Planner I	\$70.00
Designer IV	\$115.00
Designer III	\$105.00
Designer II	\$90.00
Designer I	\$75.00
CAD Technician III	\$70.00
CAD Technician II	\$65.00
CAD Technician I	\$60.00
Project Surveyor II	\$105.00
Project Surveyor I	\$90.00
Party Chief III	\$80.00
Party Chief II	\$60.00
Party Chief I	\$55.00
Surveyor Technician II	\$50.00
Surveyor Technician I	\$45.00
1-Man Robotic II	\$135.00
1-Man Robotic I	\$100.00
Resident Project Representative III	\$85.00
Resident Project Representative II	\$70.00
Resident Project Representative I	\$60.00
Intern Tech	\$35.00
Administrative Assistant	\$65.00

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated September 1, 2017.

### **Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

#### D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- B. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, by the RPR, supervise, direct, or have control over Contractor's work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in Paragraph A1.05 of Exhibit A as incorporated in the Task Order are applicable.
- C. The duties and responsibilities of the RPR are limited to those of Engineer in the Agreement with the Owner and in the Contract Documents, and are further limited and described as follows:
  1. General: RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
    - RPR's dealings in matters pertaining to a Contractor's work in progress shall in general be with Engineer and Contractor.
    - RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor.
    - RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by a Contractor and consult with Engineer concerning acceptability.

3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. Liaison:
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, and assist in providing information regarding the intent of the Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. Shop Drawings and Samples:
  - a. Record date of receipt of Samples and approved Shop Drawings.
  - b. Receive Samples which are furnished at the Specific Project Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. Review of Work and Rejection of Defective Work:
  - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Start-ups:

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over a Specific Project, record the results of these inspections, and report to Engineer.

10. Records:

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Specific Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Specific Project documentation to Engineer.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed change orders, work change directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system startup reports.

- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern..

12. Payment Requests:

- a. Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Certificates, Operation and Maintenance Manuals:

- a. During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by a Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. Completion:

- a. Participate in visits to the Project to assist in determining Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work. (See Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of a Contractor, subcontractors, suppliers, or a Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor's work.
5. Advise on, issue directions regarding, or assume control over security safety practices, precautions and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy a Specific Project in whole or in part.



This is **EXHIBIT E**, consisting of  2  pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated September 1 , 2017.

---

---

**NOTICE OF ACCEPTABILITY OF WORK**

---

---

PROJECT:

---

---

OWNER:

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 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 persons who receive said Notice and rely thereon agree:

1. Said 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. Said Notice reflects and is an expression of the professional judgment of Engineer.
3. Said Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. Said 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 Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner and under the Construction Contract referenced 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 Engineer's Agreement with Owner and the Construction Contract referenced on the reverse hereof.
5. Said Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract referenced in this Notice nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

This is **EXHIBIT G**, consisting of  2  pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated September 1 , 2017.

**Insurance**

---

Paragraph 6.04 of the Agreement is amended and 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: \$ 100,000
  - 3) Disease, Each Employee: \$ 500,000
- c. General Liability --
  - 1) Each Occurrence (Bodily Injury and Property Damage): \$ 1,000,000
  - 2) General Aggregate: \$ 2,000,000
- d. Excess or Umbrella Liability --
  - 1) Each Occurrence: \$ 2,000,000
  - 2) General Aggregate: \$ 2,000,000
- e. Automobile Liability –
  - 1) Combined Single Limit(Bodily Injury and Property Damage):  
Each Accident \$ 1,000,000
- f. Professional Liability –
  - 1) Each Claim Made \$ 2,000,000
  - 2) Annual Aggregate \$ 2,000,000
- g. Other (specify): \$ \_\_\_\_\_

2. By Owner: **(DELETED)**

a. ~~Workers' Compensation:~~ \_\_\_\_\_ ~~Statutory~~

b. ~~Employer's Liability~~

- 1) ~~Each Accident~~ \_\_\_\_\_ \$ \_\_\_\_\_
- 2) ~~Disease, Policy Limit~~ \_\_\_\_\_ \$ \_\_\_\_\_
- 3) ~~Disease, Each Employee~~ \_\_\_\_\_ \$ \_\_\_\_\_

e. ~~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~~

- 1) ~~Combined Single Limit (Bodily Injury and Property Damage):~~  
~~Each Accident~~ \_\_\_\_\_ \$ \_\_\_\_\_

f. ~~Other (specify):~~ \_\_\_\_\_ \$ \_\_\_\_\_

B. Additional Insureds:

- 1. ~~Engineer and the Consultants identified in the Task Order for a Specific Project shall 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.~~
- 2. **The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.**

This is **EXHIBIT J**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated September 1, 2017.

## **Special Provisions**

---

Work for which the Owner may require the services of the Engineer may include, but are not limited to:

- Design services for emergency city infrastructure repairs.
- Design services for repair of storm water drainage system.
- Design services for construction of streets, sidewalks and/or bikelanes.
- Surveying services.
- Geotechnical services.
- Construction administration and inspection of capital improvement projects.
- Obtaining right-of-way or easements for infrastructure repairs or capital improvement projects.
- Research to determine status of existing roads, rights-of-way or easements.
- Engineering analysis of roadway or drainage system failures to determine cause and corrective action(s).

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated September 1, 2017.

**Amendment To Task Order No. \_\_\_\_\_**

---

1. Background Data:

- a. Effective Date of Task Order Agreement:
- b. Owner:
- c. Engineer:
- d. Specific Project:

2. Description of Modifications

[Include the following paragraphs that are applicable 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 the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner with respect to the Task Order 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 under this Task Order is modified as follows:
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows:

[List other Attachments, if any]

3. Task Order Summary (Reference only)

- a. Original Task Order amount: \$ \_\_\_\_\_
- b. Net change for prior amendments: \$ \_\_\_\_\_

c. This amendment amount: \$ \_\_\_\_\_  
d. Adjusted Task Order amount: \$ \_\_\_\_\_

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

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER:

ENGINEER:

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

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

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

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

Date  
Signed: \_\_\_\_\_

Date  
Signed: \_\_\_\_\_



# City of Greenville, North Carolina

Meeting Date: 9/11/2017  
Time: 6:00 PM

**Title of Item:** Contract with Cardno, LLC for EPA Brownfields Project Management

**Explanation:** **Abstract:** The Environmental Protection Agency (EPA) awarded the City a \$200,000 Assessment Grant (Hazardous Substances), which will enable the City to work with private and public sector partners to prepare sites for redevelopment. The City has an existing 5-year contract with Cardno, LLC to manage the City's Brownfields program on a task order basis. Staff would like to add a task to manage this \$200,000 Grant. It is expected that Cardno, LLC will complete all agreed-to services in Attachment A by September 30, 2020.

**Explanation:** Based on a competitive procurement process that included a review of proposals as well as "in person" interviews, Cardno, LLC was selected as the most qualified firm to assist City staff with management of brownfields activities on a task order basis for 5 years in October 2013. The EPA awarded the City of Greenville a \$200,000 Brownfields Assessment Grant. These funds can be used by public and private sector parties to complete Phase I and Phase II Environmental Site Assessments and community outreach.

Assessment grants do not require a local match. With Cardno's assistance, City staff time on assessment grant projects will be minimal.

Once grant funds are available, staff will market the program to private and public sector partners.

**Fiscal Note:** All fees for the management consultant will be paid using the \$200,000 EPA Assessment Grant. Cardno, LLC has agreed to a time and material contract for a total that includes both the cost of assessments and Cardno fees that are not to exceed \$192,000.

**Recommendation:** Staff recommends that the City Council authorize the City Manager to approve a contract with Cardno, LLC to perform services as outlined in Attachment A in an amount not to exceed \$192,000.



---

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

**Attachments / click to download**

 [A1a\\_MSA-TO-02\\_Greenville\\_CWA-FY17](#)

---



# Master Professional Services Agreement TASK ORDER

Cardno Project ID: TBD

**Client:** City of Greenville, NC

**Task Order No.** 02

**Date:** July 1, 2017

**Client Purchase Order No.** MSA – Dated October 1, 2013

**PROJECT:** Greenville Brownfield Program – FY17 Community-Wide Assessment (CWA)

This order is issued pursuant to our Agreement dated October 1, 2013 and unless otherwise specified herein, the performance of services hereunder and the payment thereof shall be subject to the terms and conditions of said Agreement. The services authorized hereunder are described below.

**DESCRIPTION OF SERVICES:** Cardno shall perform the following Services (hereafter "Services"):

See attached Scope of Work (SOW), Exhibit A, per the approved EPA Cleanup Work Plan.

**ESTIMATED TOTAL COST:** \$192,000

**Schedule:** Commencement Date: July 1, 2017

Estimated Completion Date: September 30, 2020

**Contract Price:** Subject to the terms below, Client will compensate Cardno as follows:

Cardno will invoice monthly on a not-to-exceed Time & Materials basis per the prevailing rate schedule (attached as "Exhibit B – Cardno 2017 Rate Schedule").

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by any government entity on fees for services. Such taxes will be added to all invoices as required.

Where the Services or services conditions change, Cardno shall submit to the Client in a timely manner, documentation of the revisions adjusting the Contract Services Time and Price as required.



# Master Professional Services Agreement TASK ORDER

Unless otherwise specified, charges for services are based on Cardno's Cardno 2017 ("Rate Schedule"). The Rate Schedule is subject to escalation from time to time.

**Cost Estimate:** Any opinion of costs of construction prepared by Cardno is supplied only for the general guidance of the Client. Cardno has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors' methods of determining prices, or other competitive bidding or market conditions. Cardno's preparation of Cost Estimates are made on the basis of Cardno's experience and judgment and are Cardno's opinion of the cost of construction and not a guarantee of the accuracy of such opinion as compared to contract bids or actual costs to Client. Cardno does not warrant that bids or ultimate construction costs will not vary from its opinion of cost estimates.

**Reimbursable Expenses:** As contemplated throughout this Agreement, Reimbursable Expenses are an obligation of the Client and such Reimbursable Expenses will be included on the invoices issued to Client per the Cardno fee schedule.

**CARDNO'S REPRESENTATIVE:** Brian Kvam

**CLIENT'S REPRESENTATIVE:** Roger Johnson

**ACCEPTED:**

Cardno, Inc.

City of Greenville, NC

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

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

Title: Senior Project Manager

Title: Ann E. Wall, City Manager

Date: August 3, 2017

Date: \_\_\_\_\_

## **EXHIBIT A – Greenville FY17 CWA Task Order-02**

### **Services:**

Cardno anticipates performing the following tasks in implementing the City of Greenville's Brownfields Community-wide Assessment Grant awarded by the United States Environmental Protection Agency (EPA) in June 2017.

### **TASK 1 -PROJECT MANAGEMENT AND REPORTING**

Cardno will assist the City in the management of this project in accordance with the work plan and all required statutes, circulars, and terms & conditions, including establishment and maintenance of necessary cooperative agreement records and files; financial management, project oversight, attendance at necessary project meetings, and attendance at EPA conferences and/or meetings and conferences deemed appropriate by the City. Cardno will complete and submit quarterly progress reports, Disadvantaged Business Enterprise (DBE) Reports, Property Profile Forms, Federal Financial Reports (FFRs / SF-425), and a Final Technical Report. Further, we will update the ACRES database with information at appropriate times in the assessment process.

### **TASK 2 - PUBLIC INVOLVEMENT / COMMUNITY OUTREACH**

Cardno will update the existing Community Engagement Plan (CEP) to ensure that community concerns are considered in the assessment of brownfields properties in the City. At a minimum, the CEP will detail outreach efforts to include appointing a spokesperson to respond to public, media, or other information requests; maintaining and updating the existing Program website ([www.ctcbrownfields.com/greenville\\_nc](http://www.ctcbrownfields.com/greenville_nc)); maintaining an information repository; and scheduling and attending public meetings to provide information, education, and updates about the program.

### **TASK 3 - SITE INVENTORY AND CHARACTERIZATION**

We will review and update, as necessary, the existing Brownfields Site Inventory to identify and prioritize site with hazardous substance concerns for assessment and redevelopment. We will review and upgrade, if necessary, the property ranking system and apply it to each of the properties in the inventory to focus the majority of the effort on the sites that have the greatest potential for the end user.

#### ***Phase I ESAs***

The American Society for Testing & Materials (ASTM) Standard Practice for Environmental Site Assessment (E-1527-05, or appropriate standard at the time of completion) and EPA's All Appropriate Inquiry (AAI) Rule will be followed on each of the selected parcels in the study area. The focus of assessments will be collection and reporting of information in evaluating business environmental risk in a commercial real estate transaction, rather than solely assisting in satisfying base due diligence issues under Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

#### ***Phase II ESAs***

Based upon the results of the Phase I ESAs, we will conduct Phase II ESAs under the direction of the City on the highest priority sites. The Phase II ESA is an effort to characterize the occurrence, distribution, nature and extent of petroleum and hazardous compounds in soil and groundwater at a property through site specific sampling and analysis. At the start of the project and as required by EPA Region 4, we will update the previously approved Generic Quality Assurance Project Plan (QAPP) to include procedures for assessing and handling media contaminated with both hazardous and petroleum substances (overlapping hazardous and petroleum grants). Prior to conducting Phase II ESA field activities, we will prepare Site-specific QAPP Addenda (as necessary), which will include the site-specific Sampling and Analysis Plan (SAP), and an Environmental Health and Safety Plan (HASP) for each site selected. The results of any Phase II ESA investigation will be documented in a Site Investigation Report (SIR) or Phase II ESA Report.

### ***Endangered Species Act and National Historic Preservation Act Reporting***

EPA may require an endangered species and cultural resource survey to be completed on sites where Phase II ESA activities will be conducted. A letter report describing the results of our investigations and the potential effect of the proposed project on protected species or cultural resources will be prepared, as necessary, and provided to the City.

### **TASK 4 - CLEANUP PLANNING / REDEVELOPMENT PLANNING**

The ultimate goal for redevelopment is to provide potential site developers and/or other stakeholders with documents that quantify and qualify the environmental risks on a particular property. Subsequent to assessment activities, Cardno will develop remediation and cleanup plans on property(ies) determined to be the highest priority, as necessary and as funding allows. These activities will include the development of an Analysis of Brownfield Cleanup Alternatives (ABCA). The purpose of the ABCA is to identify potentially applicable remediation alternatives and estimating the nature, extent, duration, and cost of implementing site remediation activities. Data collected from site assessment activities in conjunction with any other data available for the property(ies) will be used as the basis for evaluating potential remedial alternatives. ABCA(s) developed for properties assessed under this grant will be submitted to EPA and NCDEQ for review and approval.

As a part of the redevelopment planning, one or two visioning or redevelopment workshops may be conducted to gather community input on redevelopment options for selected properties. Properties selected for redevelopment will be based on reuse alternatives identified through community outreach activities. The level of remedial action can then determine how to best meet the needs of the community and a future developer. Cardno will assist in negotiating brownfields agreements with NCDEQ, if needed.

#### **Period of Performance:**

The services shall be completed between July 1, 2017 and September 30, 2020. This can be extended upon written consent of both parties.

#### **Estimated Cost**

This is a time and material type contract with a total not-to-exceed cost of \$192,000.00. Correspondingly, Contractor shall invoice monthly in accordance its prevailing Time and Material Rate Schedule attached hereto and incorporated by reference. The total not-to-exceed cost can be increased with the prior written approval of both parties.

#### **Technical Points of Contact:**

##### **Contractor:**

Brian Kvam  
Senior Project Manager  
Cardno  
1812 Lincoln Street, Suite 301  
Columbia, South Carolina 29201  
(803) 929-6071  
[brian.kvam@cardno.com](mailto:brian.kvam@cardno.com)

##### **Client:**

Roger Johnson  
Economic Development Manager  
City of Greenville  
PO Box 7207  
Greenville, North Carolina 27835  
(252) 329-4510  
[rdjohnson@greenvillnc.gov](mailto:rdjohnson@greenvillnc.gov)

**Exhibit B – Rate Schedule****2017 CONSULTING SERVICES RATE SCHEDULE**

<b>LABOR RATES</b>	
<b>CLASSIFICATION</b>	<b>RATE</b>
EXPERT WITNESS	\$270
PROJECT DIRECTOR	\$190
BROWNFIELDS SPECIALIST III	\$180
PROJECT MANAGER / GEOLOGIST / ENGINEER III	\$150
PROFESSIONAL GEOLOGIST / ENGINEER	\$145
ENVIRONMENTAL SCIENTIST III	\$130
GEOLOGIST / ENGINEER II	\$125
LANDSCAPE ARCHITECT II	\$125
3 MAN SURVEY CREW	\$125
PLANNER II	\$120
GIS SPECIALIST II	\$115
GEOLOGIST / ENGINEER II	\$110
BROWNFIELD SPECIALIST II	\$110
INSPECTOR (ASBESTOS, LEAD) I	\$110
DESIGNER II	\$110
ENVIRONMENTAL SCIENTIST II	\$105
PLANNER I	\$100
GIS SPECIALIST I	\$95
2 MAN SURVEY CREW	\$95
GEOLOGIST / ENGINEER I	\$90
ENVIRONMENTAL SCIENTIST I	\$90
LANDSCAPE ARCHITECT I	\$85
CAD OPERATOR/DRAFTSMAN II	\$85
DESIGNER I	\$75
FIELD TECHNICIAN III	\$75
BROWNFIELD SPECIALIST I	\$75
INSPECTOR (ASBESTOS, LEAD) I	\$70
BROWNFIELDS ADMINISTRATOR	\$70
FIELD TECHNICIAN II	\$65
CAD OPERATOR/DRAFTSMAN I	\$60
CLERICAL	\$60
FIELD TECHNICIAN I	\$55
TECHNICAL SUPPORT	\$55
INTERN	\$40



# City of Greenville, North Carolina

Meeting Date: 9/11/2017  
Time: 6:00 PM

**Title of Item:** Contract award to Game Time c/o Cunningham Recreation for the purchase and installation of playground equipment for Westpointe Village Park

**Explanation:** **Abstract:** On June 16, 2016, City Council approved funding for the purchase of land and the development of a new park on the west side of Greenville, within the adopted FY16-17 budget. The City executed an Offer to Purchase Agreement with Westpointe Properties, LLC on November 8, 2016, for the purchase of six acres at a total cost of \$228,581.96. The next step is to complete a park master plan, and prioritize projects for implementation. The playground purchase and installation will be the first phase in the development of Westpointe Village Park.

**Explanation:** On March 22, 2017, staff began the planning process for the development of Westpointe Village Park, meeting with area residents and stakeholders to establish the appropriate design elements and master plan recommendations. There was a consensus among stakeholders at this meeting (and at a subsequent public input meeting on July 26, 2017) that a playground area was a desired element that should be included in the master plan.

On June 8, 2017, City Council approved funding for the Phase I development of Westpointe Village Park in the adopted FY17-18 budget. Phase I of master plan implementation will include the design, materials, equipment, and installation of a playground area. Staff has negotiated the purchase and installation of playground equipment from Game Time c/o Cunningham Recreation in the total amount of \$116,900.88, through a U.S. Communities Government Cooperative Contract, which provides a 30% discount from standard pricing.

**Fiscal Note:** Within the FY15-16 budget, Council approved \$300,000 towards the acquisition of parkland and the development of this park. In the FY17-18 budget, Council approved \$172,000 for the Phase I development of Westpointe Village Park bringing the total amount to date for acquisition and development to \$472,000. The City purchased 6 acres for \$228,581.96, and has negotiated the


purchase and installation of playground equipment for a total amount of \$116,990.88. Funds remaining total \$125,064.66, and will support further development and implementation of the park master plan.

**Recommendation:** Authorize City staff to execute the U.S. Communities Government Cooperative Contract with Game Time c/o Cunningham Recreation for playground equipment purchase and installation, with the total price not to exceed \$116,990.88.

---

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

**Attachments / click to download**

 [Quote](#)

 [Westpointe Village Park Rendering](#)

---




# Greenville Recreation & Parks Department Purchase Request Form

<b>Requested By:</b> Lamarco M. Morrison	<b>Date of Request:</b> 06/21/2017
<b>Suggested Vendor:</b> Cunningham Recreation	
<b>Phone:</b> 800-438-2780	<b>Delivery Date:</b> October 30, 2017
<b>To Be Shipped To:</b> N/A; contractor to install onsite	
<b>Account Number:</b> 010-01-40-51-000-000-534005-WPKD <b>US Communities Contract #201700134</b>	

Quantity	Unit of Measure	Description	Unit Cost	Total Cost
1	Lump Sum	Playground equipment and installation at Westpointe Village Park	\$116,990.88	\$116,990.88
		<b>TOTAL</b>		<b>\$116,990.88</b>

**Type of Purchase Requested:**

Credit Card \_\_\_\_\_ P.O. Number   X   Check Voucher \_\_\_\_\_ Other \_\_\_\_\_

<b>Manager Approval:</b> 	
<b>Director Approval:</b>	<b>Approved &amp; Sent:</b>
<b>Received:</b>	<b>Date Sent to City Hall:</b>
<b>Request #</b>	<b>P.O. Number</b>



GameTime c/o Cunningham Recreation  
 PO Box 240981  
 Charlotte, NC 28224  
 800.438.2780  
 704.525.7356 FAX

Attachment number 1  
 Page 2 of 3  
**QUOTE**  
 #124750

08/01/2017

**Westpointe Village Park Playground (Option # 4 - Revised)**

Greenville Recreation & Parks, NC  
 Attn: Lamarco Morrison  
 Stantonsburg Road  
 Greenville, NC 27834  
 Phone: 252-329-4242  
 Fax: 252-329-4464  
 lmorrison@greenvillenc.gov

Project #: P88565  
 Ship To Zip: 27834

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Xscape Modular Structure for Ages 2-5 (per attached drawing) <i>Custom - [Basic: (MT) Metallic] [HDPE: (BL) Blue] [Roto Plastic: (BL) Blue] [Handgrip: (PR) Primary] Custom - [Accent: (SG) Spring Green] [Web: (1) Black] [Fabric 1: (RB) Royal Blue] [Deck:Pvc: (BL) Blue]</i> (1) 4842 -- Echo Chamber Ass'Y (1) 4847 -- Hypno Wheel Ass'Y (13) 26094 -- Triangular Shroud (1) 36000 -- Bubble Climbing Wall (1) 36007 -- Ashiko & Djembe (1) 36008 -- Rock Climbing Wall (1) 36009 -- Gizmo (1) 36011 -- Worm Hole Link (1) 36014 -- Arched Chain Net Link (1) 36015 -- Pod Rocker (1) 36022 -- 90 Deg 2 Way X-Pod Step (1) 36023 -- 3 Way X-Pod Step (1) 36029 -- Double Link Cross Beam (1) 36038 -- 3 Way X-Pod Step W/ Umbrella Canopy (1) 36041 -- 3' Xscape Zip Slide With Hdpe Insert (1) 36064 -- Bongos (1) 36068 -- Grip Rail Link (1) 36070 -- Cruise Rails	\$35,055.00	\$35,055.00
1	RDU	GameTime - PowerScape/Ionix Hybrid Structure for Ages 5-12 (per attached drawing) <i>Custom - [Accent: (SG) Spring Green] [Basic: (MT) Metallic] [HDPE: (BL) Blue] Custom - [Basic: (MT) Metallic] Custom - [Roto Plastic: (BL) Blue] Custom - [Deck:Pvc: (BL) Blue] [Fabric 1: (RB) Royal Blue] Custom - [Arch: (SG) Spring Green]</i>	\$62,543.00	\$62,543.00



GameTime c/o Cunningham Recreation  
 PO Box 240981  
 Charlotte, NC 28224  
 800.438.2780  
 704.525.7356 FAX

Attachment number 1  
 Page 3 of 3  
**QUOTE**  
 #124750

08/01/2017

**Westpointe Village Park Playground (Option # 4 - Revised)**

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - 3-Bays of PrimeTime Swings (per drawing) <i>Custom - [Basic: (MT) Metallic]</i> (2) 5128 -- Expression Swing 3 1/2" X 8' (4) 8910 -- Belt Seat 3 1/2"Od(8910) (1) 12583 -- Ada Primetime Swing Frame, 3 1/2" Od (2) 12584 -- Ada Primetime Swing Aab, 3 1/2" Od	\$5,880.00	\$5,880.00
1	4858	GameTime - Access Playcurb-W/Adap	\$495.00	\$495.00
73	4862	GameTime - Playground Border	\$48.00	\$3,504.00
1	INSTALL	MISC - Installation of Above	\$37,560.00	\$37,560.00
1	MISC	GameTime - Owner's Kit (No Charge)	(\$50.00)	(\$50.00)
1	178749	GameTime - Owner'S Kit	\$50.00	\$50.00

\* Site must be clear, level, free of obstructions, and accessible.

\* Surfacing is the responsibility of the customer (or priced upon request).

SubTotal: \$145,037.00  
 Discount: (\$37,699.73)  
 Tax: \$7,653.61  
 Freight: \$2,000.00  
**Total Amount: \$116,990.88**

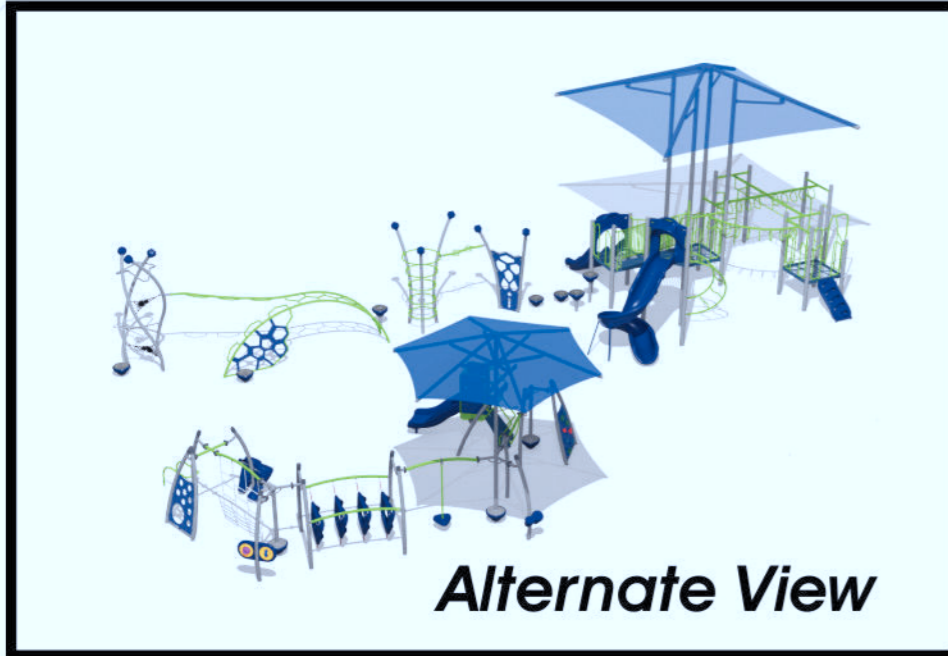
\* US Communities Contract #201700134

Contract: USC



# Westpointe Village Park Playground Option 3

Design • Build • PLAY!



Item # 7



# City of Greenville, North Carolina

Meeting Date: 9/11/2017  
Time: 6:00 PM

**Title of Item:** Report on Bids and Contracts Awarded

**Explanation:** **Abstract:** The Director of Financial Services reports the following 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 July and August.

<u>Date Awarded</u>	<u>Description</u>	<u>Vendor PO Number</u>	<u>Amount</u>	<u>MWBE Vendor?</u>	<u>Does Local Preference Apply?</u>
7/25/2017	Jaycee Park Roof Replacement - Sections B, G, & H	Triangle Roofing Services 18000013	\$64,800.00	No	No
8/3/2017	Tire Carousel (Vertical Storage Solution)	VIDIR 18000025	\$88,520.00	No	No

**Fiscal Note:** Funding for the bids and contracts awarded are included in the City of Greenville's 2017-2018 budget ordinance.

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

---

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

**Attachments / click to download**

 [Tire Carousel](#)

 [Jaycee Park Roof Replacement](#)

---



# Request for Verbal/Written Quotations

City of Greenville  
 Financial Services/Purchasing  
 P.O. Box 7207  
 201 West Fifth Street  
 Greenville, NC 27835  
 Telephone: 252-329-4664  
 Fax: 252-329-4464

Requestor	Vendor 1	Vendor 2	Vendor 3
	Local <input type="checkbox"/> MWBE <input type="checkbox"/>	Local <input type="checkbox"/> MWBE <input type="checkbox"/>	Local <input type="checkbox"/> MWBE <input type="checkbox"/>
<b>Department: Public Works</b>	VIDIR	AHT	Stanley Black & Decker
<b>Requestor: Ross Peterson</b>			
<b>Date: 8/3/2017</b>			

No.	Description	Quantity	Unit of Measure	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension
1	Tire Carousel including delivery and installation	3	Each	\$29,506.66	\$88,520.00	\$31,984.33	\$95,953.00	\$31,319.83	\$93,959.50
2									
3									
4									
5									

<b>Subtotal</b>			
<b>Tax</b>			
<b>Total</b>	\$88,520.00	\$95,953.00	\$93,959.50

**Note:** All pricing shall include all discounts and freight. Additionally, all pricing should be FOB Destination to the City of Greenville. A copy of this Request for Verbal Quotes Form shall be forwarded to the Purchasing Division as an attachment to the purchase order requisition and will be filed with applicable purchase order for proper documentation of award and compliance with all City policies and procedures.



**RECREATION AND PARKS**

**BID TABULATION SHEET  
City of Greenville, North Carolina  
Recreation and Parks Department**

Item # 8

<b>Project Name:</b>	Jaycee Park Roof Replacement - Section B, G & H	<b>Project No.</b>	PC-0019
<b>Opening Location:</b>	Jaycee Park Building 2000 Cedar Lane, Greenville, NC	<b>Bid Opening Date:</b>	Friday, June 30, 2017 10:00 AM

Contractor Name	Pre-bid & Site visit	Ack. Addenda	MWBE Forms	IDA Signed	Bid Amount
T team Craft Roofing	Yes	Yes	Yes	Yes	\$84,477.00
Triangle Roofing Services Inc	Yes	Yes	Yes	Yes	\$64,800.00
Curtis Construction Co. Inc	Yes	Yes	Yes	Yes	\$81,700.00
Owens Roofing, Inc.	Yes	Yes	Yes	Yes	\$69,715.00

Certified by:   
Mike Watson, Parks Coordinator





# City of Greenville, North Carolina

Meeting Date: 9/11/2017  
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:

<b>Payee</b>	<b>Adjustment Refunds</b>	<b>Amount</b>
Banilla Games, Inc	Registered Motor Vehicle	173.84
Blevins, Thomas G.	Registered Motor Vehicle	202.80
Clemons, Pamela L.	Registered Property Tax	131.00
Doug Henry Ford of Ayden	Registered Property Tax	106.21
Harrington, Tommy B. Sr.	Registered Motor Vehicle	111.72
Hinojosa, Oralia	Registered Property Tax	223.22
Howard, Phillip W. IV	Registered Motor Vehicle	335.93
Jones, Tonya M.	Registered Motor Vehicle	109.35
Watts, Brittany S.	Registered Motor Vehicle	132.60
Wilson, Moses	Registered Property Tax	202.20

**Fiscal Note:** The total to be refunded is \$1,728.87.

**Recommendation:** Approval of tax refunds by City Council.

---

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

**Attachments / click to download**

---



# City of Greenville, North Carolina

Meeting Date: 9/11/2017  
Time: 6:00 PM

---

**Title of Item:** Presentations by Boards and Commissions

- a. Firefighter's Relief Fund Committee
- b. Planning and Zoning Commission
- c. Public Transportation and Parking Commission

**Explanation:** The Firefighter's Relief Fund Committee, Planning and Zoning Commission, and Public Transportation and Parking Commission are scheduled to make their annual presentations to City Council at the September 11, 2017 meeting.

**Fiscal Note:** No direct cost.

**Recommendation:** Hear presentations from the Firefighter's Relief Fund Committee, Planning and Zoning Commission, and Public Transportation and Parking Commission.

---

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

Attachments / click to download

---



# City of Greenville, North Carolina

Meeting Date: 9/11/2017  
Time: 6:00 PM

**Title of Item:** Municipal Agreement with the North Carolina Department of Transportation for 2017 Greenville Americans with Disabilities Act (ADA) Ramp Replacement Project

**Explanation:** **Abstract:** The North Carolina Department of Transportation (NCDOT) has offered to partner with the City to upgrade ADA ramps on City-maintained streets that do not meet current standards using State funds. This agreement requires the City to provide a 20% match.

**Explanation:** Earlier this year, NCDOT Division 2 staff notified the City that funding was available to update existing ADA ramps across all of Division 2, of which Greenville is a part, to current ADA standards. To participate, NCDOT requested the City assist with the project by preparing the environmental document, developing a list of potential ramp locations and associated maps, and agreeing to fund 20% of the cost for ramps on City-maintained streets. NCDOT agrees to prepare the contract document, advertise and bid the project, handle all contract administration, including inspection and testing, and fund the remaining 80% of costs.

The list of potential ramp locations requested by NCDOT included the restriction that all proposed work must be able to be performed within existing right-of-way to avoid the need to acquire easements. Staff developed a list of approximately 150 intersections that included over 500 ramps. Due to availability of funding, this list was prioritized and narrowed to approximately 335 ramps. An overall map is attached showing the intersections where ramp upgrades are proposed. A list of those locations is included as an exhibit to the municipal agreement.

This program is of great benefit to the City in that we typically pay for 100% of the cost for ADA ramp upgrades that are required anytime we resurface or reconstruct any City streets. NCDOT has estimated the cost of the proposed work to be \$930,000. Based upon the 20% cost share, the anticipated cost to the City will be \$186,000 thus saving the City \$744,000 if the City was to undertake such upgrades on its own.

This proposed agreement with NCDOT furthers the City's program to update existing pedestrian facilities to be compliant with ADA standards as required by the US Department of Justice.


**Fiscal Note:** Funding for this municipal agreement will be provided from Powell Bill funds.

**Recommendation:** City Council approve the municipal agreement with NCDOT to fund ADA ramp upgrades within the City of Greenville in the amount of \$186,000.

---

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

**Attachments / click to download**

 [Municipal Agreement](#)

 [Ramp Replacement Map](#)

NORTH CAROLINA  
PITT COUNTY

**DOT CONSTRUCTION MAINTENANCE AGREEMENT**

DATE: 8/22/2017

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

AND

WBS Elements: 44912.3.5

CITY OF GREENVILLE

THIS 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, 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 44912.3.5, in Pitt County; 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 applicable 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 Municipality has agreed to participate in the cost of 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 curb ramp upgrade to construct ADA compliant ramps at the various intersections listed (see Exhibit A).

**PHASES OF WORK**

2. The Department shall be responsible for all phases of the project, including planning, design, construction and contract administration. All work shall be done in accordance with Departmental standards, specifications, policies and procedures.

## **FUNDING**

3. The total estimated Project cost is \$930,000. The Municipality shall reimburse the Department the twenty percent (20%) fund match for actual cost of all work performed by the Department, including administrative costs. The estimated cost to the Municipality is \$186,000.
4. Upon completion of the Project the Department will invoice the Municipality for their share of the actual costs of work performed by the Department. 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.
5. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment herein above provided, North Carolina General Statute 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by the General Statutes of North Carolina, Section 136-41.1 until such time as the Department has received payment in full under the reimbursement terms set forth in this Agreement. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with G.S. 147-86.23.

## **RIGHT OF WAY AND UTILITIES**

6. All work shall be performed within the existing right of way and in accordance with Departmental standards, policies and procedures.
7. The Department does not anticipate the need to relocate and adjust any municipally-owned utilities at this time. If during the project it becomes necessary to adjust or relocate the municipally-owned utilities, a separate Supplemental Agreement will be prepared at the appropriate time.

## **MAINTENANCE**

8. The Municipality, at its own expense, shall be responsible for all liability and maintenance responsibilities for said ramps upon completion of the project.

## ADDITIONAL PROVISIONS

9. The Department shall not be liable and shall be held harmless from any and all claims that might arise on account of the Municipality negligence and/or responsibilities under the terms of this agreement and/or project.
10. 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).
11. 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](http://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.



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.

ATTEST: CITY OF GREENVILLE  
BY: \_\_\_\_\_ BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

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)

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.

Federal Tax Identification Number  
\_\_\_\_\_

(SEAL)

Remittance Address:  
City of Greenville  
\_\_\_\_\_  
\_\_\_\_\_

DEPARTMENT OF TRANSPORTATION  
BY: \_\_\_\_\_  
(CHIEF ENGINEER)

DATE: \_\_\_\_\_

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_

(See attached, Exhibit A)

Exhibit A (1 of 1)

PRIORITY	Name	From	NW Corner	NE Corner	SE Corner	SW Corner	Comments
1	E 1ST ST	COTANCHE ST				4	
1	E 2ND ST 1B	COTANCHE ST	2A	2A	2A	2A	
1	E 2ND ST 1C	BEADE ST	2A	2	2A	2A	
1	E 3RD ST 1B	COTANCHE ST	2A	2A	2A	1/3*	*EXISTING WCR FACING NORTH NEEDS ONLY DOMES
1	E 3RD ST 1C	BEADE ST	2A	2A	2A	2A	
1	E 4TH ST 1B	COTANCHE ST	4	4	2A	2A	
1	E 4TH ST 1C	BEADE ST	4	2A	2A	2A	
1	E 5TH ST	COTANCHE ST	4A	4A	2A	2A	
1	W 1ST ST 1A	EVANS ST					
1	W 1ST ST 1C	N GREENE ST	848.05 X2	848.05 X2	4	4	
1	W 1ST ST 1D	S PITT ST	DOMES ONLY	4	COMB. OF 2A AND 4	4	
1	W 2ND ST 1A	EVANS ST	848.05 AND 1	4	4	848.05 X2	
1	W 2ND ST 1B	S WASHINGTON ST	4	4	1/HALF OF 4	4	
1	W 2ND ST 1C	S GREENE ST	4	4	848.05 X2	4	
1	W 3RD ST 1A	EVANS ST	2A	2A	2A	2A*	*MOVE STREET LIGHT
1	W 3RD ST 1B	S WASHINGTON ST	4	4	4	2A	
1	W 3RD ST 1C	S GREENE ST	2A	848.05 X2	2 (X2)	2/HALF OF 4A	
1	W 3RD ST 1D	S PITT ST	2 (X2)	2 AND 848.05	2 (X2)	2 (X2)	
1	W 4TH ST 1A	EVANS ST	4	2A	2A	4	
1	W 4TH ST 1B	S WASHINGTON ST	848.05 X2	2 AND 848.05*	1/2 OF 4, AND 2	4	*MOVE FIRE HYDRANT
1	W 4TH ST 1C	S GREENE ST	4	848.05 X2*	4	4	*MOVE LIGHT POLE
1	W 5TH ST 1A	EVANS ST		2A			
1	W 5TH ST 1B	S WASHINGTON ST	2A	DOMES ONLY, AND 848.05	2 (X2)	2	
1	W 5TH ST 1C	S GREENE ST		848.05 X2	4	4	
2	E 4TH ST 1E	S HOLLY ST			2A	2A	
2	E 4TH ST 1F	S SUMMIT ST	2A	2A	2A	2A	
2	E 4TH ST 1G	S JARVIS ST	4A	2A	4A	4A	
2	E 4TH ST 1H	STUDENT ST	4A	4A	4A	4A	
2	E 4TH ST 1I	BILTMORE ST	2A	2A	4A	4A	
2	E 4TH ST 1J	S ROTARY AV	2A	2A	4A	4A	
2	E 4TH ST 1K	S HARDING ST	2A	2A	4A	4A	
2	E 4TH ST 1L	S LIBRARY ST	2A	2A	4A	4A	NE - Curb only
2	E 4TH ST 1M	S EASTERN ST	4A	4A	4A	4A	NE - Curb only
2	E 4TH ST 1N	JOHNSTON ST	2A	3	4A	4A	NW, NE - Curb only
2	E 4TH ST 1O	LEWIS ST	2A	2A	2A	4A	NE - Curb only
2	E 4TH ST 1P	S MEADE ST	2A	2A	2A	2A	NW, SE - Curb only, NW Gas Valve & PP
2	E 5TH ST 1B	TRUSTEES WY	3	3	4A	2A	SE - Curb only, PP Conflict at SW
2	E 5TH ST 1D	S SUMMIT ST	4A	4A	848.05	848.05	Granite at North side
2	E 5TH ST 1E	S JARVIS ST	4A	4A	4A	4A	T-intersection with no x-walks added
2	E 5TH ST 1F	STUDENT ST	4A	4A	3	3	T-intersection - add x-walks at both sides.
2	E 5TH ST 1G	BILTMORE ST	4A	4A	3	3	T-intersection - add x-walks at both sides.
2	E 5TH ST 1H	S ROTARY AV	4A	4A	3	3	T-intersection - add x-walks at both sides. Replace 1 x-walk mis-aligned
2	E 5TH ST 1I	FOUNDERS DR	3	3	4A	4A	Add 2 - x-walk to north side
2	E 5TH ST 1J	S HARDING ST	4A	4A	3	3	T-intersection - add x-walks at both sides
2	E 5TH ST 1K	S LIBRARY ST	4A	4A	3	3	T-intersection - add x-walks at both sides
2	E 5TH ST 1L	BECKWITH DR	4A	4A	4A	4A	4A's modified to a single ramp
2	E 5TH ST 1M	S EASTERN ST	4A	4A	3	3	NE - 4A modified to a single ramp
2	E 5TH ST 1N	LEWIS ST	4A	4A	4A	4A	
2	E 5TH ST 1O	S MEADE ST	4A	4A	4A	4A	SE And SW needs Raised Dimples Curb may be ok.
2	E 5TH ST 1P	MAPLE ST	4A	4A	4A	4A	SE/SW 4A'S Modified to a Single
2	E 5TH ST 2A	S ELM ST	4A	4A	4A	4A	
2	HOWELL ST A	EVANS ST	Type 4	Type 4	Type 4*	Type 4*	* No sidewalk

Exhibit A (1 of 2)

PRIORITY	Name	From	NW Corner	NE Corner	SE Corner	SW Corner	Comments
2	HOWELL ST B	HOPKINS DR			Type 1	Type 2	
2	HOWELL ST C	S GREENE ST			Type 2	Type 1	
2	HOWELL ST D	S PITT ST			Type 4A	Type 1	
2	HOWELL ST F	MCCLELLAN ST			Type 1	Type 3	
2	HOWELL ST G	BEATTY ST	Type 1	Type 1			
2	HOWELL ST H	HENRY ST	Type 1	Type 1			
2	HOWELL ST I	GARLAND ST (SOUTH)	Type 1	Type 1			
2	HOWELL ST J	GARLAND ST (NORTH)	Type 1	Type 1			
2	HOWELL ST K	AMES ST			Type 1	Type 1	
2	HOWELL ST L	S SKINNER ST	Type 4A#	Type 4A#	Type 4*		# No sidewalk # No sidewalk infrastructure may be in the way
2	HOWELL ST M	PERKINS ST			Type 2	Type 2	
2	E 5TH ST 1C	S HOLLY ST	4A	4A			Added to list - 4A's modified to a single
3	CONTINENTEA ST 1A	FAIRFAX AV	Type 5	Type 2	Type 2	Type 4A	No Sidewalks or Ramps. Curb only. Utility Conflicts SE, SW
3	CONTINENTEA ST 1B	COLONIAL AV	Type 4	Type 2	Type 2A	Type 4	No Sidewalks or Ramps. Curb only. Utility Conflicts NW
3	CONTINENTEA ST 1E	WARD ST	Type 4A	4A	4A	4A	Sidewalk on NW Corner. No Ramp
3	CONTINENTEA ST 1F	W 5TH ST	4A	4A	4A	4A	Sidewalks on 5th St.
3	DAVIS ST 1A	FAIRFAX AV	3	4A	4A	4A	Sidewalk on SW Corner with No ramp. Curb only on other corners
3	DAVIS ST 1AA	COLONIAL AV	4A	4A	4A	4A	NW, SW has sidewalk. SW has single ramp. Curb only on others
3	DAVIS ST 1D	WARD ST NORTH	4A	3	4A	4A	T-intersection. Sidewalk on NE and SE. Curb only on others
3	DAVIS ST 1E	WARD ST SOUTH	3	4A	4	3	T-intersection. Sidewalk on NE and SE. Curb only on others
3	DAVIS ST 1F	W 5TH ST	4A	4A	3	3	T-intersection. Sidewalk on NE and SE. Curb only on others
3	ELIZABETH ST SLIP RAMP	W 5TH ST	848.05	4A	3	4A	Granite curb on NW, NE, SE. Modify SW ramp to 4A for x-walk
3	LATHAM ST A	WARD ST	4A	4	3	4A	Sidewalk on both streets. Possible utility and driveway conflict on SW
3	LATHAM ST B	WARD ST	4A	4A	4A	4A	Granite curb on all corners. No sidewalk on NE. Utility conflict on SE
3	VANCE ST 1C	W 4TH ST	4A	4A	4A	4A	Sidewalk on 3rd St. Ramps present
3	VANCE ST 1D	W 4TH ST	4A	4A	4A	4A	Sidewalk on 4th St. Granite curb and utility conflict on SE corner
3	VANCE ST 1F	W 5TH ST	4A	4	4A	3	Tree in conflict on NW corner. Utility conflict on NE corner
3	W 3RD ST 2B	NEW ST	4A	4A	3	3	NW and SW Utility conflicts. SE and SW no sidewalk. Curb only 1 x-walk
3	W 3RD ST 2C	PLANT ST	1	Domes Only			Railroad tracks. No sidewalk on Southside
3	W 3RD ST 2D	ELIZABETH ST	3	3	4A	4A	Sidewalk present. T-intersection
3	W 3RD ST 2E	LATHAM ST	3	3	4A	4A	Sidewalk present. Utility conflict on SE corner
3	W 3RD ST 2F	CONTINENTEA ST	4A	4A	4A	4A	Sidewalk present. Utility conflict on SE corner
3	W 3RD ST 2G	VANCE ST	4A	4A	4A	4A	Sidewalk present
3	W 3RD ST 2I	WHITE ST	4A	4A	4A	4A	Sidewalk present. Catch basin in conflict on SW corner
3	W 4TH ST 2A	S PITT ST	2	2	3	2	
3	W 4TH ST 2C	ELIZABETH ST	4A	4A	2A	4A	Granite curb on NW corner. Curb maybe good on SE corner
3	W 4TH ST 2D	LATHAM ST	4A	848.05	4A	4A	Granite curb on NW and SE corners. NE has a bus stop. SE utility conflicts
3	W 4TH ST 2E	CONTINENTEA ST	4A	4A	4A	4A	NW and SW corner has ramp possible curb only need dimples. NE Granite.
3	W 4TH ST 2G	DAVIS ST	4A	4A	4A	4A	Granite curb and utility conflicts
3	W 4TH ST 2H	WHITE ST	1	2	4	4A	Skewed Inter. Single ramps. SW needs dimples but may be ok
3	W 5TH ST	ELIZABETH ST SLIP RAMP		1 and 848.05	3 and 3		NE has traffic island. Landscaping stays. SW is a driveway
3	W 5TH ST 1D	PITT ST	2	2	2	2	NW and SW curbing may be good
3	WHITE ST 1A	W 5TH ST	4A	4A	4A	4A	NW and SW Catch Basin conflicts
3	WHITE ST 1B	WARD ST	4	4	1	4A	Curb only
3	WHITE ST 1E	COLONIAL AV	4	4	4A	4A	NW fire hydrant in conflict. Curb only on all
3	WHITE ST 1F	FAIRFAX AV	4	4	4A	4A	Curb only
			83	85	88	83	
			339				

# NCDOT ADA RAMP IMPROVEMENTS





# City of Greenville, North Carolina

Meeting Date: 9/11/2017  
Time: 6:00 PM

**Title of Item:** 2018 Schedule of City Council Meetings

**Explanation:** **Abstract:** A proposed schedule for 2018 City Council meetings listing the dates of meetings in accordance with the Greenville City Code, adjusted for City-observed holidays, is presented for City Council consideration. The City Council is asked to review the schedule, make adjustments if desired, and approve.

**Explanation:** A proposed schedule for 2018 City Council meetings has been prepared in accordance with Section 2-1-11 of the Greenville City Code, adjusted for City-observed holidays. The only potential meeting date in direct conflict with a City-observed holiday is December 24th, and it has been omitted from the proposed schedule. A number of annual events (listed below) were considered in preparing the schedule, and potential conflicts are noted in red on the proposed schedule.

- January 24-26: US Conference of Mayors Winter Meeting in Washington, DC
- January 31-February 2: NC City & County Management Association Winter Seminar in Winston-Salem, NC
- March 4-11: ECU Spring Break
- March 11-14: National League of Cities Congressional Cities Conference in Washington, DC
- March 22-23: NC Association of Municipal Attorneys Winter Conference in Chapel Hill, NC
- June 8-11: US Conference of Mayors Annual Meeting in Boston, MA
- June 21-23: NC City & County Management Association Summer Seminar in Atlantic Beach, NC
- August 2-4: NC Association of Municipal Attorneys Summer Conference in Atlantic Beach, NC
- September 19-22: NC League of Municipalities Conference in Hickory, NC
- September 23-26: International City Managers Association Annual Conference in Baltimore, MD

- October 6-9: ECU Fall Break
- November 6: Election Day
- November 7-10: National League of Cities City Summit in Los Angeles, CA

A 2018 calendar has been included with this item to facilitate making any desired adjustments to the proposed schedule.

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

**Recommendation:** Review the proposed 2018 Schedule of City Council meetings, amend as necessary, and consider for adoption.

---

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

**Attachments / click to download**

[📎 2018\\_Schedule\\_of\\_City\\_Council\\_Meetings\\_1059081](#)

[📎 2018\\_Yearly\\_Calendar\\_1059100](#)

---



# CITY OF GREENVILLE

## 2018 SCHEDULE OF CITY COUNCIL MEETINGS

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

January 8 - 6:00 PM

January 11 - 6:00 PM

January 26 - 4:30 PM - (Planning Session, City Hall Gallery/Conf. Room 337)

January 27 - 8:30 AM - (Planning Session, City Hall Gallery/Conf. Room 337)

February 5 - 6:00 PM

February 8 - 6:00 PM

February 19 - 6:00 PM

March 5 - 6:00 PM **ECU Spring Break is March 4-11; NLC Congressional Cities Conference is March 11-14**

March 8 - 6:00 PM **ECU Spring Break is March 4-11; NLC Congressional Cities Conference is March 11-14**

March 19 - 6:00 PM

April 9 - 6:00 PM

April 12 - 6:00 PM

April 23 - 6:00 PM - (Joint City/GUC meeting, GUC Board Room)

May 7 - 6:00 PM

May 10 - 6:00 PM

May 21 - 6:00 PM

June 11 - 6:00 PM **US Conference of Mayors Annual meeting is June 8-11**

June 14 - 6:00 PM

June 25 - 6:00 PM

August 6 - 6:00 PM

August 9 - 6:00 PM

August 20 - 6:00 PM

September 10 - 6:00 PM

September 13 - 6:00 PM

September 24 - 6:00 PM - (Joint City/GUC meeting, GUC Board Room) **ICMA Annual Conference is September 23-26**

October 8 - 6:00 PM

October 11 - 6:00 PM

October 22 - 6:00 PM

November 5 - 6:00 PM **Election Day is November 6; NLC City Summit is November 7-10**

November 8 - 6:00 PM **NLC City Summit is November 7-10**

November 19 - 6:00 PM

December 10 - 6:00 PM

December 13 - 6:00 PM

# 2018

January						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February						
Su	M	Tu	W	Th	F	Sa
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

March						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June						
Su	M	Tu	W	Th	F	Sa
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September						
Su	M	Tu	W	Th	F	Sa
					1	
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					





# City of Greenville, North Carolina

Meeting Date: 9/11/2017  
Time: 6:00 PM

---

**Title of Item:** Fiscal Year 2018-2019 and 2019-2020 Budget Schedule

**Explanation:** Attached is the proposed budget and capital improvement program schedule for the FY 2018-2019 budget and FY 2019-2020 financial plan.

**Fiscal Note:** No cost associated with adoption of the budget and capital improvement program schedule.

**Recommendation:** Adopt the attached budget and capital improvement program schedule.

---

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

**Attachments / click to download**

 [Budget Calendar 2019 2020 1058598](#)

## Budget and Capital Improvement Program (CIP) Schedule Fiscal Years 2018-2019 and 2019-2020

September 25, 2017	Monday	Budget Kickoff / City Manager's Vision Distribution of Budget Documents
September 26 – 29, 2017	Tuesday – Friday	MANDATORY Budget Training (Budget system access will be granted after completion)
October 23, 2017	Monday	Personnel Budget Preparation Worksheets verified and returned to HR New position and reclassification requests due to HR IT requests due to Information Technology
November 9, 2017	Thursday	CIP and FIP request forms due to Budget Office Recommended New Positions/Reclassifications due to Budget Office from HR Recommended Technology requests due to Budget Office from IT
November 15, 2017	Wednesday	Revenue Projections and Manual of Fees changes due to Budget Office
November 17, 2017	Friday	Budget targets distributed to departments Cost Recovery Benefits and Administration Meeting with HR
December 1, 2017	Friday	Department Mission Statement and Goals due to Budget Office Dept. budget requests and Increment/Decrement forms due to Budget Office
December 4 – 8, 2017	Monday – Friday	Department Head budget meetings with Assistant City Manager(s)
December 13-15, 2017	Wednesday – Friday	Assistant City Manager(s) budget meetings with City Manager, Finance Director and Department Heads
January 2, 2018	Tuesday	HR approved departmental Personnel Budget Preparation Worksheets submitted to Budget Office
January 11, 2018	Thursday	Revenue and Expense forecast finalized by Financial Services/Budget Office
<b>January 26 – 27, 2018</b>	Friday – Saturday	City Council Strategic Planning Retreat Proposed 5-year CIP presented to City Council
February 13 – 16, 2018	Tuesday – Friday	Follow-Up budget meetings with Department Heads, Assistant City Manager(s), and City Manager
<b>April 9, 2018</b>	Monday	City Council preview of Proposed City Budget
April 20, 2018	Friday	Proposed GUC, SML, and CVA budgets due to Budget Office
<b>May 7, 2018</b>	Monday	Proposed City budget presented to City Council
<b>May 10, 2018</b>	Thursday	Proposed GUC, SML and CVA budgets presented to City Council
<b>May 21, 2018</b>	Monday	Further discussion of proposed budgets by City Council (Optional)
<b>May 24, 2018</b>	Thursday	Public Display of balanced budgets prior to Public Hearing
<b>June 11, 2018</b>	Monday	Public Hearing – Fiscal Year 2018-2019 Budget and 2019-2020 Plan
<b>June 14, 2018</b>	Thursday	Consideration of adoption of the Fiscal Year 2018-2019 Budget and 2019-2020 Plan



# City of Greenville, North Carolina

Meeting Date: 9/11/2017  
Time: 6:00 PM

**Title of Item:** Budget ordinance amendment #2 to the 2017-2018 City of Greenville budget (Ordinance #17-040) 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 September 11, 2017, City Council meeting is an ordinance amending the 2017-2018 City of Greenville budget (Ordinance #17-040) and the Special Revenue Grant Fund (Ordinance #11-003).

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 recognize funds received from the NC Department of Commerce Building Reuse Program for Pitt Street Brewing Company. A 5% match is required from the City (\$2,250).	General Fund Special Revenue Fund	\$47,250
B	To recognize funds received from the US Environmental Protection Agency (EPA) for a brownfield project.	Special Revenue Fund	\$200,000
C	To re-class part-time salary funds to cover costs associated with an intern who will assist in an ongoing IT project.	General Fund	-
D	To carry over funds that have been received as donations within General Fund departments including Recreation and Parks, Fire/Rescue,	General Fund	\$205,109

Police, Financial Services, and Community Development.		
---	--	--

**Fiscal Note:**

The budget ordinance amendment affects the following funds:

<b>Fund Name</b>	<b>2017-18 Original Budget</b>	<b>Amend #2</b>	<b>2017-18 Budget per Amend #2</b>
General	\$83,855,561	\$205,109	\$84,060,670
Public Transportation (Transit)	\$2,870,585	-	\$2,870,585
Facilities Improvement	\$2,807,730	-	\$2,807,730
Vehicle Replacement	\$5,268,695	-	\$5,268,695
Sheppard Memorial Library	\$2,622,548	-	\$2,622,548
Public Works Capital Projects	\$31,416,427	-	\$31,416,427
Rec & Parks Capital Projects	\$6,312,159	-	\$6,312,159
Special Revenue Grant	\$5,274,266	\$247,250	\$5,521,516
CD Capital Projects	\$18,317,334	-	\$18,317,334

**Recommendation:**

Approve budget ordinance amendment #2 to the 2017-2018 City of Greenville budget (Ordinance #17-040) and the Special Revenue Grant Fund (Ordinance #11-003).

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

**Attachments / click to download**

[Fund Balance & Contingency](#)

[2017\\_18\\_Budget\\_Ordinance\\_Amendments\\_1056944](#)

**ORDINANCE NO. 17-  
CITY OF GREENVILLE, NORTH CAROLINA  
Ordinance (#2) Amending the 2017-18 Budget (Ordinance #17-040)  
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 Budget per Amend #1	Budget Amendment #2				2017-18 Budget per Amend #2
		A.	C.	D.	Total Amend #2	
<b>ESTIMATED REVENUES</b>						
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	478,766	-	-	-	-	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	2,961,841	-	-	205,109	205,109	3,166,950
<b>Total Revenues</b>	<b>\$ 83,855,561</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 205,109</b>	<b>\$ 205,109</b>	<b>\$ 84,060,670</b>
<b>APPROPRIATIONS</b>						
Mayor/City Council	\$ 457,998	\$ -	\$ -	\$ -	\$ -	\$ 457,998
City Manager	2,462,023	(2,250)	(5,858)	-	(8,108)	2,453,915
City Clerk	265,083	-	-	-	-	265,083
City Attorney	460,767	-	-	-	-	460,767
Human Resources	2,790,698	-	-	-	-	2,790,698
Information Technology	3,033,452	-	-	-	-	3,033,452
Fire/Rescue	14,851,416	-	-	16,123	16,123	14,867,539
Financial Services	2,428,481	-	5,858	362	6,220	2,434,701
Recreation & Parks	8,579,682	-	-	176,011	176,011	8,755,693
Police	25,083,930	-	-	10,717	10,717	25,094,647
Public Works	11,114,519	-	-	-	-	11,114,519
Community Development	2,520,472	-	-	1,896	1,896	2,522,368
OPEB	500,000	-	-	-	-	500,000
Contingency	150,000	-	-	-	-	150,000
Indirect Cost Reimbursement	(1,459,519)	-	-	-	-	(1,459,519)
Capital Improvements	-	-	-	-	-	-
<b>Total Appropriations</b>	<b>\$ 73,239,003</b>	<b>\$ (2,250)</b>	<b>\$ -</b>	<b>\$ 205,109</b>	<b>\$ 202,859</b>	<b>\$ 73,441,862</b>
<b>OTHER FINANCING SOURCES</b>						
Transfers to Other Funds	\$ 10,616,558	\$ 2,250	\$ -	\$ -	\$ 2,250	\$ 10,618,808
<b>Total Other Financing Sources</b>	<b>\$ 10,616,558</b>	<b>\$ 2,250</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,250</b>	<b>\$ 10,618,808</b>
<b>Total Approp &amp; Other Fin Sources</b>	<b>\$ 83,855,561</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 205,109</b>	<b>\$ 205,109</b>	<b>\$ 84,060,670</b>

**Section II: 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:**

	<b>2017-18 Budget per Amend #1</b>	<b>A.</b>	<b>B.</b>	<b>Total Amend #2</b>	<b>2017-18 Budget per Amend #2</b>
<b>ESTIMATED REVENUES</b>					
Special Fed/State/Loc Grant	\$ 4,596,733	\$ 45,000	\$ 200,000	\$ 245,000	\$ 4,841,733
Transfer From General Fund	597,533	2,250	-	2,250	599,783
Transfer From Pre-1994 Entitlement	80,000	-	-	-	80,000
<b>Total Revenues</b>	<b><u>\$ 5,274,266</u></b>	<b><u>\$ 47,250</u></b>	<b><u>\$ 200,000</u></b>	<b><u>\$ 247,250</u></b>	<b><u>\$ 5,521,516</u></b>
<b>APPROPRIATIONS</b>					
Personnel	\$ 1,074,539	\$ -	\$ -	\$ -	\$ 1,074,539
Operating	2,893,052	47,250	200,000	247,250	3,140,302
Capital Outlay	1,306,675	-	-	-	1,306,675
<b>Total Appropriations</b>	<b><u>\$ 5,274,266</u></b>	<b><u>\$ 47,250</u></b>	<b><u>\$ 200,000</u></b>	<b><u>\$ 247,250</u></b>	<b><u>\$ 5,521,516</u></b>

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

Adopted this 11th day of September, 2017

\_\_\_\_\_  
Kandie D. Smith, Mayor

ATTEST:

\_\_\_\_\_  
Carol L. Barwick, City Clerk

**City of Greenville**  
**Budget Amendment #2**  
**Fiscal Year 2017-18**

**GENERAL FUND**

**Fund Balance Appropriated per Amendment #2**

	General Fund	Powell Bill Fund	Total
<b>2017-18 Adopted Budget Ordinance</b>			
General Fund	\$ 465,766	\$ -	\$ 465,766
Powell Bill	-	712,578	712,578
Subtotal	\$ 465,766	\$ 712,578	\$ 1,178,344
<b>Capital Project Carryover From FY2016-17</b>			
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
Donation Carryover From 2016-17	205,109	-	205,109
<b>Economic Development Carryover</b>			
Revolving Loan Fund	\$ 266,585	\$ -	\$ 266,585
Subtotal	\$ 266,585	\$ -	\$ 266,585
<b>Other Appropriations</b>			
Facade Improvement Grant Funds	\$ 26,000	\$ -	\$ 26,000
	\$ 26,000	\$ -	\$ 26,000
<b>Total Appropriated as of Amendment #2</b>	<b>\$ 2,042,316</b>	<b>\$ 1,124,634</b>	<b>\$ 3,166,950</b>

**City of Greenville**  
**Budget Amendment #2**  
**Fiscal Year 2017-18**

**GENERAL FUND**

**General Fund Contingency Available for Appropriation per Amendment #2:**

2017-18 Contingency Fund Budget		\$ 200,000
Appropriations As of Amendment #2:		
North Carolina League of Municipalities Conference	\$ (50,000)	(50,000)
Contingency Available for Appropriation per Amend #2		<u><u>\$ 150,000</u></u>





# City of Greenville, North Carolina

Meeting Date: 9/11/2017  
Time: 6:00 PM

**Title of Item:** Discussion of Potential Ordinance Relating to Exotic Animals

**Explanation:** **Abstract:** During the May 8, 2017, Public Comment Period, several citizens expressed concern about a roadside exhibition of exotic animals at a commercial property in the city. The concern was about the manner in which the animals were kept or caged. The citizens requested that Council consider a ban on exotic animal performances or exhibitions in the city or a ban on keeping exotic animals in the city.

**Explanation:** During the May 8, 2017, Public Comment Period, several citizens expressed concern about a roadside exhibition of exotic animals at a commercial property in the city. The concern was about the manner in which the animals were kept or caged. The citizens requested that Council consider a ban on exotic animal performances or exhibitions in the city or a ban on keeping exotic animals in the city.

The City Code currently allows a person, business, or event (i.e. circus, exhibition, show, and the like) to have or maintain an exotic animal upon receipt of a permit from the Animal Protective Services Division. The roadside exhibition had received the permit required by the City Code.

City Attorney Holec advises that there is statutory authority for a city to adopt an ordinance imposing a ban relating to exotic animals. Examples of ordinances are the attached ordinance from Asheville and the attached ordinance from Charlotte.

**Fiscal Note:** There is no financial impact on considering or adopting an ordinance concerning a ban relating to exotic animals.

**Recommendation:** Discussion and direction to staff.

---

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

**Attachments / click to download**

 [Asheville Ordinance](#)

 [Charlotte Ordinance](#)

---

## Sec. 3-14. - Wild animals.

No person or entity shall keep or exhibit, or permit to be kept or exhibited on his/her/its premises a wild animal within the city limits. This section shall not apply to:

- (1) An exhibition or educational outreach program by a zoo or aquarium accredited by the Association of Aquariums and Zoos ("AZA");
- (2) A wildlife sanctuary or wildlife rehabilitator properly licensed and permitted by the NC Wildlife Resources Commission; or
- (3) A university, college or laboratory, or other research facility registered under the Animal Welfare Act (7 U.S.C. sec. 2132(e)).

(Ord. No. 3731, § 1, 4-28-09; Ord. No. 4436, § 1c, 7-28-15)

## Sec. 3-73. - Exotic or wild animals.

- (a) *Unlawful act.* It shall be unlawful for any person to keep, maintain, possess or have under his control within the city any venomous reptile or any other wild or exotic animal.
- (b) *Exceptions.* This section shall not apply to lawfully operated and located pet shops, zoological gardens, scientific research laboratories, circuses, veterinarians harboring such animals for purposes of providing professional medical treatment, wildlife rehabilitators with proper permits, or exhibitors licensed by the United States Department of Agriculture displaying such animals for educational purposes, provided that the animals are maintained in a manner so as to prevent escape.
- (c) *Permits not authorized; effects of annexation.* Permits for the keeping or maintenance of wild or exotic animals are not authorized. Persons in newly annexed areas have 30 days from the date of annexation to comply with this section.
- (d) *Compliance with state and federal regulations and safe confinement.* The confinement of exotic or wild animals exempted from subsection (a) of this section by subsection (b) of this section must meet the regulations promulgated by the state wildlife commission, the minimum standards under the Animal Welfare Act and all applicable rules promulgated by the United States Department of Agriculture. In addition to meeting these minimum standards, all such venomous reptiles and all such wild or exotic animals shall be confined, restrained or controlled in such a manner so that the physical safety, or property, of any person lawfully entering the premises shall not be endangered.
- (e) *Presence on public rights-of-way.* Animals described under subsection (a) of this section but exempt under subsection (b) of this section shall not be allowed on any public street, sidewalk, or other public way, except in a fully enclosed cage or adequate structural restraint. The use of a leash, with or without a muzzle, shall not be considered adequate restraint. Exempt from this subsection are animals that are part of a featured performance at a special event with a city festival or parade permit where the animal handler is licensed by the United States Department of Agriculture.

(Code 1985, § 3-30)