



Agenda

Greenville City Council

December 14, 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. Special Recognitions

- ConventionSouth Readers' Choice Award - Greenville-Pitt County Convention & Visitors Bureau and Greenville Convention Center
- 2017 Greenville Police Athletic League (PAL) Football Team
- 2017 North Carolina League of Municipalities Conference

VII. Appointments

1. Appointment of City Council Members to Boards and Committees
2. Appointments to Boards and Commissions
3. Appointment to the Mid-East Commission

VIII. Consent Agenda

4. Minutes from the August 14, 2017 and October 9, 2017 City Council meetings
5. Resolution accepting Dedication of Rights-of-Way and Easements for Paramore Farms Phase 3 Cluster and Arbor Hills South Phase 5 Cluster subdivision
6. Acceptance of 2017 Community Oriented Policing Services (COPS) Hiring Grant for four additional police officers
7. Request by the Police Department to utilize Federal Asset Forfeiture Funds to purchase equipment
8. Report on Bids and Contracts Awarded
9. Various tax refunds greater than \$100

IX. New Business

Public Hearings

10. Ordinance to annex Savannah Place, Section 2, Phase 1 involving 5.677 acres located at the current terminus of Southside Drive and west of Thomas Langston Road

Other Items of Business

11. Contract Award of Construction Administration (Task Order #3) for the Town Creek Culvert Drainage Project
12. Contract Award for Environmental Services Associated with the Town Creek Culvert Drainage Project
13. Contract Award for Geotechnical Engineering/CMT services associated with the Town Creek Culvert Drainage Project

14. Resolution Making Certain Findings for the City's Stormwater Revenue Bonds, Series 2018
15. Budget Ordinance Amendment #5 to the 2017-2018 City of Greenville Budget (Ordinance #17-040), the Special Revenue Grants Fund (Ordinance #11-003), and the Capital Projects Fund (Ordinance #17-024)
16. Ordinance Approving 2017-18 Capital Reserve Fund Designations
17. Discussion of 500 Feet Spacing Rule for Clubs
18. Discussion of updating the ordinance for alcohol sales at the Town Common
19. Discussion of Adopt-a-Street litter clean-up program

X. City Manager's Report

XI. Comments from Mayor and City Council

XII. Closed Session

- To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes, said law rendering the information as privileged or confidential being the Open Meetings Law
- To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease

XIII. Adjournment



City of Greenville, North Carolina

Meeting Date:
12/14/2017
Time: 6:00 PM

Title of Item: Appointment of City Council Members to Boards and Committees

Explanation: **Abstract:** City Council appointments are needed for the Taxicab Appeal Board, Joint Pay & Benefits Committee, OPEB Trust, Audit Committee, and City Council Economic Development Committee.

Explanation: Appointments of City Council Members are needed for the following committees:

- **Taxicab Appeal Board** - Section 11-1-67 of the City Code of Ordinances establishes a Taxicab Appeal Board. Membership is composed of the City Manager or designee, a member from the Greenville Taxicab Association, and a designated member of the City Council. The purpose of this board is to hear appeals of the Chief of Police to refuse the issuance of a taxi driver's permit. Council Member Kandie Smith currently serves and is eligible for reappointment. One appointment by vote of the City Council needs to be made.
- **Joint Pay & Benefits Committee** - On September 8, 1992, a committee was established by City Council and Greenville Utilities Commission (GUC) to jointly study the pay plans of the City and GUC. The Joint Pay & Benefits Committee consists of two City Council representatives and two GUC Commissioners. Council Member Rose Glover and Council Member Rick Smiley currently serve and are eligible for reappointment. Two appointments by vote of the City Council need to be made.
- **Other Post-Employment Benefits (OPEB) Trust** - Beginning in fiscal year

2006-2007, the City and other public employers were charged with the new Governmental Accounting Standards Board (GASB) regulations to more actively manage increasing obligations incurred by making available Other Post-Employment Benefits (OPEB). The GASB requires that Trustees be identified for the Trust, and the Trust was established with the City's Finance Officer, City Manager, and one member of City Council as the Trustees. Council Member Calvin Mercer formerly served. An appointment by vote of the City Council needs to be made.

- **Audit Committee** - On April 14, 2011, the Audit Committee was established to review all aspects of the independent audit process. Appointments to the Audit Committee are made by the Mayor. Current committee members include Mayor PJ Connelly, Council Member Rose Glover, and Council Member Rick Smiley. All members are eligible for reappointment. Three members of the City Council need to be appointed by the Mayor.

- **City Council Economic Development Committee** - The City Council Economic Development Committee was established in 2012 to support the efforts of the newly formed Office of Economic Development. Appointments to the Committee are made by the Mayor. Current members include Mayor PJ Connelly, Council Member Kandie Smith, and Council Member Rick Smiley. All members are eligible for reappointment. Three members of the City Council need to be appointed by the Mayor.

Fiscal Note: No direct fiscal impact.

Recommendation: City Council make appointments to the Taxicab Appeal Board, Joint Pay & Benefits Committee, and the OPEB Trust.

Mayor make appointments to the Audit Committee and City Council Economic Development Committee.

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City of Greenville, North Carolina

Meeting Date:
12/14/2017
Time: 6:00 PM

Title of Item: Appointments to Boards and Commissions

Explanation: **Abstract:** The City Council fills vacancies and makes reappointments to the City's boards and commissions. Appointments are scheduled to be made to six of the boards and commissions.

Explanation: City Council appointments need to be made to the Community Appearance Commission, Human Relations Council, Investment Advisory Committee, Pitt-Greenville Convention & Visitors Authority, Redevelopment Commission, and the Youth Council.

The City's Board and Commission Policy on the Pitt-Greenville Convention & Visitors Authority states that the City Council shall make the nomination to the County on five of the members, and appointment of County members shall be made by the Pitt County Commissioners based on the nominations of City Council. The County seats for Christopher Jenkins and Monta Stegall are up for nomination.

The City Council updated the Board and Commission Policy on August 15, 2016. A provision for extended vacancies was included:

Nominations for Extended Vacancies

In the event there is a vacancy on a City board or commission which has been on the City Council agenda for appointment by City Council for more than three (3) calendar months in which a regular City Council meeting has been held, then any Council Member may make a nomination to fill the vacancy without regard to any other provision relating to who has the authority to make the nomination. If there is more than one nomination, the appointment shall be conducted in accordance with the procedure for nominations and elections in Robert's Rules of Order.

Under this provision, the following seats are open to nominations from the City Council:

- Jorgette Mullins - Community Appearance Commission

- Ryan Naziri - Community Appearance Commission
- Kathy Moore - Human Relations Council, Shaw University Seat
- Maurice Whitehurst - Human Relations Council, Pitt Community College Seat
- Christopher Jenkins - Pitt-Greenville Convention & Visitors Authority, County - Resident not involved in tourist or convention-related business
- Monta Stegall - Pitt-Greenville Convention & Visitors Authority, County - Hotel/motel owner or operator
- Richard Patterson, Sr. - Redevelopment Commission
- 2 vacant seats - Youth Council, Pitt County High Schools

Fiscal Note: No direct fiscal impact.

Recommendation: Make appointments and recommendations to the Community Appearance Commission, Human Relations Council, Investment Advisory Committee, Pitt-Greenville Convention & Visitors Authority, Redevelopment Commission, and the Youth Council.

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 [Muni Report Appointments to Boards and Commissions 998631](#)

Appointments to Boards and Commissions

December 2017

Community Appearance Commission

Council Liaison:

Name	District #	Current Term	Reappointment Status	Expiration Date
Jorgette Mullins	1	First term	Resigned	April 2020
Ryan Naziri	4	Filling unexpired term	Resigned	July 2018

Human Relations Council

Council Liaison:

Name	District #	Current Term	Reappointment Status	Expiration Date
Prudencio Martinez-Mengal	3	Second term	Ineligible	Sept. 2017
Rajesh Verma		Filling unexpired term	Resigned	Sept. 2017
Kathy Moore <i>(Shaw University)</i>	3	First term	Did not seek additional term	October 2016
Maurice Whitehurst <i>(Pitt Community College)</i>	2	Second term	Did not meet attendance Requirement	Oct. 2015

Investment Advisory Committee

Council Liaison:

Name	District #	Current Term	Reappointment Status	Expiration Date
Cameron Lovitt	5	Filling unexpired term	Did not meet attendance requirement	Oct. 2017

Pitt-Greenville Convention & Visitors Authority

Council Liaison:

Name	District #	Current Term	Reappointment Status	Expiration Date
Christopher Jenkins <i>(Resident not involved in tourist or convention related business)</i>	County		Resigned	July 2017
Monta Stegall <i>(Owner/Operator of hotel/motel)</i>	County	First term	Resigned	July 2019

Redevelopment Commission

Council Liaison:

Name	District #	Current Term	Reappointment Status	Expiration Date
Jeremy King <i>(Council Member William F. Litchfield, Jr.)</i>	4	Final term	No longer eligible	Nov. 2017
Angela Marshall <i>(Council Member Kandie Smith)</i>	1	Final term	No longer	Nov. 2017
Richard Patterson, Sr. <i>(Council Member Rose Glover)</i>	2	Final term	Resigned	Nov. 2017

Youth Council

Council Liaison:

Name	Current Term	Reappointment Status	Expiration Date
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8 spots open; 2 spots open to the City Council

*Seats that are open to nomination from the City Council are highlighted.

Applicants for Community Appearance Commission

Angelica Diaz
1305 Presidio Lane
Greenville, NC 27834

Application Date: 10/18/2017

Home Phone: (252) 341-4691

Business Phone:

District #: 2

Christopher Powell
108 B Chandler Drive
Greenville, NC 27834

Application Date: 6/24/2016

Home Phone: (252) 714-0286

Business Phone:

Applicants for Human Relations Council

Eric Hogue
2911 Tripp Lane
Greenville, NC 27834

District #: 1

Deborah J. Monroe
1308 Old Village Road
Greenville, NC 27834

District #: 1

Bridget Moore
4128A Bridge Court
Winterville, NC 28590

District #: 5

Katie Elizabeth Ray
132 N. Library St.
Greenville, NC 27858

District #: 3

Travis Williams
3408 Evans Street Apt. E
Greenville, NC 27834

District #: 5

Stephanie Winfield
1103 Red Banks Road
Greenville, NC

District #: 4

Application Date:

Home Phone: (252) 373-1445

Business Phone:

Email: erichogue@gmail.com

Application Date: 1/15/2015

Home Phone: (252) 714-0969

Business Phone:

Email: debj.monroe@gmail.com

Application Date: 8/28/2014

Home Phone: (252) 355-7377

Business Phone: (252) 355-0000

Email: bmoore2004@netzero.com

Application Date: 08/17/2017

Home Phone: (919) 604-3131

Business Phone:

Email:

Application Date:

Home Phone: (252) 412-4584

Business Phone:

Email:

Application Date: 7/14/2017

Home Phone:

Business Phone:

Email: ladona12@gmail.com

Applicants for Investment Advisory Committee

Yifan Guo
3420 Briarcliff Dr. Apt. X
Greenville, NC 27834

Application Date: 9/10/2016

Home Phone: (215) 756-4710

Business Phone:

Email: guoyifan82@gmail.com

District #: 1

Applicants for Pitt-Greenville Convention & Visitors Authority (County)

Applicant Interest Listing

Convention & Visitors Authority

Debbie Avery 3010 Sapphire Lane Winterville NC 28590	Day Phone: (252) 531-4590 Evening Phone: (252) 756-9832 Fax: E-mail: davery60@hotmail.com	Gender: F Race: White District: 4 Priority:
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Applied for this board on: 2/9/2017 Application received/updated: 02/09/2017

Applicant's Attributes: County Planning Jurisdiction
 District 4
 VolAg Southwest

Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)			
	Organization	Description	Date(s)
Education	East Carolina	BS - Education	
Education	Ayden Grifton High		
Experience	First State Bank		1978-1984
Experience	ECU School of Medicine	Standardized Patient	2007-present
Experience	Pitt County Schools	Middle School Science Teacher	30 years
Experience	Winterville Chamber of Commer	Executive Director	
Volunteer/Prof. Associations	Winterville Kiwanis Club		
Volunteer/Prof. Associations	Winterville Watermelon Festival		

Chenele Coleman-Sellers 3467 Old River Road Greenville NC 27834	Day Phone: (252) 258-0644 Evening Phone: Fax: (919) 237-1957 E-mail: chenele1128@gmail.com	Gender: F Race: African District: 2 Priority:
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Applied for this board on: 5/19/2016 Application received/updated: 05/19/2016

Applicant's Attributes: County Planning Jurisdiction

Applicant Interest Listing

VolAg Northwest
North of the River
District 2

<u>Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)</u>			
	Organization	Description	Date(s)
Education	ECPI University	AAS	
Education	Eastern High School		
Experience	Community Non-profits & Farms	Medical Asst, Customer Service, & Pt	
Experience	Department of Veteran Affairs	MSA	
Volunteer/Prof. Associations	Alliance Medical Ministry		
Volunteer/Prof. Associations	Veteran Affairs		

<u>Boards Assigned To</u>	
Home and Community Care Block Grant Committee Person over 60 years of age	10/3/2016 to 10/3/2019

Robert Corbett
3879 Bell Road
P.O. Box 61
Fountain NC 27829

Day Phone: (252) 749-4421
Evening Phone:
Fax:
E-mail: rcorbett27829@gmail.com

Gender: M
Race: White
District: 4
Priority:

Applied for this board on: 1/29/2016

Application received/updated: 01/29/2016

Applicant's Attributes: Fountain ETJ
South of the River
VolAg Southwest

<u>Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)</u>			
	Organization	Description	Date(s)
Education	Farville High School		
Experience	Tobacco Processing		40+ yrs

Applicant Interest Listing

Experience	Standard Commerical Tobacco	22+ yrs
Experience	Imperial Tobacco	18+ yrs
Experience	NC National Guard	
Volunteer/Prof. Associations	Fountain Wellness Ctr Board	
Volunteer/Prof. Associations	Rural Fire Board	
Volunteer/Prof. Associations	Meals on Wheels	
Volunteer/Prof. Associations	Past Fireman	

<u>Boards Assigned To</u>		
Fire District Commission		2/15/2016 to 12/31/2015
Fountain FD		

Brad Guth
113 Loran Circle
Greenville NC 27858

Day Phone: (704) 240-1095
Evening Phone: (252) 689-4323
Fax:
E-mail: bradjguth@bellsouth.net

Gender: M
Race: White
District: 6
Priority:

Applied for this board on: 4/22/2016

Application received/updated: 04/22/2016

Applicant's Attributes: Greenville ETJ
VolAg Southeast
South of the River

<u>Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)</u>			
	<u>Organization</u>	<u>Description</u>	<u>Date(s)</u>
Education	University of Tenn Knoxville TN	MS	
Education	Furman U. Greenville SC	BA	
Education	Travelers Rest High School, SC		
Experience	Gaffney Main Street Program, G	Executive Director	
Experience	Pride of Kinston, Kinston NC	Executive Director	
Experience	City of Lincolnton, NC	Business & Community Development	

Applicant Interest Listing

Experience	Craven County Schools	Teacher
Volunteer/Prof. Associations	Lincoln County Apple Festival	
Volunteer/Prof. Associations	Habitat For Humanity	
Volunteer/Prof. Associations	Rotary	
Volunteer/Prof. Associations	Gaston-Lincoln Comm Action/H	
Volunteer/Prof. Associations	Lincolnton-Lincoln Co. Chamber	
Volunteer/Prof. Associations	Lincolnton-Lincoln Co. Historic	
Volunteer/Prof. Associations	United Way of Lincoln County	

<u>Boards Assigned To</u>		
Greenville Board Of Adjustment Greenville ETJ	12/19/2016 to	12/19/2019
Pitt County Planning Board District 6	9/12/2016 to	9/30/2019

Ralph Hall Jr
111 Hardee Street
Greenville NC 27858

Day Phone:
Evening Phone: (252) 756-0262
Fax:
E-mail: bajhall@aol.com

Gender: M
Race: White
District: 6
Priority: 0

Applied for this board on: 2/26/2003

Application received/updated: 02/26/2003

Applicant's Attributes: District 6
Greenville ETJ
VolAg Southeast

<u>Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)</u>			
	<u>Organization</u>	<u>Description</u>	<u>Date(s)</u>
Education	University of South Carolina	Civil Engineering	1955-1957
Education	Edenton High		

Applicant Interest Listing

Experience	Phillippines Construction	Project Manager	1962-1966
Experience	Foreign Service Staff Officer	Civil Engineer	1966-1969
Experience	Odell Associates	Hospital Construction Engineer	1969-1973
Experience	PCMH	Vice-President of Facilities	1973-2001
Volunteer/Prof. Associations	N.C. Bio-Medical Association		
Volunteer/Prof. Associations	N.C. Association of Health Care		
Volunteer/Prof. Associations	American Society of Health Care		
Volunteer/Prof. Associations	American Cancer Society		
Volunteer/Prof. Associations	State Board of Directors		

<u>Boards Assigned To</u>			
Industrial Revenue & Pollution Control Authority		3/15/2004	to 3/15/2007

Ernis Lee
834 Aspen Lane
Greenville NC 27834

Day Phone: (252) 341-5696
Evening Phone: (252) 689-2381
Fax: (252) 321-4626
E-mail: elee@email.pittcc.edu

Gender: M
Race: African
District: 2
Priority:

Applied for this board on: 2/10/2015

Application received/updated: 02/06/2015

Applicant's Attributes: District 2
County Planning Jurisdiction
North of the River
VolAg Northeast

<u>Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)</u>			
	<u>Organization</u>	<u>Description</u>	<u>Date(s)</u>
Education	Elizabeth City State University	B.A.	
Education	Roanoke High		
Experience	PCC Putreach w/ Ernis Lee	Radio Broadcaster	

Applicant Interest Listing

Experience	Pitt Community College	Director of College Outreach
Experience	United States Army	2nd Lieutenant
Volunteer/Prof. Associations	Mentor	
Volunteer/Prof. Associations	West Greenville Community Dev	Board Member
Volunteer/Prof. Associations	Eastern Carolina Counseling Cen	Former Board Member

<u>Boards Assigned To</u>		
Development Commission		6/6/2016 to 12/31/2018
P.C. Nursing Home/Adult Care Community Advisory		3/7/2016 to 3/17/2019

Ashley Moore
4695 Old Tar Road
Winterville NC 28590

Day Phone: (252) 321-6700
Evening Phone: (252) 341-8223
Fax:
E-mail: atmoore75@gmail.com

Gender: M
Race: White
District: 5
Priority:

Applied for this board on: 3/23/2017

Application received/updated: 03/23/2017

Applicant's Attributes: Winterville City Limits
South of the River
VolAg Southeast

<u>Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)</u>			
	<u>Organization</u>	<u>Description</u>	<u>Date(s)</u>
Education	East Carolina University		
Education	DH Conley	High School	
Experience	Stormwater Advisory Board		
Volunteer/Prof. Associations	Winterville Historical Society		

Donald Rhodes
4785 US 258

Day Phone: (252) 753-4609
Evening Phone: (252) 916-5566

Gender: M
Race: White

Convention & Visitors Authority
Thursday, April 27, 2017

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Applicant Interest Listing

Farmville NC 27828

Fax:
E-mail: drhodes@centurylink.net

District: 4
Priority:

Applied for this board on: 1/29/2016

Application received/updated: 01/29/2016

Applicant's Attributes:

<u>Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)</u>		
<u>Organization</u>	<u>Description</u>	<u>Date(s)</u>
Education	East Carolina University	B'S, MAED
Education	West Edgecombe High School	
Experience	Self employed - Mosquito Auth	Co-owner & operator
Experience	Pitt County Schools	
Experience	Edgecombe County Public Schoo	
Volunteer/Prof. Associations	Fountain Fire Rural Board	
Volunteer/Prof. Associations	SECU Board	

<u>Boards Assigned To</u>		
Animal Services Advisory Board		2/6/2017 to 2/6/2020
At large		
Fire District Commission		2/15/2016 to 12/31/2015
Fountain FD		

Karen Thigpen
1221 Benjamin Dr
Greenville NC 27834

Day Phone: (252) 328-5664
Evening Phone: (252) 481-2991
Fax: (252) 328-4219
E-mail: thigpenk@ecu.edu

Gender: F
Race: African
District: 2
Priority:

Applied for this board on: 8/4/2015

Application received/updated: 08/04/2015

Applicant's Attributes: Greenville ETJ
North of the River
VolAg Northwest

Applicant Interest Listing

Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)			
	Organization	Description	Date(s)
Education	University of NC at Chapel Hill		
Education	North Pitt High School		
Experience	Literacy of Orange County		
Experience	LMC Case Management		
Experience	Height Home, LLC		
Experience	East Carolina University	Administrative Associate	
Volunteer/Prof. Associations	Love Ministries Inc		
Volunteer/Prof. Associations	LMC Case Management		
Volunteer/Prof. Associations	ECU Brody School of Med Celeb		

Guilford Whitfield
3478 Hwy 258
P.O. Box 496
Fountain NC 27829

Day Phone: (252) 749-3425
Evening Phone: (252) 749-6201
Fax:
E-mail:

Gender: M
Race: African
District: 4
Priority:

Applied for this board on: 1/29/2016

Application received/updated: 01/29/2016

Applicant's Attributes: Fountain ETJ
South of the River
VolAg Southwest

Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)			
	Organization	Description	Date(s)
Education	2 years of College	Commercial Artist	
Education	High School - yes		
Experience	Retired CIA		20+ years
Volunteer/Prof. Associations	Town of Fountain		

Applicant Interest Listing

Boards Assigned To		
Fire District Commission	2/15/2016	to 12/31/2015
Fountain FD		

Aundrea Williams
 2100 Flagstone Ct.
 Unit O5
 Greenville NC 27834

Day Phone: (252) 258-5005
 Evening Phone:
 Fax:
 E-mail:

Gender: F
 Race: African
 District: 1
 Priority:

Applied for this board on: 12/12/2016
 Application received/updated: 12/12/2016

Applicant's Attributes: Greenville City Limits
 VolAg Southwest
 South of the River

<u>Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)</u>		
Organization	Description	Date(s)
Education	Shaw University	B.S. Business Admin, M.S. Human Re
Education	J.H. Rose High School	
Experience	Vidant Medical Center	Financial Coordinator

Eric Williams
 527 Rachel Lane
 Grimesland NC 27858

Day Phone: (252) 258-5002
 Evening Phone:
 Fax:
 E-mail: logerw423@gmail.com

Gender: M
 Race: African
 District: 3
 Priority:

Applied for this board on: 12/11/2014
 Application received/updated: 02/01/2016

Applicant's Attributes: County Planning Jurisdiction
 South of the River
 VolAg Southeast

<u>Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)</u>		
Organization	Description	Date(s)

Applicants for Redevelopment Commission

Alan Brock
1403 Kaley Ct, B
Greenville, NC 27858

District #: 4

Jack T. Brock, II
1141 Turtle Creek Dr. Apt. A
Greenville, NC 27858

District #: 4

Deryck Wilson
1744 Beaumont Drive
Greenville, NC 27858

District #: 4

Application Date:

Home Phone: (252) 367-7599

Business Phone:

Email: alanbrock@kw.com

Application Date: 11/21/2017

Home Phone: (252) 916-2087

Business Phone:

Email: jtbrockii@gmail.com

Application Date: 11/21/2017

Home Phone: (252) 714-5950

Business Phone:

Email: deryck.wilson@me.com

Applicants for Youth Council

None.



City of Greenville, North Carolina

Meeting Date:
12/14/2017
Time: 6:00 PM

Title of Item: Appointment to the Mid-East Commission

Explanation: **Abstract:** In accordance with the Mid-East Commission's Bylaws, the City Council has a regular member and an alternate member on the Mid-East Commission. The members are appointed to serve a term of two calendar years. Appointments need to be made to fill the regular and alternate member seats.

Explanation: Historically, the appointment for the regular seat has been the Director of Community Development. Currently, Thomas Weitnauer is serving as the Interim Community Development Director and as the City's regular position on the Mid-East Commission. The term commenced on January 1, 2016, and will expire on December 31, 2017.

Interim Director Weitnauer has been recommended as the City Council's regular member for a term that will commence January 1, 2018 and expire on December 31, 2019. City Planner Chantae Gooby has been recommended to serve as the alternate member.

Fiscal Note: No direct fiscal impact.

Recommendation: Appoint Interim Community Development Director Thomas Weitnauer to the City's regular seat and appoint Planner Chantae Gooby to the alternate seat effective January 1, 2018 and expiring December 31, 2019.

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Attachments / [click to download](#)



City of Greenville, North Carolina

Meeting Date:
12/14/2017
Time: 6:00 PM

Title of Item: Minutes from the August 14, 2017 and October 9, 2017 City Council meetings

Explanation: Proposed minutes from City Council meetings held on August 14 and October 9, 2017 are presented for review and approval.

Fiscal Note: There is no direct cost to the City

Recommendation: Review and approve proposed minutes from City Council meetings held on August 14 and October 9, 2017

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Attachments / click to download

- [Proposed Minutes for August 14 2017 City Council Meeting 1064813](#)
 - [Proposed Minutes for October 9 2017 City Council Meeting 1064810](#)
-

PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, AUGUST 14, 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 Kandie D. Smith presiding. Mayor Smith called the meeting to order. Council Member McLean Godley asked those present to observe a moment of silence, followed by the Pledge of Allegiance.

Those Present:

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

Those Absent:

None

Also Present:

Ann E. Wall, City Manager; David A. Holec, City Attorney; Carol L. Barwick, City Clerk; and Polly W. Jones, Deputy City Clerk

APPROVAL OF THE AGENDA

City Manager Ann Wall requested to add the appointment of a person to fill the vacancy in the Office of Council Member for District 1 on the agenda under New Business.

Council Member Smiley requested to add appointments to boards and commissions on the agenda as the last item under New Business.

Mayor Pro-Tem Glover requested that the presentations by the boards and commissions be moved on the agenda 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

Don Cavellini – 101 Lancaster Drive

Mr. Cavellini made comments about the way the City Council is handling the replacement of the Council Member for District 1, stating that the City Council tortuously dealt with the



lack of time for the delayed submission of two additional applications. He would have loved to have known the names of the four people, at least up to that time, who submitted an application.

Mr. Cavellini made comments about the tragedy in Charlottesville, Virginia, stating that Greenville has things in place to make sure that does not happen and, hopefully, its law enforcement will be prepared, if it does. As we approach the upcoming November election, the Coalition Against Racism and the Mothers of the Incarcerated urge everyone to put in place something that will both protect police officers and the public. The City Council will be hearing from these organizations later in the year about a request for an independent elected police review board with subpoena power.

PRESENTATIONS BY BOARDS AND COMMISSIONS

Pitt-Greenville Airport Authority

Chairperson Eric Clark gave an overview of the Pitt-Greenville Airport Authority's (Authority) positions and primary objectives. First, the Authority is focused on making the Pitt-Greenville Airport (PGV) self-efficient, hopefully, not needing City and County funds. There is a need to improve additional commercial air service and the Authority will continue that objective, on behalf of the citizens. The Authority has obtained the Leakage Study, which gives the members the same data that the air service carriers use when making determinations as to where they want to locate. Money was spent to get real quality data so that the members might present and make their case when having discussions with the air service carriers. The Authority hired a new consulting team, which has the best track record, to position the PGV better for additional air service.

Chairperson Clark stated that the Members of the Authority are working with the Convention & Visitors Bureau and other economic development entities in the area to collaborate to come up with a more comprehensive approach and to make sure they receive input from all stakeholders. The Members are attending air service conferences where there is an opportunity to pitch Greenville, Pitt County and the PGV to the major airlines. It is an investment that the Authority has to make if the PGV ever stands a chance of getting commercial air service. The Authority supports Executive Director Betty Stansbury's efforts with the daily operations of the PGV. That includes identifying the priorities and the initiatives that need to occur for infrastructure improvements, expansion, and additional economic development opportunities to help grow the revenue sources.

Director Stansbury reported some of the challenges of the PGV and what the Authority will be focusing on for the next year. The economic impact of the PGV to this community is approximately \$100 million annually. The PGV has 70 based aircraft with a tax value of \$40 million, and 9 businesses with 160 jobs and a payroll of \$5 million. Some of the businesses that base their aircraft at the PGV are Grady-White Boats, Hyster-Yale/NACCO, Four Sons, FAC, Greenville Toyota, and Overton's.



Director Stansbury reported that there were significant events at the PGV over the last 12 months. The PGV was closed for 10 days due to Hurricane Matthew. The Authority has invested about \$300,000 for the parking lot upgrade, which includes adding a second exit lane to expedite the traffic by returning passengers leaving the PGV. An additional airline service by Casino Express provides trips to Atlantic City, New Jersey. The Red Heron Restaurant at the PGV will be opening on Saturday of this week.

Director Stansbury reported that one of the PGV's efforts over the past nine months has been on flood recovery. Seventeen of 22 buildings at the PGV had flood damage and all repairs are completed at a cost of \$229,500. Hopefully, the PGV's flood insurance and the Federal Emergency Management Agency (FEMA) will cover the majority of the cost. FEMA informed the PGV that they will not reimburse or participate in the pavement damage. The PGV's pavement was submerged for 6-7 days. The runways were not damaged, but some of the taxi lanes were damaged beyond repair and need replacement. The cost is \$3.5 million. The PGV was fortunate to get a Department of Commerce grant for \$1.66 million and a Department of Transportation grant for \$1.1 million. But, the PGV is still \$750,000 short and at this point that is being funded through the PGV's reserves. The Authority and staff will continue to look for other sources of funding, if possible. The completion of repair is scheduled for November 2017.

Director Stansbury reported one of the challenges that the PGV is facing is it is federally mandated to have a uniformed law enforcement officer at the airport. The PGV receives a partial reimbursement from the Transportation Security Administration. The proposed federal budget, starting in October 2017, proposes to eliminate all funding for that program. So, in fiscal year 2017, the PGV paid \$140,800, received a grant reimbursement of \$80,600 and the PGV funded the remaining \$60,200. If the funding goes away, the PGV would fully self-fund the \$140,800. The Authority is having discussions with the Pitt County Sheriff's Office about rather than having an officer at the airport 12 hours a day, 7 days a week that the officer would be offsite and only respond at the PGV's request.

Director Stansbury gave a brief financial report, stating that the PGV is not at an operational breakeven point. This year the PGV's loss is at \$140,626 and its accumulated 10-year loss has recently exceeded \$1 million. One of the major goals for the upcoming year is to bring the PGV to at least an operational breakeven point.

Director Stansbury stated that the PGV will be under construction for the next five years to tune up \$330 million worth of repairs. The PGV will receive the majority through State and Federal funding for the following Capital Improvement Projects:

- Taxilane Repairs \$3.5 million
- Runway Reconstruction \$10 million
- Save the Secondary Runway \$7 million (2020)
- Rehabilitation of the General Aviation Ramp \$2 million (2019)
- Replace the ARFF Truck \$700K (2019)



- Finish the Land Acquisition and Obstruction Removal, Repair the Perimeter Fence, Construct a Perimeter Road, New Taxiways \$8.6 million

Director Stansbury reported that presently, the PGV has service from American Airlines for departures to Charlotte, North Carolina. In June 2017, the PGV will have its last service for this year through a Regional Jet (a 50-seat aircraft). American Airlines transitioned over to a Dash-8 (a 48-seat aircraft). American Airlines informed PGV that it is retiring the Dash-8 at the end of 2017 or early 2018, and PGV will be going back to the Regional Jet in spring 2018.

Director Stansbury reported that the purpose of the Leakage Study is to see how many people from this community and surrounding communities rely on commercial airlines each day. The study stated that about 700 people from Greenville and the surrounding communities per day get on a commercial airline flight somewhere. 20% depart Greenville on commercial airline flights and 80% use airports other than the PGV. 70% (almost 500 people per day) drive to RDU. She absolutely believes that there is a market in Greenville, if those 700 people per day chose to use the PGV instead of driving to other airports. On a 50-seat aircraft that would be 14 additional departures per day and at that level of service, the community would be strongly supportive. At four departures per day, pricing, scheduling, and reliability would become an issue and that is why people are choosing to use alternative airports for their travel.

Director Stansbury reported that the Authority will continue to get a Small Community Air Service Development grant. That grant application is due next month. If the PGV is successful, that \$1 million would be used to help with recruiting a second airline.

Director Stansbury stated that over the next year, the Authority will focus on investing in the infrastructure repairs. Virtually, all of the pavements at the PGV need replacing over the course of the next five years. Next year, the Authority will be doing the primary runway and then after that, there is a series of other secondary runway repairs and the ramps that need repair. The Authority wants to achieve operational breakeven and she believes that is possible for this year. The Authority is trying to diversify the PGV's revenue sources so that it is less dependent on an airline and airline related fees. Also, the Authority wants to begin the development of the 90-acre Commerce Technology Park.

Recreation and Parks Commission

Chairperson Garrett Taylor reported that the response to the Trillium Playground at the Town Common has been phenomenal. It has given the Recreation and Parks Commission some sense of how Greenville's Central Park will become as the City moves toward making the Town Common Master Plan a reality. The Commission is currently working on the Sycamore Hill Gateway Plaza project at the southwest corner of the park, the original site of the Sycamore Hill Missionary Baptist Church. The construction documents are anticipated to be completed by spring 2018. Last week, the consultants from Rhodeside and Harwell in partnership with Perkins+Will hosted a public meeting at City Hall to share two different



design concepts. Approximately 60 people attended the meeting. The Recreation and Parks Department staff is working on the development of a restroom facility in the park.

Chairperson Taylor reported that the reopening of the South Greenville Recreation Center was another cause for celebration. Other improvements included the Robert Lee Cherry Fishing Pier at the Town Common. With the Facilities Improvement Plan, staff was able to complete 11 different projects during fiscal year 2017. These projects include the irrigation and parking lot repair at Thomas Foreman Park, plumbing improvements at the pool, resurfacing at the Aquatics and Fitness Center, and shelter replacements at Hillsdale, Peppermint, and Jaycee Parks. In addition, a long needed air conditioner at the Boyd Lee Park Gym, playground replacements at Hillsdale and Westhaven Parks, the resurfacing of the courts at the River Birch Tennis Center, and the replacement of the fencing at the Jackie Robinson Baseball Field were completed.

Chairperson Taylor reported that Pickle Ball was installed at the Peppermint Park over a piece of deteriorated asphalt. A special project was made possible with a \$60,000 grant from the North Carolina Department of National Resources at River Park North thanks to the partnership with Love A Sea Turtle. The Science and Nature Center classroom is now being dramatically improved and converted into a STEAM Lab with improvements such as a mural that can be transformed to a day to a night image with an addition of black lights.

Chairperson Taylor reported that for the upcoming year, a follow-up grant in the amount of \$21,000 was received. The same amount is anticipated for the following year for a part-time staff member, who will develop and implement the curriculum specifically designed for the STEAM Lab. This is the fourth year the Recreation and Parks Department has partnered with Love A Sea Turtle. Through the daycare program, 270 middle school age campers from area Boys & Girls Clubs were each hosted at River Park North for a free day of activities related to biking, hiking, kayaking, nutrition programs, fishing, and water quality testing. Fifteen individual sessions were offered over a three-week period with 15-20 campers participating at each session.

Chairperson Taylor reported that staff is in the process of researching a possible contract with Billy Casper Golf for the management and operation of the Bradford Creek Public Golf Course. Additionally, staff will consider another possibility of contracting only for marketing services. In the meantime, staff has continued to offer lessons, arrange tournaments, and schedule tee times. An \$180,000 capital project from the Connect NC Bond passed in 2016, making it possible to develop an accessible pedal boat deck facility at River Park North and the new pedal boat fleet is now a part of the project that includes accessible handcrafted models. The opening of this facility is anticipated for spring 2018.

Chairperson Taylor stated that although the partnership with Sounds Rivers to develop three elevated screen ended riverside camping platforms along the Tar River had challenges, including a hurricane, the platforms were finally completed and are located at the Phil Carol Nature River Preserve. All three are accessible from the Tar River and may be reserved through the Sound Rivers website at soundrivers.org.



Chairperson Taylor reported that the summer programs are extremely popular this year with several day camps offered, including Camp Adventure at the Aquatics and Fitness Center, Sports Plus at Boyd Lee Park, Eppes Center Summer Camp, Jamboree at South Greenville Recreation Center, the Playground Camp at Greenville Terrace, Teen Ex-Treme at the Elm Street Center, and Camp Escape at the Drew Steele Center. A total of 59 one-week session camps were offered and 94% of the available slots were taken with a total registration of 1,752 campers. In addition, the Sports Camp attracted 216 registrants, Nature Camp at River Park North totaled 149 participants, and the Arts Camp had a total registration of 166 with 96% use of the slots being filled.

Chairperson Taylor reported that The Chamber of Commerce has once again included an article in its annual publication, *The Glimpse*, about the Recreation and Parks Department. The 2017 article was entitled "A Vision for Town Common". The Commission is always grateful to the Chamber of Commerce for allowing them to bring attention in some of the ways staff is working to improve the community's health, quality of life, image, and economy.

Chairperson Taylor reported that it has been a great year for Babe Ruth Baseball and Little League Baseball in Greenville. Once again, the City was selected to host two different age divisions of the Southeast and Little League Tournament. With the State Championship, eight southeastern states were competing in one tournament. Fourteen teams came to Greenville over a two-week period providing significant economic impact. The two other teams at the North Carolina State Champions were already here as they are both from Greenville and both won the tournaments. Another team did the same a bit later, winning the tournament in Warner Robins, Georgia and earning the right to represent the Southeastern District, and this year's Little League Series was held in Williamsport, Pennsylvania. The first game series is coming this Friday.

Chairperson Taylor reported that the Jackie Robinson Baseball League has also had a successful season and concluded their season a week ago with a banquet at the Greenville Convention Center. Approximately 180 youngsters participated in the program and were recognized for both athletic and scholarship achievement.

Chairperson Taylor reported that the Para Mobiles were acquired last year through a grant from Vidant and the Christopher and Dana Reeve Foundation. They are very appropriate for golf and have also been used for archery, fishing, and accessing trails and greenways. The Magnolia Arts Center continues its operations in the Perkins Complex Building and has recently sold out their shows. 2017 is the 44th year of Sunday in the Park.

Chairperson Taylor reported that recreational services continue throughout the year, including a variety of youth and adult sports that attracted several thousand of participants as well as creative arts, aquatics, fitness, dance, music, tennis, senior trips, recreation and special needs programs. Recreational hours are opened at the Drew Steele Center, Eppes Recreational Center, South Greenville Recreation Center, and Boyd Lee Park. There are



special events such as Greenville Gives, A Celebration of Youth, and a variety of tournaments, including the Special Olympics Spring Games.

Chairperson Taylor stated that it has been another year of departmental challenges, progress, and success. The Members of the Recreation and Parks Commission and the Recreation and Parks Department staff are grateful for the City Council's support of their efforts.

Redevelopment Commission

Chairperson Jeremy King stated that the Redevelopment Commission (Commission) was established in 2004 as part of the City's Bond Referendums issued at that time - a \$5 million Center City Bond Referendum and a \$5 million West Greenville Bond Referendum. The Redevelopment Commission was created to oversee that budget. The bond funds had to be fully encumbered by December 31, 2014. Presently, the Redevelopment Commission serves in an advisory position, when the City Council takes action on some of its projects.

Chairperson King gave information regarding a list of the recent Redevelopment Commission's projects:

- | | |
|--|------------------------------------|
| 1. Imperial Site | 7. Merchants Lot |
| 2. Uptown Theatre | 8. Small Business Plan Competition |
| 3. Go Science/A Time for Science | - History/Data |
| 4. NCDOT Easement | - FY 2017-2018 Grant Recipients |
| 5. 604 Clark Street | 9. Revitalization Grant |
| 6. West 5 th Street Parcel #06420 | - Hodges Alley |
| | - Uptown Banners & Signs |

Chairperson King stated regarding the Imperial site, the Commission has overseen the Environmental Protection Agency Brownsfield grant in the amount of \$400,000, which was used to clean up environmental contamination on the site (tank removal and petroleum excavation). The Commission will make sure that the project is completed for whatever the City Council's decision might be for the Imperial site.

Chairperson King stated that the Uptown Theatre has had a lot of challenges. The property was acquired for the purposes of redeveloping and replacing it with a new theatre. Over time, nonprofits were unable to raise funds for the project, so a Request for Proposal was done in 2014 and the theatre was sold to a private developer. The Commission has overseen the advance environmental cleanup for the property. The developer has pledged more than \$1 million toward the building and the new theatre will have 240 ticketed events per year. It is required by the conditions of the deed that the building will remain a theatre for 10 years and would be available for community use as well. The new theatre is scheduled to open March 2018. Two things should be done, to make parking lot improvements and to support the theatre as a historic landmark. That was one property that was placed back on the tax roll, and that is the goal of the Redevelopment Commission.



Chairperson King reported that the Redevelopment Commission purchased the Pugh's Tire building at 729 Dickinson Avenue in 2010. Some environmental preparation was done and it was leased to Go Science, which is a science education center. The lease is \$1.00 a year. It was debated about whether the Commission would move forward with the lease. There has been some mergers with A Time for Science of Grifton, North Carolina, and Go Science is under new leadership. Go Science is drawing more children and a diverse crowd from all over the City.

Chairperson King reported that the Redevelopment Commission has given Go Science a two-year lease. Outcome reports are required from Go Science to show how many people are coming in, that it is a diverse crowd, and whether Go Science is being a good neighbor to the Dickinson Avenue corridor. If Go Science is able to raise enough private capital, eventually the building would be transitioned over to Go Science. Hopefully, that will be another property placed back on the tax roll, although it is a nonprofit.

Chairperson King reported that the Commission has agreed to grant a temporary easement for the road frontage at 729 Dickinson Avenue (Go Science). The North Carolina Department of Transportation paid the City \$3,950 and the easement for roadway improvements from Reade Circle to Memorial Drive will begin in 2018. This is a Dickinson Avenue improvement project.

Chairperson King reported that there are two properties that the Redevelopment Commission owned and they have been transferred to the City of Greenville as part of the City Council's projects. One of the properties is at 604 Clark Street, which was purchased in February 2017 for the University Edge Development (Sidewalk Development) offsite parking (200 spaces). The Commission also conveyed the West 5th parcel #06420 to the City in May 2017 for a West Greenville commercial development.

Chairperson King reported that Merchants Lot is the parking lot located behind the theatre and Winslow's Restaurant. It is bordered by Merchants Alley. As part of the Commission's deal with the theatre, the parking lot must be reengineered for the parking of a tour bus for major ticketed acts. The Redevelopment Commission spent \$13,000 to do the study and to have discussions with the stakeholders about what they would want. It includes some parking and beautification. If there is ever any grant money or a shovel ready project, betterment to the Merchants Lot could be done by using that study.

Chairperson King reported that the Commission started the Small Business Plan Competition. The Commission does two cycles annually and they had some West Greenville grants and some City Center grants. Businesses were eligible for up to a \$15,000 grant based on certain criteria and possibly up to \$30,000 based on other criteria. From 2008 to 2016, 32 businesses received grants of varying amounts for a total of \$555,000. 78% of the recipients are still in business. This plan created 102 new full-time jobs and 227 new part-time jobs. Also, it increased the tax base in that tenants have invested capital in their building. In order for a business to be eligible for one above \$15,000 they must put in a significant contribution of their own capital into the structure. The City Council has



thought enough of this program to continue it over the years and to fund the Redevelopment Commission to oversee it.

Chairperson King reported that a West Greenville grant was awarded to Melt LLC at 815A Dickinson Avenue. They relocated from outside and it is a fitness facility. Also, one was given to Blackbeard Coffee Roasters at 203 East 5th Street, which is opening September 1, 2017. Those were the spring recipients. In the fall, a \$10,000 Center City grant was awarded to Art & Sole, a retailed shoe/boot boutique, at 505 South Evans Street. A \$20,000 grant was awarded to Whirligig Stage at 628 Pitt Street, which is a private for profit theatre company. Whirligig Stage is an example of a private business providing outreach programs for students and doing theatre education in West Greenville. A restaurant, Ford & Shep, was awarded a \$10,000 grant and it will open at 718-720 Dickinson Avenue.

Chairperson King reported that the Commission has been responsible for the alleyway improvements in the Uptown District, specifically, the Merchants Alley and the remaining one with appropriated funds is the Hodges Alley. The proposal is to make Hodges Alley a pedestrian alley only. The Hodges Alley is under construction presently, but the Commission has run into some issues of how to do that. The revitalization funds will be spent by March 2018. Some permeable brick pavers will be installed because of the poor drainage and the work done will be similar to the other alleys.

Chairperson King reported that recently the Commission received some grant money and appropriated the money for new banners to show the districts of the City and to unify them with the present signs. That is one of the Commission's small projects that has continued throughout the years as part of the City's wayfinding signs campaign.

Chairperson King stated that at some point, the duties of the Redevelopment Commission will end. The money has been spent, but the Commission may still have parcels and have to decide what will be done with those parcels. The empty lot on Evans Street that runs from the parking garage to Evans Street was a Redevelopment Commission acquired lot. The lot was brought in to relocate a business and the business is required to provide access to Evans Street. That is still one of the Commission's projects, but the members have not done any Request for Proposals on it lately. When the parcel was first acquired, the Commission made plans to construct and rent out to tenants but rental rates that they could charge did not support that.

Chairperson King reported that there are also lots on West 5th Street and a wonderful design to continue on West 5th by the Jackie Robinson Baseball field. It would cost \$2.2 million and it was a plan done by the Commission at the time. The Commission is looking for a grant or a shovel ready project and the Commission would love to see that done. The Redevelopment Commission is trying to get its projects completed and turn them back over to the City.



CONSENT AGENDA

City Manager Ann Wall introduced the following items on the Consent Agenda:

- Minutes from the regular City Council meetings held on March 20, April 10, and May 11, 2017 and special City Council meetings held on June 3, June 12, June 14, June 26, and July 7, 2017
- *Removed For Separate Discussion* Resolution Amending the Assignment of Classes to Salary Grades and Ranges (Pay Plan)
- Memorandum of Understanding with East Carolina University relating to the Lucille W. Gorham Intergenerational Center
- Resolution approving the lease agreement with the State of North Carolina for the Lessie Bass Building located at 1100 Ward Street – (Resolution No. 041-17)
- Resolution approving the lease agreement with the State of North Carolina for the school building at the Lucille W. Gorham Intergenerational Center – (Resolution No. 042-17)
- Resolution Accepting Dedication of Rights-of-Way and Easements for Glen Castle at Irish Creek – (Resolution No. 043-17)
- *Removed For Separate Discussion* Contract with The East Group, P.A. for On-Call Architectural/Engineering Services
- Purchase order request for an EMS vehicle for the Fire/Rescue Department
- Report on Bids and Contracts Awarded
- Various tax refunds greater than \$100

Council Member Connelly requested to remove the resolution amending the assignment of classes to salary grades and ranges (Pay Plan) under the Consent Agenda for separate discussion.

Council Member Godley requested to remove the contract with The East Group, P.A. for on-call architectural/engineering services under the Consent Agenda for separate discussion.

Motion was made by Council Member Smiley 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 (PAY PLAN) – (Resolution No. 044-17)

Assistant City Manager Michael Cowin explained that at its May 8, 2017 meeting, staff received a directive from the City Council 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. At that time, two Building Inspector positions and one Building Inspector/Plans Reviewer position were vacant. Additionally, there is an employee who is approaching retirement over the next fiscal year and another employee is confined to certain tasks due to medical restrictions.

Assistant City Manager Cowin stated that simultaneously, the City was experiencing about a 30% increase in the volume of inspections due to the high level of development taking place in the city. It is anticipated this level of activity will continue over the next several years. Also, there was about a \$132.5 million increase in the value of those inspections due to large projects.

Assistant City Manager Cowin stated that staff has made progress with addressing the concerns of filling those vacancies. There is a very competitive market for Building Inspectors. Staff looked at hiring candidates who had standard certification and those who were on probationary status and must work under the license of an inspector with standard certification. Staff has moved forward with filling a few positions and is looking at filling a third position and is even in the process of recruiting a Building Inspector/Plans Reviewer. The Assistant Building Inspector position is being added to provide that extra degree of oversight for the other positions and to make sure that the City is doing whatever possible to build up their certification.

Assistant City Manager Cowin stated that a way must be provided to keep Building Inspectors employed with the City. Staff is proposing to over hire by one position because there may be some vacancies in the near future. Also, the City is looking forward to providing some levels within its pay grade for certification levels. So that two years down the road, the City would not be in the situation of having several vacancies and cannot quickly fill those Building Inspector positions.

Council Member Connelly stated that he is in full support of staff's proposal. However, he is questioning that staff made offers to two individuals having probationary level certifications. Council Member Connelly asked whether those individuals have accepted the positions.

Assistant City Manager Cowin responded that those two individuals have accepted the Building Inspector positions.



Council Member Connelly stated that his concern is that the City had a 166% increase in permit valuations which is a great sign of expenditure growth for the City. That also translates to a 30% increase in permits volume, which means that the City is seeing a lot more work as well. He wants to make sure that the City is in a good situation where staff is not overloaded with inspections.

Assistant City Manager Cowin stated that this is not a move backwards or a position to stand still. This is a move that will allow the City to be able to fill positions as quickly as possible and to be able to meet that level of demand.

Mayor Pro-Tem Glover asked how staff's proposal would change the salaries for those who are already working as Building Inspectors. Mayor Pro-Tem Glover stated if the City hires someone else in a higher pay grade then it may affect the pay grade for senior Building Inspectors, causing salary compression.

Assistant City Manager Cowin responded that the salaries for all Building Inspector positions have been adjusted by 5% to avoid that situation so that the City can attract a higher level of candidates in the market.

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

THE EAST GROUP, P.A. FOR ON-CALL ARCHITECTURAL/ENGINEERING SERVICES

Council Member Godley stated that The East Group does great work in Greenville and on this side of the State of North Carolina. Council Member Godley asked specifically, what type of work is the City lacking and how many employees are needed to get that work accomplished.

Building & Grounds Superintendent Kevin Heifferon responded that The East Group has been a valuable partner, and their expertise is needed for projects that are very difficult for the City staff to do. For instance, the 500 kilowatts generator at the Police/Fire-Rescue Departments was replaced a year ago. The City has a lot of talented people at the Public Works Department, but there are not many who know how to replace a generator for an entire building. The East Group will be doing the big ticket item projects at City Hall and the Municipal Building such as roof replacement. Additionally, the East Group will help the City with the design, bidding, and specifications for an addition at Fire Station #2.

Council Member Godley stated that the contract entails \$750,000 for the next two-years, which is a significant amount of money, even though it does not mean that amount will be spent. He is curious about why the City is not looking at potentially hiring more engineers for these projects. However, the City needs a resource that has access to individuals from different engineering backgrounds.



Motion was made by Council Member Connelly and seconded by Council Member Smiley to award the contract for on-call architectural/engineering services to The East Group, P.A. in an amount not to exceed \$750,000 over the term of the contract. Motion carried unanimously.

NEW BUSINESS

APPOINTMENT OF A PERSON TO FILL THE VACANCY IN THE OFFICE OF COUNCIL MEMBER OF DISTRICT 1

Council Member Godley requested to move this item on the agenda after the Consent Agenda.

Motion was made by Council Member Smiley and seconded by Council Member Godley to move the appointment of a person to fill the vacancy in the Office of Council Member of District 1 on the agenda after the Consent Agenda as the first item of New Business. Motion carried unanimously.

City Attorney David A. Holec stated that at its August 10, 2017 meeting, the City Council continued this appointment to allow opportunity for additional persons to file an application. Also, it would give the City Council the opportunity to possibly vet the applicants about their interest in being nominated to fill the vacancy for District 1. It is the City Council's authority and responsibility to appoint somebody to fill that vacancy, based on the applications that have been submitted to the City Clerk's Office. City Clerk Carol Barwick has provided the City Council with copies of the applications and supporting material. The City Council has received applications from 1) Shawan M. Barr, 2) Kimberly Renee Carney, 3) Micah Lockhart, 4) Margaret Reid, 5) Michael Glenn, and 6) Henry Williams, II.

Mayor Smith called for nominations for the appointment of the person to fill the vacancy in the Office of Council Member for District 1.

Mayor Pro-Tem Glover stated that at least two minority City Council Members should serve on the Greenville City Council (carved out in that manner in the 1965 Voter's Rights Act) because Districts 1 and 2 are minority majority districts. The Council Member At-Large is also a position minorities could be elected to serve, but only one minority has been successful in serving as Council Member At-Large.

Mayor Pro-Tem Glover nominated Shawan M. Barr to fill the vacancy in the Office of Council Member for District 1. Mayor Pro-Tem Glover stated that Ms. Barr is in that community every day with her work. She does a survey in the underserved communities annually to determine what is needed and she incorporates that into the programs offered at the Lucille W. Gorham Intergenerational Center, where she is employed. That Center



changed this community at a time when it was really needing some stimulation to come off of life support.

Mayor Smith asked for any further nominations.

Council Member Godley nominated Michael Glenn to fill the vacancy in the Office of Council Member for District 1. Council Member Godley stated that Mr. Glenn could provide an interesting perspective to the Greenville City Council. Members of the City Council always seek the advice of individuals who are actually involved in the redevelopment of the downtown. It would be interesting to work with an individual who has really brought a lot of good things to the uptown community from a business perspective. Mr. Glenn could have discussions about and justify how the City can continue to grow its urban core.

Council Member Smiley nominated Margaret Reid to fill the vacancy in the Office of Council Member for District 1.

There being no further nominations, Mayor Smith declared that the nominations were closed.

Following the nominations of Shawan M. Barr, Michael Glenn, and Margaret Reid, the City Council voted 4-1 to appoint Shawan M. Barr to fill the vacancy in the Office of Council Member for District 1. Mayor Pro-Tem Glover and Council Members Smiley, Connelly, and Mercer voted in favor of the appointment and Council Godley voted in opposition.

City Attorney Holec stated that Ms. Barr received the majority vote and there is no need to go further with the remainder of the nominees.

Mayor Smith declared Shawan M. Barr as the appointee to fill the vacancy in the Office of Council Member for District 1.

City Attorney Holec suggested that the City Council could wait until the end of the meeting to administer the Oath of Office, so that Council Member Barr is not at the disadvantage to vote on items because of not having the opportunity to receive the full information.

UPDATE BY THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION ON FIRE TOWER ROAD AND PORTERTOWN ROAD PROJECTS U-5870 AND U-5785

Project Development Engineer Bill Kincannon of the North Carolina Department of Transportation (NCDOT) stated that several meetings were held recently about Projects U-5870 and U-5785. Regarding the Fire Tower Road project, the NCDOT representatives first met with some of the business owners and held a second public meeting for the public officials as well as the general public.



Engineer Kincannon explained that the overall project consists of two projects. Project U-5785 involves widening a 0.6-mile stretch of Fire Tower Road from Charles Boulevard to 14th Street. Project U-5870 involves widening Fire Tower Road to Portertown Road and then widening Portertown Road to 10th Street. The objective is to improve traffic operations, reduce clashes, and enhance connectivity. Also, the project is part of the Greenville Urban Area Metropolitan Planning Organization Comprehensive Transportation Plan Major Thoroughfare. The following are some of the initial right-of-way dates and initial cost estimates:

• Begin right-of-way acquisition	June 2018	\$ 7,029,000
• Begin Utility Relocation	Late 2018	843,000
• Begin Construction	2019	<u>\$22,116,000</u>
• Total Estimated Cost		<u>\$29,988,000</u>

Engineer Kincannon stated that the NCDOT is proposing to use the same typical section that is being used for the Evans Street and Old Tar Road Widening project consisting of the following:

Typical Section
U-2817 Evans Street/Old Tar Road Widening

- Four travel lanes and a 16' median needed to accommodate anticipated traffic
- Five-foot bicycle lanes are recommended to safely accommodate bicycle traffic
- The curb and gutter facility minimizes impacts to homes, businesses, etc.

Engineer Kincannon displayed a flyover visualization of the typical section of Fire Tower and Portertown Roads and summarized other highlights of the project:

- Widening the existing roundabout at Fire Tower and Portertown roads from one circulating lane to two circulating lanes
- Building a roundabout with two circulating lanes at the intersection of Portertown and Eastern Pines roads
- Upgrading the Carolina Coastal Railroad crossing on Portertown Road with new gates and signals
- Reconfiguring the existing bridge over Hardee Creek for eastbound traffic and adding a second bridge for westbound traffic

Engineer Kincannon stated the majority of the crashes within the project area were left turn and rear-end crashes, which is predictable of an overcrowded roadway. The following is the history of the crashes within the project area:



Crashes within Project

Crash Type	# Crashes – Fire Tower Rd	# Crashes – Portertown Rd	Combined Total	Percent of Combined Total
Angle crashes	16	4	20	5%
Fixed object crashes	7	7	14	4%
Head on crashes	3	2	5	1%
Left turn crashes	56	32	88	23%
Run off road crashes	9	26	35	9%
Pedestrian crashes	2	1	3	1%
Rear end crashes	151	22	173	46%
Right turn crashes	12	2	14	4%
Sideswipe crashes	8	6	14	4%
Other	9	5	14	4%
TOTAL	273	107	380	100%
<i>Crash rate (total crashes per 100M vehicle miles)</i>	<i>589.57</i>	<i>370.38</i>		

2012-2014 statewide crash rate for two-lane undivided urban primary routes = 230.18 crashes per 100M vehicle miles

Engineer Kincannon stated that the NCDOT received a lot of comments about the Portertown Road speed limit. At the meetings with the homeowner associations, their strong preference was that the NCDOT maintain the speed limit at 35 miles an hour. The Fire Tower Road section will remain at the speed limit of 45 miles an hour.

Engineer Kincannon summarized the problems outside the current project:

Problems Outside Current Project

- Firetower Road intersections with NC43 and Arlington frequently do not function acceptably, with near total gridlock at peak hours.
- Firetower just east of Charles currently has about 22,000 average daily traffic, and is expected to have about 33,000 in 2040 design year.
- Crashes at Arlington/Fire Tower and Crashes at Charles/Fire Tower are predominately left turns
- *End result of no corrective action may be an area so congested it is avoided by all but commuters travelling straight through – with difficult access to area restaurants, shopping, and other businesses*

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Engineer Kincannon explained that Level of Service F is determined to be an 80-second or longer delay, but some of the times for the signal delays on Fire Tower Road and Charles Boulevard are 400 seconds. That is a significant wait.



Signal Delays - Firetower Rd & Charles Blvd

Intersection	Approach	Lane Group	Delay (sec)		LOS	
			AM	PM	AM	PM
SR 170B (E Fire Tower Road) at NC 43 (Charles Street)	Overall		169.9	242.4	F	F
	NC 43 Southbound	LT	198.2	446.0	F	F
		TH	263.5	235.7	F	F
		TH/RT	281.6	216.2	F	F
	E Firetower Road Westbound	LT	120.8	217.3	F	F
		TH	87.8	117.5	F	F
		TH/RT	93.3	108.8	F	F
	NC 43 Northbound	LT	225.7	346.9	F	F
		TH	211.1	451.9	F	F
		TH/RT	194.6	530.7	F	F
	E Firetower Road Eastbound	LT	255.0	313.7	F	F
		TH	260.7	278.3	F	F
		TH/RT	190.1	245.3	F	F

AM & PM Level of Service F in 2040 Design Year

Engineer Kincannon stated that the NCDOT determined an alternative development area with the idea of making the signals at Fire Tower Road and Charles Boulevard and Fire Tower Road and Arlington Boulevard two-phase signals instead of eight-phase signals. With the eight-phase signals, not enough cars can get through with the amount of lanes at this section. By doing this, all of the left turns are moved away from the key intersections to alternative places where they can be distributed and get people through that main section.

Engineer Kincannon summarized the timeline for the alternative development area and stated that there was not a lot of response at the business meeting. Therefore, the NCDOT staff visited every business being affected by the quadrants and provided them with flyers and an explanation of the alternative development plus they were invited to attend the public meeting. There were approximately 300 people in attendance at the community meeting and the NCDOT is still taking comments online and in writing for the remainder of the month.



Timeline of Alternative Development

Initial study – April & May 2016

- Review of proposed project design showed significant increase in failure for Firetower and intersections at Arlington and Charles
- Third Party Consultant brought in for initial congestion mgt study
- Project Design Firm assigned to develop alternatives
- City of Greenville presentation February 2017
- City Council approved of study for alternative methods

Alternative presentations

- Proposed Alternatives Meetings with Property Owners/Developers May/June 2017
- Area Business Community Presentation held June 22, 2017 ⁷⁴

Engineer Kincannon stated that a request for noise walls was received from several subdivisions. Noise abatement measures were determined to be preliminarily feasible and reasonable in six locations:

- North side of Fire Tower Road, behind Cleere Court residences. 6' high and 690' long
- North side of Fire Tower, near Mary Beth. 12' high and 973' long
- South side of Portertown near Sassafras Court. 6' high and 1110' long
- North side of Portertown Road near Elkin Ridge and Ashley Way. 6' high and 480' long
- North side of Portertown Road, behind the townhomes on the west side of Elkin Ridge Drive. 8' high and 220' long

Engineer Kincannon displayed several samples of stone and brick noise walls that are typically provided by the NCDOT.

Engineer Kincannon stated that the NCDOT has some problem areas on the quadrants and will determine what to do with Bells Fork and Kittrell Roads. There is a lot of concern about and a lot of people requested a roundabout at Bells Fork and Kittrell Roads. There is a median issue between Harris Teeter and Bostic Suggs. The NCDOT is looking at the entrance to the quadrant on Fire Tower Road and Turnbury Drive as well as the intersection on Arlington Boulevard and Turnbury Drive. The NCDOT is also looking at the area at Cherry Oaks, particularly at Mary Beth Drive as far as an access issue, which is unacceptable to the residents and the NCDOT agrees with them. Another request is to remove the signal at Charles Boulevard and Bells Fork Road, and the request will be addressed from a traffic engineer's perspective. All of the information as well as the flyover visualization provided to the City Council this evening is available at the NCDOT's website.



Council Member Mercer asked if there are any issues from the input received from the residents that cannot be addressed to their satisfaction.

Engineer Kincannon responded that the NCDOT met with several of the homeowners associations. The NCDOT is discussing the placement of retainer walls to keep people's yards as much as possible. The NCDOT has addressed most of the concerns, but there are some access and mobility issues that require their attention. A lot of people feel that this is a subdivision road, but it is actually considered a thoroughfare by the City of Greenville, having 20,000 plus cars traveling this road per day.

Council Member Smiley asked that the NCDOT contact information be announced.

Engineer Kincannon suggested that the public should call Project Manager Maria Rogerson at (252) 439-2800 or email her at marogerson@ncdot.gov.

Council Member Connelly stated there was discussion about a pass through for Turnbury Drive potentially going across an intersection, which is a challenge.

Engineer Kincannon stated the NCDOT realizes that will impact the business community, but this is a compromise between mobility and functionality. If the NCDOT does not have something there that functions for everybody, it should not be done. Right now, the NCDOT is targeting to make that section a through movement.

UPDATE BY THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR THE ALLEN ROAD WIDENING AND UPGRADE PROJECT NO. U-5875

Project Development Engineer Bill Kincannon of the North Carolina Department of Transportation (NCDOT) stated that the proposed Allen Road Widening project will run from Dickinson Avenue to Stantonsburg Road. The project is needed to increase capacity and improve mobility along Allen Road between the Dickinson Avenue Extension and Stantonsburg Road. This will be accomplished through the addition of new travel lanes and installation of access control measures on Allen Road as well as intersection improvements at Dickinson Avenue Extension and Stantonsburg Road.

Engineer Kincannon summarized the project's highlights:



U-5875 Project Highlights

- Scope:
 - Widen Allen Road to multi-lanes
 - Add bike lanes
 - Add a raised median
 - Study potential to add sidewalks
- Funding:
 - State Funding
 - \$ 19.43 million with \$2.9 Million Estimated Right of Way costs
- Alternatives:
 - Alternative 1 – widen mostly to the east, hold ROW to west in most areas
 - Alternative 2 – widen mostly to the west, hold ROW to east in most areas
- Impacts:
 - 43 Parcels partially impacted (4.57 Acres). No Relocations Anticipated
- Schedule:
 - Next Public Meeting March 2018 at Lake Forest Elementary
 - ROW 2019
 - Construction anticipated to begin 2021, anticipated completion in 2023

Engineer Kincannon explained that this project goes in and out of the city limits. Before installing sidewalks, the NCDOT must have an agreement for maintenance. The County will not participate financially on the sidewalks nor do they have the facilities to take care of the maintenance. The NCDOT is depending on the City to make a determination as to the participation so that there will not be a roadway with partial sidewalk and large open places. This a State funded project with a cost of \$19.5 million.

Engineer Kincannon stated that a symmetrical widening was not done for this project. The NCDOT looked at two alternatives:

- Alternative 1 involves widening Allen Road primarily to the east with the right of way limits on the west side of the road remaining in place in most locations.
- Alternative 2 involves widening Allen Road primarily to the west with the right of way limits on the east side of the road remaining in place in most locations

Engineer Kincannon explained that the widening to the west will impact a lot of personal properties and likely cause a few relocations. The widening to the east will not cause any relocations. A large waterline was recently removed, and the Greenville Utilities Commission stated that their strong preference was to move it in the opposite direction. The NCDOT has agreed to pay for the relocation of the waterline in order for this alternative to work and the people who live along the road will not be impacted as much.



Engineer Kincannon displayed the typical roadway section and a flyover visualization, and stated that the initial design was with a 23 ft. median and 12 ft. travel lanes and this is a 45 mile an hour facility. Allen Road will be moved to the east in its entirety.

Engineer Kincannon displayed slides and summarized the following alternatives for the project:

- Alternative 1 – Dickinson Avenue/Allen Road intersection to north of Woodridge Park Drive (3.02 MB)
- Alternative 1 – North of Woodridge Park Drive to north of Holly Glen Drive (3.00 MB)
- Alternative 1 – North of Holly Glen Drive to the intersection of Allen and Stantonsburg roads (2.97 MB)
- Alternative 2 – Dickinson Avenue/Allen Road intersection to north of Woodridge Park Drive (3.02 MB)
- Alternative 2 – North of Woodridge Park Drive to north Holly Glen Drive (3.00 MB)
- Alternative 2 – North of Holly Glen Drive to the intersection of Allen and Stantonsburg roads (2.97 MB)

Engineer Kincannon stated there are some concerns about Briarcliff Drive because the Lake Forest Elementary School is along the road. There is not a warrant requiring the traffic signal and it is not necessarily recommended, but he instructed the designers to include a traffic signal at this intersection. That would be the only signal going along the corridor. The remainder would be a street design. A historic house is on the site, but it is not going to be an impact. The NCDOT is still looking at the median options on both ends. The NCDOT is still trying to coordinate with the City about the sidewalks within the extraterritorial jurisdiction as well as the requested street lighting.

Council Member Connelly asked whether the aerial photos will be published at the City of Greenville's website.

Engineer Kincannon responded that everything that he presented this evening can be viewed at the NCDOT's website under the project's name, Allen Road Widening. The sketches are available at the City of Greenville's website under Presentations for this meeting.

Council Member Connelly asked about the status of the street lighting and sidewalks for the project.

Public Works Director Kelvin Mulligan responded that regarding the Allen, Fire Tower and Portertown Roads going out of the City, staff had discussions with the County and has not received a positive answer about whether the County will pay for the installation or maintenance of sidewalks.



Council Member Connelly asked if the City chose to be responsible for the installation of lighting and sidewalks, would the City need permission from the County to go ahead with the project through a maintenance agreement.

Director Mulligan responded that the County would not have a problem with the City paying for the installation of lighting and sidewalks.

City Attorney David Holec responded that the agreement to maintain the lighting and sidewalks would not be with the County, but the agreement would be with the NCDOT.

Director Mulligan stated that staff would have discussions with the County and make the determination about the right-of-way outside the City limits.

MUNICIPAL AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR DICKINSON AVENUE MODERNIZATION PROJECT NO. U-5606 BETTERMENTS

Public Works Director Kevin Mulligan stated that the Dickinson Avenue Modernization Project is one of the priority projects that were discussed at the City Council's 2017 Planning Session. The project involves improving Dickinson Avenue from Reade Circle to Memorial Drive. The estimated cost is \$12.1 million (Right-of-Way - \$1,355,000, Utility - \$860,000, and Construction - \$9,900,000). The acquisition of right-of-way and easements is underway and this project has been placed on hold until 10th Street is closer towards completion. The anticipated construction start is scheduled for 2018 and the expected duration of the project is 24 months.

Director Mulligan stated that the City is not widening this road and it will remain in its current geometry. The existing road between Reade Circle and Atlantic Avenue is also remaining unchanged. Staff had discussions with the local business owner and the North Carolina Department of Transportation (NCDOT) about widening the sidewalk and removing the one parking lane. The 12-13 parking spaces between Reade Circle and Atlantic Avenue are valuable to the business owners, so the City will go with the existing arrangement which is a two-lane road with parking on the south side.

Director Mulligan stated that the City requested the following improvements:

- Streetscape improvements such as brick strip on sidewalk, brick cross walks, tree pits, decorative lighting, etc.
- Project budget limits full streetscape improvements to section between Atlantic Ave & Reade Circle
- Decorative Lighting and landscaped areas will continue to 14th St.

Director Mulligan displayed several slides of the proposed Dickinson Avenue Streetscape Dickinson at Atlantic Avenue to Reade Circle showing the brick crosswalks and a sketch of the Dickinson Avenue at Clark Street intersection. Director Mulligan stated that the pocket



park was changed from Clark Street to Pitt Street. With the Greenville Transportation Activity Center (GTAC) buses, the City wants to bring Clark Street more towards a 90 degree entrance into Dickinson Avenue making a safer alignment. Atlantic Avenue and Clark Street will surround the Imperial site as well as the parking lot where the Sidewalk student housing development complex will be and the GTAC will be at the end of the street.

Director Mulligan stated that the municipal agreement with the NCDOT integrates the City's request for the streetscape elements and lighting design. The lighting installation would be from Reade to Memorial (pedestrian lighting ends at 14th). The estimated cost to the City of Greenville would be approximately \$1.6M. The City is responsible for the actual cost based on bid prices and that is payable at end of project. The project will be out to bid during the spring/summer months, the bid will be awarded late summer, and the contractor will start the project during late October 2018.

Motion was made by Council Member Connelly and seconded by Council Member Mercer to approve the Municipal Agreement between the City of Greenville and North Carolina Department of Transportation for the Dickinson Ave Streetscape improvements. Motion carried unanimously.

BENCHMARKING REPORT FOR PITT COUNTY ARTS COUNCIL AT EMERGE

Economic Development and Revitalization Manager Roger Johnson stated that at its 2017 Planning Session in January, the City Council asked the Office of Economic Development to look at leveraging the arts for economic development and revitalization purposes. The Office of Economic Development enlisted the help of the Pitt County Arts Council at Emerge into a two-year program and expanded their contract. Part of that contract was for them to benchmark other cities to see what was and was not successful. Holly Garriott, the Executive Director of the Pitt County Arts Council at Emerge, is present to give the City Council an update on their benchmarking report.

Ms. Garriott stated that for over two decades, Pitt County had no arts council and the State of Arts visited the Emerge Gallery in 2005 and asked them to consider becoming the arts council. The County Commissioners approved the Pitt County Arts Council in 2009. It expanded into the community not only to bridge the gap within its arts organizations, but also to bring to the community the arts programming that is needed and deserved to all citizens.

Ms. Garriott gave a detailed review of what the Pitt Council on Arts at Emerge does as the specific arts facilitator and arts administrator for Pitt County and Greenville. During 2016-2017, the Pitt County Arts Council at Emerge administered the following services as the Civic Art Facilitator and countywide Arts Council:

2016-2017 Year in Review

- Develop, promote and support the arts in the City of Greenville



- Serve as the voice for artists and arts organizations to better engage, support, and grow our arts with the community
- Partner and plan with stakeholders to ensure that the arts are a part of a future development, streetscapes, and plans with the community.
- Research the economic impact of the arts and cultural events and organizations within the City of Greenville and Pitt County
- Manage the call for artists for the DownEast Sculpture Exhibition and provide administrative oversight of honorarium and installation

Ms. Garriott reported that the Pitt County Council on Arts at Emerge disburses over \$30,000 in grants and \$23,000 to nonprofit organizations doing arts programming through the grassroots art program, which is funded by the North Carolina Arts Council. \$10,000 goes to the regional artist projects. The Pitt County Arts Council at Emerge is the regional administrator for 29 counties in Eastern North Carolina. They are the largest regional administrator for this grant and last year, six out of 12 of those grantees were actually located in Pitt County. As the designated partner to the North Carolina Arts Council, the Emerge Gallery increased their diversity of audience through a grant and the Convention & Visitor Bureau's funding.

Ms. Garriott reported that the Youth Public Arts project occurs every other Saturday at the Emerge Gallery, bringing youth from all over the County to the Uptown District. The youth work on public art projects and a music component has been added. The Artisan Good Medicine is the Emerge Gallery sending an artist to the Vidant Medical Center once a week to work in the Children's Hospital. Artists are sent to the Hope Lodge once a week, and once a month, a free Artisan Good Medicine workshop is held at the Emerge Gallery for those who have been affected by cancer. The Emerge Gallery has partnered with Pitt Community College to offer an Art Means Business workshop, which offers free business advice to any artists. The Pitt County Council on Arts at Emerge is also the co-coordinator with Uptown Greenville for PirateFest. A calendar of events is provided so that citizens are aware of art events and a weekly newsletter is sent to 6,000 residents. Recently, they started an arts profile database.

Ms. Garriott reported that the Pitt County Council on Arts at Emerge meets with countywide organizations quarterly to find out their concerns and suggestions to improve the community and the Arts Council. They have been working with the City of Greenville on how their programs can be integrated with the City's future developments, streetscapes, and plans. Art is not an add-on. It is something that must be part of the plan from the beginning to make it successful.

Ms. Garriott reported that the Pitt County Council on Arts at Emerge facilitates a civic arts committee. This committee has been enlarged to become the arts district research committee. The committee has members from throughout the community and they have worked extremely hard this year on the Arts District research.



Ms. Garriott reported that this year, they have worked with the A Time for Science for GO Science and hopefully, they will begin their first Greenville artists and residents program. In September 2017, the Pitt County Council on Arts at Emerge will release its data on the economic impact of the Arts Study. Pitt County Development Commission helped to fund this study. This will help them to be able to quantify the economic impact of the arts for helping the businesses. Also, they also managed the call for entries for the Down East Sculpture expedition.

Ms. Garriott stated that the goal of this Art District plan is to outline a broad vision and goal of what an arts district is and to highlight its benefits. Also, to recommend a series of projects and initiatives that can advance uptown Greenville to become the arts center of Pitt County and ultimately for the region. During this last year, they researched a lot of different arts districts throughout the country.

Ms. Garriott reported that trips were taken to five different arts districts and they began conversations with the East Carolina University Fine Arts and Communications on how can they bring the University to be part of the plan. The Pitt County Council on Arts at Emerge visited Seagrove, Kinston, and Fayetteville, North Carolina and Norfolk and Virginia Beach, Virginia. The City of Fayetteville is at the end of its planning and recently hired an Executive Director for its Arts District. Parts of their plan is being used to help with the Pitt County Arts Council at Emerge stakeholder and public engagement meetings.

Ms. Garriott reported that the Pitt County Arts Council at Emerge will add a marketing and promotion area. Physical boundaries will be considered including how many blocks does it encompass, are there institutions that are cornerstones, whether the Arts District is walkable, and how to define the area. Norfolk will have incredible lighted archways and an artist was hired to supervise volunteers.

Ms. Garriott reported that municipalities create an Arts District because it is economic development not only does it bring foot traffic it brings businesses. The Chef and the Farmer Restaurant started a creative movement in Kinston where public art organizations are included. That has created a tourist destination.

Ms. Garriott reported that programming is big. In Norfolk, they have the pianos where any individual can play. Also there is impromptu to street artists. Fayetteville is looking at their Courthouse lunch foot traffic.

Ms. Garriott stated that Kinston has created an entire neighborhood with reduced rents and the ability to purchase the houses in the neighborhood. That is done through a private foundation. It is not only for visual artists. Brew masters, chefs, and other creative people are able to take advantage of this incentive for artists and organizations. Some of the incentives in Virginia, Maryland, and other states have to be mandated by the State legislature. In Maryland, there is a sales tax waiver so any artists or arts organization do not have to pay sales tax. Now, the performing arts organizations are required to pay sales tax on ticket sales. That is something that they cannot do in North Carolina at this point.



However, cities can create waivers for the payment for building permits or business privilege licenses. There are ways to help incentivize getting arts and arts organizations.

Ms. Garriott stated that the Pitt County Arts Council at Emerge has grants with their business plan. Incubators and artisan residences are incentives to bring artists to Pitt County and to retain them. They were really amazed with Norfolk and the amount of public art within the district. A lot is funded through their municipality; however, private businesses are also involved. In Virginia Beach, the Vibe Arts District budget is very small and they rely on the current businesses to take ownership.

Ms. Garriott stated research shows that the ones who governance the arts districts are the municipality, private non-profit organization, downtown association and the arts council. They will continue to investigate what is the best approach for an Arts District governance. The Pitt County Arts Council at Emerge will be doing the following steps next year:

Next Steps

- Stakeholder Meetings
- Civic Engagement Meetings and Public Input
- Surveys
- Consideration for Trial Programs
- East Carolina University Engagement Exploration
- SmART City Integration
- Recommendations for consideration of an Arts District

UPDATE ON POLICE DEPARTMENT'S CHILD TRAUMA RESPONSE INITIATIVE

Chief of Police Mark Holtzman stated that Mayor Smith mentioned this initiative to him a year ago. The Greenville Police Department (GPD) applied for and received the grant for a Child Trauma Unit. Child Trauma Response Victim Advocate D'Nise Williams-Braswell of the GPD will give the update.

Advocate Williams-Braswell reported that in 2016, the GPD received a grant from the Governor's Crime Commission to begin its Child Trauma Response Initiative. This initiative is a partnership between the mental health professional and patrol officers as well as detectives to identify children, who have been exposed to trauma and violence, and to make sure those children receive immediate crisis attention and long-term referral services, if needed. This includes their exposure to domestic violence, shootings, and other traumatizing events that impact their lives.

Advocate Williams-Braswell reported that children are provided with immediate mental health first aid on scene, as needed. As the Child Trauma Response Victim Advocate, she is like the MET (Medical Emergency Team) doing short-term crisis intervention which includes getting the children to the doctor, long-term counselling and referral services. If immediate response is not required and she does not have to go on scene, she contacts the



families by phone or at their homes usually within 2-3 days. She has built a network of community agencies for mental health and food services. She is working on monetary services to make sure that all of the needs of the parents can be met so that the children have a stable environment in order to get better as well. Services are completely voluntary. She does not serve in any investigatory role. She maintains in contact with the families, who accept services, to check up and reassess their needs for a period of at least two years. It has not happened yet, but officers will receive comprehensive training on the effects of childhood trauma and child development.

Advocate Williams-Braswell reported that the trauma she sees most often is when children witness domestic violence in their home and also sexual or physical assault and abuse, traffic accidents, community violence, neglect or emotional abuse, bullying, witnessing the arrest of a loved one, homelessness, and home break-ins.

Advocate Williams-Braswell explained why the initiative is important, stating that a study was done by the Center for Disease Control and Kaiser-Permanente Insurance Company that focused on Adverse Childhood Experiences (ACEs). It examined about 17,000 individuals, largely middle class, suburban patients. It asked 10 questions about childhood experiences such as domestic violence, abuse, parents who had substance abuse issues or incarcerated parents, etc. The study found that

- Adverse Childhood Experiences have been shown to disrupt brain development in children
- The more ACEs you have, the greater your risk for chronic disease, mental illness, violence and being a victim of violence.
- People with an ACE score of 4 are twice as likely to be smokers and seven times more likely to be an alcoholic
- Having an ACE score of 4 increases suicide by 1200 percent and an ACE score of 6 or more can shorten a life span by up to 20 years.
- People with high ACE scores are more likely to be violent and more likely to have negative interactions with the criminal justice system

Advocate Williams-Braswell stated that advocates provide information to parents/guardians about what to expect (as far as trauma and traumatic stress), and offer information designed to better equip both the adult and child with ways that they can cope and move forward, even if they do not seek to be referred to long-term professional resources. By offering education, support, and referral services, the goal of this program is to decrease the long-term effects of ACEs on these children, while establishing rapport with the community to know that the GPD cares.

Advocate Williams-Braswell stated that she was hired by the GPD in January of this year and she began responding to children in May 2017. Since that time, over 90 children have been offered services, and their families were given information and lists of potential resources.



Chief Holtzman stated that this is an example of the GPD trying to do even more in the community and filling some gaps in the community. Advocate Williams-Braswell will be working throughout the community with different partners and not only with the GPD. Offering services to 90 children is impactful already. It is not that the GPD never tried to offer services to the victims. It is now that the GPD is really intentional about it and is trying to understand how that trauma builds up in a child's life and how the GPD can intervene at an early stage. It is a good program.

Council Member Godley asked about the staff coverage for the program.

Advocate Williams-Braswell responded that she is the only one and, hopefully, the staff will grow.

Council Member Godley stated that a child cannot choose who their family is at the end of the day and some have better families than others. This program will help a lot of people and, hopefully, Advocate Williams-Braswell will have coworkers in her department. It is wrong when the children are exposed to domestic violence, taking their innocence away from them.

Council Member Connelly stated that it was great to read the information in the agenda package about the initiative, and it was eye opening about the number of children that Advocate Williams-Braswell has touched within a short period of time. Hopefully, she will get some assistance and the program will grow because there are many children who could use her services.

Chief Holtzman stated that Advocate Williams-Braswell literally researched and developed the information for the presentation. What was presented to the City Council this evening is only a fraction of a longer PowerPoint presentation and training session that she will have for all of the GPD officers.

Mayor Smith stated that she is in the community a great deal, seeing and hearing some of the children's experiences. She was fortunate to hear about this program and bring information back to Greenville because she knew it would benefit the City long term. If the GPD deals with the children early and some of the issues and challenges then, hopefully, the City is keeping them from being a part of the criminal justice system. Some children have been able to work through ACEs effectively because of a support system.

REQUEST BY THE POLICE DEPARTMENT TO UTILIZE FEDERAL ASSET FORFEITURE FUNDS TO PURSUE VARIOUS PROGRAMMING

Chief of Police Mark Holtzman reported that the Greenville Police Department is requesting the expenditure of Federal Asset Forfeiture funds in the amount of \$58,000 for several programming items. The City's Federal Forfeiture cash account has an approximate available balance of \$169,069. These are not tax dollars.



Chief Holtzman summarized the items to be purchased, stating that the Narcan estimated cost is \$4,356. The Community Satisfaction Survey is a partnership with East Carolina University. The cost is \$15,359 and he questioned that amount. The Commission on Accreditation for Law Enforcement Agencies, Inc. requires the GPD to do this survey. A survey was done by the City three years ago and some of the information collected was related to police services. Staff contacted the vendor, who provided the survey services for the City, and the vendor will be able to conduct this survey and there may be some savings. In order to keep the GPD in compliance, the survey must be redone.

Chief Holtzman stated that although the GPD is accredited, its goal is to get accreditation in the crime scene investigation category. The estimated cost is \$9,150 plus \$6,000 for training. The Pen-Link is basically a computer and access to computer software. The GPD is in need of a second access portal within its investigation units. This is a one-time cost and the recurring cost for the maintenance fee will be taken out of the GPD's normal budget. The Pen-Link software is used for GPD's phone analysis and it helps when the GPD is trying to get a court order and to do live track off of cellphone towers. It is not used for eavesdropping. The estimated purchase price is \$23,400.

Motion was made by Council Member Connelly and seconded by Mayor Pro-Tem Glover to use Federal Asset Forfeiture Funds for the various programming discussed. Motion carried unanimously.

Mayor Smith asked Holtzman to explain what happened with the GPD using a large noisy explosive device at a home in West Greenville. Mayor Smith stated that the City Council just approved the purchase of some materials and things to be able to help in a civilian arrest within the City. People are concerned that the City may be using them too soon.

Chief Holtzman stated that the device used is commonly referred to as a distraction device. This device has a loud noise and a bright white light, if it is used inside a house. In this particular case, the device was used outside of the house and was actually tossed away from the home and not in or next to the home. It is designed to startle and distract, and disorient. The decimal level of the distraction device is below what would cause any permanent hearing damage. In a dark area, the white light will knock out one's night vision temporarily, which is similar to shining a flashlight in one's face while in a dark room.

Chief Holtzman stated that in this case, the officers had a court order search warrant for narcotics inside a home. The GPD officers performed an evaluation on the home to determine whether a SWAT team was required. When the officers were at the house, one of the targets, a female was on the porch and she saw the officers and ran inside of the house. In order to reestablish those situations, a distraction device is used by SWAT teams.

Chief Holtzman stated that when the front door was breached with a ram and the officers stepped back and called everybody out of the house, children were present and the mother was arrested with no handcuffs. Drugs, needles, and other things were recovered from the home.



Chief Holtzman stated that there is a danger side of what the GPD does, but there are definitely some safety rules to follow when using distraction devices and SWAT teams. These devices have been in existence for 25 years plus. The Def-Tec Distraction Devices used by the GPD were not recently purchased and are standard SWAT equipment to regain the element of surprise. Today, SWAT teams breach and hold – breach the front door, hold, wait, and call everybody out. At that point they have given everybody an opportunity to come out then the officers are put in harm's way to go inside and clear a home.

Chief Holtzman stated that this weekend, in about a 24-hour period, the GPD officers made over 10 arrests and took about 6-7 guns from various places all over the City. Not a single person was hurt. There were no injuries in the use of the distraction device case either.

CONTRACT AWARD FOR THE STORMWATER ADVISORY COMMITTEE (SWAC) FACILITATION AND RATE STUDY

Director of Public Works Kevin Mulligan stated that this contract is for WK Dickson to lead the Stormwater Advisory Commission (SWAC) in the evaluation of the City's current stormwater ordinances, looking at and recommending potential level of service changes, and then the associated cost, if the City increases or decreases its level of service. The contract also includes looking at some design standard changes for the City's construction and the construction of the community, capital project recommendations, and most importantly the impact that they will have on the utility and the recommendation for the sustainability of the utility.

Director Mulligan stated that at the end of September 2016, staff gave a presentation on the Watershed Master Plan and Hurricane Matthew occurred a week later. This storm as well as routine storms is why the City has a stormwater utility, protecting the City infrastructure both fiscally and financially. The City's infrastructure needs to be sustainable so that the businesses have the ability to flourish.

Director Mulligan summarized the goals and priorities of the 2002 SWAC, and stated that the total cost of that project was \$600,000.

Goals & Priorities of 2002 SWAC

- Integrate regulatory programs (Tar-Pam Rules, NPDES, etc.) to minimize overlap, duplication, and financial burden to the City
- Address stormwater quality and quantity
- Partner with the development community for stormwater quality and quantity controls
- Manage the City's stormwater drainage system on a performance basis
- Update the City's Manual on Design Standards
- Enhance the City's stormwater system maintenance capabilities
- Provide for stable, long-term funding of the City's stormwater program



Director Mulligan summarized the following goals and priorities of the 2017 SWAC, which also includes the services that WK Dickson will be providing to the City. The total cost of the project is approximately \$225,000.

Goals & Priorities of 2017 SWAC

- Define extent and level of service
- New infrastructure approval and acceptance
- BMP maintenance approval, acceptance, and maintenance
- Capital project prioritization and long-term planning
- Review development regulations
- Based on above - analyze utility rate structure, collections, and enforcement

Director Mulligan stated the City's monthly stormwater fee is \$5.35 for every 2,000 square feet of impervious cover. Residential properties will be placed in one of the City's tiers. All multi-family or non-residential properties will be charged \$5.35 per 2,000 square feet of impervious area actually existing on their property per month.

Tier	Impervious Area	Monthly Fee
I	200 sf – 2000 sf	\$5.35
II	2001 sf – 4000 sf	\$10.70
III	4001 sf – 6000 sf	\$16.05
IV	6001 sf +	\$21.40

Director Mulligan stated there was a lot of focus in the Watershed Master Plan about detention. The benefits of detention are reduced peak so that it mimics pre-development and reduced water surface elevation (flooding), and it reduces erosive velocities (reduce streambank erosion). The challenges can include offsetting the peak enough so that it doesn't contribute to the peak of the stream, and minimizing extended exposure of already unstable stream banks to water can expedite erosion.

Director Mulligan stated the City went from a peak flow regulation of one-year to including a five-year and ten-year and then a twenty-five year peak flow regulation in the stressed watersheds. The following is a summary table of what other cities are doing:



SUMMARY TABLE

Peak Flow Regulation (X yr/24hr storm)							
Rank	Municipality	Regulations	1	2	5	10	25
2	Raleigh	Neuse, Falls, Water Supply, Phase 1		No Increase			
5	Durham	Neuse, Falls, Water Supply, Phase 1	No Increase	May require address impact	May require address impact	May require address impact	May require address impact
6	Fayetteville	Water Supply, Phase I	No Increase			No Increase	May require
8	Wilmington	Phase 2, CAMA	No Increase	No Increase		No Increase	No Increase
10	Greenville	Tar-Pam, Water Supply, Phase 2	No Increase		No Increase	No Increase	May require
14	Jacksonville	Phase 2, CAMA				No Increase	
15	Rocky Mount	TarPam, Phase 2, Water Supply	No Increase			No Increase	No Increase
18	Wilson	Neuse, Water Supply	20% reduction	20% reduction		10% reduction	10% reduction

Director Mulligan stated that the City is required at a minimum, no net increase in peak flow leaving the site from pre-development conditions for the one-year, five-year and ten-year, 24-hour storm events. Also, in areas at special risk with well documented water quantity problems as determined by the City Engineer, no net increase in peak flow leaving the site from pre-development conditions for the 25-year, 24-hour storm event. There are special risk areas subject to detaining the 25-year, 24-hour storm event including the entire Greens Mill Run Watershed and Meetinghouse Branch Watershed as well as the Fork Swamp and Swift Creek Watersheds.

Director Mulligan reported that the most major recommendation in the Watershed Master Plan is the inventory of the City’s stormwater system. Two years ago, the City had no inventory of its pipes and ditches and now it is known that there are 200 plus miles of pipes and 75 miles of ditches. Staff has modeled the existing system and modeled the system against the future buildout. Regarding the capital projects, watersheds are modeled and developed to provide the desired level of service, based on is it a neighboring road or a culvert going under a railroad. The capital projects were prioritized based on nine categories including cost, health and safety, and protection to infrastructure.

Director Mulligan reported that there are Watershed Master Plan capital project improvements that will get the City to its 10-year, 25-year, and 50-year levels of service. The total capital project improvements costs are estimated at \$150-170 million over 25 years:

- Flood Control Primary \$80-95 million
- Flood Control Secondary \$40 million
- Streambank Stabilization \$12.5 million
- Water Quality \$20.5 million



Director Mulligan reported that the capital project replacement costs are estimated at \$230 million with a timeline of 40 years. That includes 237 miles of pipes (\$220 million), 17,000 structures (\$50 million), and less secondary projects (\$-40 million). The summary of the needs is as follows:

SUMMARY OF NEEDS

Replacement Costs	\$ 230M	→	\$6M/yr
Improvement Costs	\$ 150M	→	\$6M/yr
Operational Costs	\$ 3M	→	\$3M/yr
<hr/>			
Annual Needs =	\$15M/YR		
FY18 Utility Revenue =	\$6M		

Director Mulligan stated there has been discussion about the importance of getting some of these capital projects done. Last year, the City took its first bid on the Town Creek Culvert project and the bids were extremely high. The design was changed and restrictions were removed so the contractor was allowed to build during a certain period of time in front of the East Carolina University, and the City received a bid that was significantly lower.

Director Mulligan summarized the schedule for the implementation of the project:

PROJECT IMPLEMENTATION

Contract Award	August 2017
Continue SWAC Monthly Meetings	September 2017
Ordinance/Policy Recommendations	Quarter 1 2018
Utility Rate Study Complete	Quarter 2 2018
Bond Analysis Complete	Quarter 3 2018

Council Member Smiley stated that level of service is how much water can be carried through the system. If the City has a system that carries a five-year storm, and the City experiences a 10-year storm, then that water goes or stays somewhere. So, if the water was on an open field or farm, then the City would be comfortable with the level of service being a five-year storm. Whereas, if the water was going to flow into hundreds of homes, the City would not want that to happen every five years, so the City would need a 25-year level of service.

Council Member Smiley stated that in an ideal world, level of service would be infinite, and it would always carry all of the water through the system and the homes would never be flooded. If somewhere there is the biggest perfect pipe in the world that flowed into a black hole carrying all the flood water away where flooding is all of the time, the City is striking a balance. That is the meaning of level of service.



Director Mulligan stated that there are a couple of meanings of level of service and that is one of them. There are one-year, five-year, 10-year, and 25-year storms, and that is the way they are described. It is a poor description. It is not a storm occurring every 25 years, but it is that the City has had a certain amount of rainfall. The City probably had five 25-year storms in the last three years and two five-year storms in the past 15 years. There is a 10% chance of a 10-year storm happening, and a 1% chance of a 100-year storm happening. The percentages have gone up in the last few years. There is no change in what a 100-year storm is. It is just that frequency is the other part of that level of service.

Director Mulligan stated that one of the requests that staff receives most is for the ribbon roads, which are without the curb and a swale is next to them. That is the other part of level of service. The residents' do not want the water in front of their houses, and they ask for a stormwater pipe and curb, so staff looks at installing a 2,500 ft. stormwater pipe and a curb. If there are 25 houses contributing to that, the pipe would cost \$500,000-\$600,000 and it will last for 40 years. The amount of money raised from those 25 houses over a 40-year period is \$150,000. That level of service is once the house and neighborhood are built, does the City want to change how the stormwater works. The City wants to put in a stormwater infrastructure, but there is an expense for that and all their money went toward the pipe, which will actually never pay for itself.

Council Member Smiley stated it was mentioned that level of service could include how much time is spent mowing or clearing things such as grass out of ditches and they actually stop the water. In theory, the City could have a level of service incredibly high where the City mowed their lawns for them. At some point, it stops contributing to the stormwater situation.

Director Mulligan stated that the City would want to get rid of the grass because it would start erosion. There is a lot of streambank erosion in the City as there are areas that were not constructed with BMPs or storage ponds. There is a heightened velocity in those ditches plus streambank erosion. As the ditches become wider, trees on a property are then becoming undercut and in danger of falling, which would be addressed by the homeowner.

Council Member Smiley stated that a new facility is built with a 25-year stormwater pond, and it starts to fill up with stormwater and grass, and over time it becomes no longer a 25-year pond. Council Member Smiley asked does the City restore the pond or is that the responsibility of the owner.

Director Mulligan stated that the City has that defined and delineated now. The stormwater ponds owned by the City are maintained by the City. However, there are 100 BMPs needing maintenance and annual inspections by the Public Works Department, but they are maintained by the homeowners' association or the property owner.

Council Member Smiley stated that their ability or failure to maintain the ponds has a direct impact on the whole system.



Council Member Smiley stated there are major stormwater projects that must happen, for example, the Town Creek Culvert. Council Member Smiley asked are there various places around the City where immediate attention is required.

Director Mulligan responded that on Arlington Boulevard in front of J. H. Rose High School, Hooker Road, Elm Street, and First Street are the ones that are at their useful life. Over the next two months, the City will put some of those projects out to bid. The Arlington Boulevard project is in the Watershed Master Plan and is part of the road improvement project. There are a couple of instances where the City is concerned about the safety of the infrastructure on a long-term basis.

Council Member Mercer stated that this is a study that will not sit on the shelf. It is a study that will lead the City to a specific plan and the persistence and commitment from several City Councils are required. Council Member Mercer asked whether the SWAC was knowledgeable and supportive of this path.

Director Mulligan responded that at the last meeting held in the spring, staff indicated that this is the direction that the City is going, and staff will be back before the SWAC soon.

Director Mulligan stated that regarding the study aspect, certainly before the City spent \$15 million in the last several years on its road improvements, a road assessment was done. Staff looked at every road condition and utilities replacement. The same thing was done with solid waste. It was an incredible deficit and then a plan was put together and enacted. The same thing was done with the Facilities Improvement Plan when an asset inventory was done of all the City's 600,000 square feet of buildings. So, before the City spends money on stormwater, a plan should be in place and followed.

Council Member Mercer stated that it is worth underscoring that by having the Watershed Master Plan, Greenville is far ahead of many cities. Council Member Mercer asked whether Raleigh has anything like this.

Director Mulligan responded that Raleigh has watershed areas done. Greenville is the first in North Carolina to have the entire City done.

Council Member Mercer stated that the good thing is the City knows the details and extent of its problem; however, the bad news is there is a lot to do.

Director Mulligan stated that from a public works perspective, the importance is having that inventory and the City's ability to maintain that infrastructure has increased tenfold.

Mayor Pro-Tem Glover stated that regarding the stormwater runoff, there are problems with a ditch behind Red Oak where the property is owned by a church. One homeowner's fence was actually falling into the ditch and she has received telephone calls from others who have the same problem. It was the church's responsibility to resolve the problem. Mayor Pro-Tem Glover asked who maintains the ditch.



Director Mulligan stated that staff will take a look at the properties.

Council Member Connelly stated that the City is going to spend \$226,000 to have another study done. He realizes that there are different components in the study. Back in 2014, the City Council approved a study that was \$3.3 million, which is money that could have addressed a lot of issues in the City. It is understandable that the City must have a plan.

Council Member Connelly asked where the City is with the schedule for some of the Capital Improvement Projects, specifically in his district, including Thomas Langston Road and Westhaven Road. These were two highly rated projects. \$226,000 could clean out a lot of catch basins and ditches. Council Member Connelly asked what changes have been made since Hurricane Matthew. He also asked can the current staff take on a project like this and come up with a plan instead of hiring an outside firm.

Director Mulligan stated that there are a lot of pieces and the main thought is the sustainability of the City's stormwater utility. The City's current ordinances and design standards equate to this so the City is not looking at a sustainable fund. When the prices for the City's large culvert project came in, the City was progressing with putting a revenue bond together and presenting a list of projects to the SWAC. The Town Creek Culvert is a large and expensive project, which the City will be paying back for 20 years. The City has several end of their use projects and because of the road improvements that are being done those are jumping to the front. There is some sense to spreading the projects out geographically.

Director Mulligan stated that there is an operational crew and there is engineering. The operational crew is out there working at Greens Mill Run. Certainly after Hurricane Matthew, they addressed all of those ditches. There is a certain amount of personnel and 80 miles of ditches. There are closed pipe and open ditch crews. It is a lot on their plate.

Council Member Connelly stated that he does not want the City to wait nine months before implementing some things that could be easily done. \$226,000 could be used toward hiring a contractor to take care of some of these issues.

Director Mulligan responded that the City does not have too many projects of that size.

Motion was made by Council Member Smiley and seconded by Mayor Pro-Tem Glover to award a professional services contract for SWAC Facilitation and Rate Study to WK Dickson in the amount of \$226,403. The motion passed with a 4:1 Vote. Mayor Pro-Tem Glover and Council Members Godley, Smiley, and Mercer voted in favor of the motion and Council Member Connelly voted in opposition.



BUDGET ORDINANCE AMENDMENT #1 TO THE 2017-2018 CITY OF GREENVILLE BUDGET (ORDINANCE #17-040), THE CAPITAL PROJECTS FUNDS (ORDINANCE #17-024), AND THE SPECIAL REVENUE GRANT FUND (ORDINANCE #11-003) – (Ordinance No. 17-049)

Assistant City Manager Michael Cowin stated that this is the first budget ordinance adjustment for the 2017-2018 City of Greenville Budget. It includes adjustments to the appropriation of tax revenue dedicated to the Convention Center to close out the expansion project; the appropriation for Sheppard Memorial Library funding for various capital projects; re-appropriation of prior year funding to complete various capital and operational projects, currently in process; recognition of grant funding from the North Carolina Science Museum and the North Carolina Housing and Financing Agency; and appropriation of Federal Asset Forfeiture funds that were presented to the City Council tonight. Overall, the General Fund stands at approximately \$83.8 million.

Council Member Connelly stated that the City had \$3.395 million in capital improvements that were not completed in the fiscal year. Council Member Connelly asked whether that is traditional.

Assistant City Manager Cowin responded that this is a typical budget amendment. The larger amounts are related to a timing issue because the projects were approved in the budget during the fiscal year. Once the fiscal year begins, with the bidding out, preparation, and design, some projects are carried over from the prior year.

Council Member Connelly stated that \$76,225 was transferred for street lighting. Council Member Connelly asked were those funds left over from not completing the street lighting; and if so, is there a reason for not completing the street lighting.

Assistant City Manager Cowin responded that is a carryover.

Director Kevin Mulligan responded that the Greenville Utilities Commission's (GUC) funding was not available to install the lighting. The GUC has greatly increased their budget to make up for lost time.

Council Member Connelly asked whether the GUC has restarted that installation of lighting this year.

Director Mulligan responded that the GUC is working uptown in the Horseshoe Drive area to convert the lighting to LED as well as the area between Hooker Road, Evans Street, 14th Street, and Arlington Boulevard.

Council Member Connelly stated that the City transferred \$123,900 for the Eastside Park. Council Member Connelly asked whether the project was started such as a gravel parking lot.



Assistant City Manager Cowin responded that is a carryover as well. Once the budget is approved for this fiscal year, the City could take the prior year money plus the current year money and move forward with the gravel parking lot and other aspects that were discussed during the budget process.

Motion was made by Council Member Connelly and seconded by Mayor Pro-Tem Glover to approve Budget Ordinance Amendment #1 to the 2017-2018 City of Greenville Budget. Motion carried unanimously.

APPOINTMENT TO BOARDS AND COMMISSIONS

Board of Adjustment

Council Member Smiley made a motion to appoint Hunt McKinnon to a first three-year term that will expire June 2020 in replacement of Justin Mullarkey, who was no longer eligible to serve. Council Member Mercer seconded the motion and it carried unanimously.

With the appointment of Hunt McKinnon, the Order of Elevations procedure was enacted as outlined in the City's Board & Commission Policy. Ann Bellis was elevated to the Alternate 2 seat, Rodney Bullock was elevated to the Alternate 1 seat, and Michael Glenn was elevated to a regular member.

Mayor Pro-Tem Glover's seat and the District 1 seat were continued to the next meeting.

Community Appearance Commission

Council Member Godley made a motion appoint Lettie Michelle to fill an unexpired term that will expire April 2020 in replacement of Ryan Beeson, who did not wish to seek an additional term. Council Member Smiley seconded the motion and it carried unanimously.

Council Member Godley continued all remaining appointments.

Pitt-Greenville Convention & Visitors Authority

Council Member Smiley made a motion to recommend to the Pitt County Board of Commissioners that Dustin Mills be appointed to fill a County seat in replacement of Beatrice Henderson, who had resigned from the board. Council Member Godley seconded the motion and it carried unanimously.

Council Member Glover continued all remaining appointments.



CITY MANAGER’S REPORT

City Manager Ann Wall stated that the last 2017 session of Sunday in the Park is scheduled for Sunday, August 20, 2017.

City Attorney David Holec announced the date, time, place, and purpose for two Special City Council Meetings:

- August 23, 2017, at 6:00 p.m. in Room 337 at City Hall for the purpose of having a Closed Session on a personnel matter, specifically, considering the qualifications of candidates for the City Attorney position
- September 15, 2017, at 8:30 a.m. in the Board Room at the Convention Center for the purpose of having a Closed Session on a personnel matter, specifically, conducting interviews with candidates for the position of City Attorney

Motion was made by Council Member Smiley and seconded by Council Member Connelly to approve the scheduling of the Special City Council Meetings. Motion carried unanimously.

OATH OF OFFICE

City Clerk Carol Barwick administered the Oath of Office to Council Member Shawan M. Barr.

COMMENTS FROM MAYOR AND CITY COUNCIL

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

ADJOURNMENT

There being no further business before the City Council, motion was made by Council Member Mercer and seconded by Council Member Smiley to adjourn the meeting. Motion carried unanimously, and Mayor Smith declared the meeting adjourned at 10:43 p.m.



Respectfully Submitted

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

Polly Jones
Deputy City Clerk

PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, OCTOBER 9, 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 Kandie D. Smith presiding. The meeting was called to order, followed by the invocation by Mayor Smith and the Pledge of Allegiance.

Those Present:

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

Those Absent:

None

Also Present:

Ann E. Wall, City Manager; David A. Holec, City Attorney; Carol L. Barwick, City Clerk; and Polly W. Jones, Deputy City Clerk

APPROVAL OF THE AGENDA

City Manager Ann Wall requested to remove the contract award for the Town Creek Culvert Drainage Improvement Project from tonight's agenda, and to schedule its consideration at the Thursday, October 12, 2017 City Council meeting.

Motion was made by Council Member Smiley and seconded by Council Member Mercer to remove the item from the agenda and to schedule the item for the October 12, 2017 City Council meeting. Motion carried unanimously.

Motion was made by Council Member Smiley and seconded by Council Member Barr to approve the revised agenda. Motion carried unanimously.

PUBLIC COMMENT PERIOD

Dave Barham – No Address Given

Mr. Barham stated that uptown Greenville is a micro section of the City limits. It would be a dream come true if the entire City limits was prospering with new jobs, careers, buildings, and roads. Council Member Calvin Mercer is an environmentalist and a dream of an



environmentalist is to limit the dreams of those who are not environmentalists. Council Member Mercer voted against the Walmart located on 10th Street, and that business is creating jobs. The stunt that he pulled on a proposed development for Charles Boulevard is reducing competition and he is in opposition of wide open competition. The smart growth that Council Member Mercer loves is squeezing people into a sardine can.

Matthew Roberts – 126 Scales Place

Mr. Roberts stated that the Greenville Police Department (GPD) tries to control the rhetoric of policing and how policing should look to the general public. Black and brown citizens and poor communities will continue to suffer until the Pitt County Commissioners and Greenville City Council realize that police misconduct is no less a community problem than it is a Pitt County problem. Citizens need accountability when it comes to law enforcement.

Mr. Roberts stated that sometimes, the City Council shows its indifference when matters are related to people in West Greenville, especially when the City Council approved the funding for the GPD to further its militarization. Children are in harm’s way when police officers throw bombs in windows. The public relations stunts used by the GPD are romanticized between *The Daily Reflector* and the GPD and are a very contradiction to what actually goes on with the people in the West Greenville community.

Mr. Roberts asked that the City Council reconsider creating a Civilian Complaint Review Board and ways to help citizens to stay alive in West Greenville. These citizens are harassed constantly and brutalized. There is an overbearing presence of enforcing police officers to abuse their power.

John Joseph Laffiteau – Rodeway Inn and Suites

Mr. Laffiteau thanked the citizens of Greenville and the Greenville City Council, acting through them as their agents by letting them address the City Council during the Public Comment Period. It helps with the accountability of municipal government and also with the transparency of the City Council’s functions this evening.

Mr. Laffiteau asked that the City Council consider his request for a lie detector test to be administered to him and the Sheppard Memorial Library staff. This test will reduce the uncertainty of his conduct during an incident at the Library in 2015. His behavior during that incident was not seconded by any patrons, film evidence, or other evidence except the Library staff’s testimony.

SPECIAL RECOGNITIONS

Fire Prevention Week, October 8-14, 2017

Mayor Smith read and presented the Fire Prevention Week proclamation to Chief of Fire/Rescue Eric Griffin



“COPY”

OFFICE OF THE MAYOR, CITY OF GREENVILLE

Proclamation

WHEREAS, the City of Greenville is committed to ensuring the safety and security of all those living in and visiting Greenville;

WHEREAS, U.S. fire departments responded to 365,500 home fires in 2015, according to the National Fire Protection Association (NFPA) and U.S. home fires resulted in 2,560 civilian deaths in 2015, representing the majority of all U.S. fire deaths;

WHEREAS, newer homes are built with lightweight materials that burn faster than older home constructions. Many of today’s products and furnishings produce toxic gases and smoke when burned, making it impossible to see and breathe within moments. These conditions contribute to a much smaller window of time for people to escape a home fire safely, with people having as little as one to two minutes to escape from the time the smoke alarm sounds;

WHEREAS, a home fire escape plan provides the skill set and know-how to quickly and safely escape a home fire situation. A home fire escape plan includes two exits from every room in the home; a path to the outside from each exit; smoke alarms in all required locations; and a meeting place outside where everyone in the home will meet upon exiting. Home fire escape plans should be developed by all members of the household and practiced twice a year to that everyone in the household knows what to do in a real fire situation;

WHEREAS, Greenville’s first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, the 2017 Fire Prevention Week theme, “Every Second Counts: Plan 2 Ways Out!” effectively serves to educate the public about the vital importance of developing a home fire escape plan with all members of the household and practicing it twice a year.

NOW THEREFORE, I, Kandie D. Smith, Mayor of Greenville, do hereby proclaim the week of October 8-14, 2017, 2017 as

FIRE PREVENTION WEEK

in the City of Greenville and I urge all citizens to find develop a home fire escape plan with all members of the household and practice it twice a year, and to participate in the many



public safety activities and efforts of Greenville's fire and emergency services during Fire Prevention Week 2017.

This 10th day of October, 2017.

Kandie D. Smith, Mayor

"END COPY"

Community Policing Week, October 8-14, 2017

Mayor Smith read and presented the Community Policing Week proclamation to Chief of Police Mark Holtzman.

"COPY"

OFFICE OF THE MAYOR, CITY OF GREENVILLE

Proclamation

WHEREAS, the Department of Justice defines community policing as a public safety philosophy based on partnership and cooperation between law enforcement and the communities they are sworn to protect and serve;

WHEREAS, Police officers are essential members of our communities, dedicating their time and efforts to keep us safe;

WHEREAS, these officers hold significant civic and law enforcement responsibilities and put their lives at risk to protect us each day, sometimes facing the most adverse circumstances imaginable;

WHEREAS, the overwhelming majority of police officers are fair, dedicated and honest public servants who strive daily to cultivate and sustain positive relationships with the communities they serve and protect;

WHEREAS, a key component of community policing is the idea that all members of the community, regardless of whether they are police officers or civilians, have a stake in the safety of the neighborhoods where they live and work; and

WHEREAS, The Greenville Police Department has an entire division dedicated to community policing, with more than 20 current community outreach initiatives, and the Greenville Police Department participates in more than 200 outside community events per



year with the goal of advancing public safety, strengthening police-community relations and fostering a climate of mutual respect between police officers and the citizens they serve.

NOW THEREFORE, I, Kandie D. Smith, Mayor of Greenville, as part of the commitment to building stronger relationships between law enforcement and the communities they serve, do hereby proclaim the week of October 9-13, 2017 as

COMMUNITY POLICING WEEK

in the City of Greenville and I call upon the people of this great City to participate in the various events being held throughout this week to highlight collaborative community policing initiatives and practices.

This 9th day of October, 2017.

Kandie D. Smith, Mayor

“END COPY”

Mayor Smith stated that she is a member of the National League of Cities Public Safety & Crime Prevention Federal Advocacy Committee (PSCP). The members have been looking at many things that have taken place relating to the police and communities. There is division, and the PSCP wants to change that narrative around by making sure that both sides have an opportunity to see what each side does and how they feel. That way both sides can begin to move forward together. It is not to say that there will not be challenges, but it is how those challenges are addressed and a start is understanding each other.

Mayor Smith stated that she was asked whether Greenville would be one of the cities to promote Community Policing Week because the PSCP wants to make sure this event is supported across the country. Considering the City has 20 initiatives dealing with community policing, a decision was made to highlight some of them, kicking tonight with the reading of the proclamation, to have events for an entire week and to publicize the events for citizens' participation. The police cannot do their jobs alone as stated in the proclamation. The citizens are part of the process. As citizens, everybody is deputized because if they see something, they should say something. When incidents are not reported that is when negative things happen.

Mayor Smith stated that this is the week to do whatever possible to promote everybody to be proactive rather than reactive. All of the events are published at the City's website and Facebook pages. Mayor Smith thanked those citizens who are willing to attend the events, to ask difficult questions and to learn as much as possible about each other.



CONSENT AGENDA

City Manager Ann Wall introduced the following items on the Consent Agenda:

- Minutes from regular City Council meetings held on January 12, June 8, and September 11, 2017 and special City Council meetings held on September 15 and September 25, 2017
- Amendment to Board and Commission Policy Relating to Firefighters' Relief Fund Committee
- Resolution Amending the Assignment of Classes to Salary Grades and Ranges (Pay Plan) – (Resolution No. 047-17)
- SEED Program Lease and Sublease Agreements
- Resolution of Intent to Close a portion of an unnamed alleyway north of Dickinson Avenue and east of Pitt Street – (Resolution No. 048-17)
- Resolution of Intent to Close a portion of Forbes Street from Tenth Street to Ninth Street – (Resolution No. 049-17)
- Acceptance of bid for vacant commercial lot at 1119 West Fifth Street
- Acceptance of bid for vacant commercial lot at 1404 West Fifth Street
- *Removed For Separate Discussion* Purchase of GRIDSMART Traffic Control Equipment: 2017 Resurfacing Project
- Report on Bids and Contracts Awarded
- Various tax refunds greater than \$100

Mayor Smith requested to remove the purchase of GRIDSMART Traffic Control Equipment: 2017 Resurfacing Project under the Consent Agenda for separate discussion.

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

CONSENT AGENDA ITEM FOR SEPARATE DISCUSSION



PURCHASE OF GRIDSMART TRAFFIC CONTROL EQUIPMENT: 2017 RESURFACING PROJECT

Mayor Smith asked if the current motion detectors are underground.

Traffic Engineer Rik DiCesare responded that they are in the ground and are inducted slopes, which are soft cut into the top course of the pavement. Over the past four years, the Public Works Department has been doing research and updating technology to try to get the detection out of the pavement for the obvious reason. Every time the City has a construction project or resurfacing, the loops are damaged and are not reusable. Every time they are replaced, an installation cost is involved.

Mayor Smith asked how much is the replacement cost.

Engineer DiCesare responded that for a four-legged intersection, the cost could be between \$15,000 and \$20,000. The City started with a radar technology and has been using that for the past couple of years. The goal was to get inducted slopes out of the pavement. It is radar technology and it means that a detector is on every corner detecting every approach of an intersection. The purpose is to get the detection out of the pavement, but basically that is all it does.

Engineer DiCesare explained that GRIDSMART does it with one camera, which provides all of the detection zones for all of the approaches. It provides a camera fed back to the Traffic Control Center, which is not available with detection loops. Most importantly, GRIDSMART provides traffic data, volume data on the road, and turning movement counts at each of the intersections, which were never provided by any technology until now.

Council Member Smiley asked whether this technology does a better job of detecting bicycles that are sitting at intersections.

Engineer DiCesare responded that GRIDSMART has the ability to do bicycles and pedestrians. The detection loops do not unless they are specifically put in place for that purpose.

Mayor Smith asked in the long run, will GRIDSMART cost the City less money since the City will not put the \$15,000-\$20,000 back in the ground while work is currently being done on the roads.

Engineer DiCesare responded yes. Because of the installation of the loops, the City would always have to do it again. What the City gained with the radar was a \$24,000 installation for four approaches, which is more expensive, but once the loops are reinstalled it is equalized. With GRIDSMART, the typical installation is \$17,000 for a four-legged approach and there are all the benefits as far as data.



Motion was made by Council Member Connelly and seconded by Council Member Barr to award the contract to J.O. Herbert Company, Incorporated in the amount of \$239,502.92. Motion carried unanimously.

NEW BUSINESS

PRESENTATIONS BY BOARDS AND COMMISSIONS

Greenville Bicycle and Pedestrian Commission (BAPC)

Chairperson Chad Carwein reported that a series of events were done for National Bike Month:

- Worked with EC Velo to host Bike Fiesta and a Ride of Silence
- Promoted National Bike Month via social media and Greenville TV
- Taught the League of American Bicyclist's Smart Cycling Course
- Mayor proclamation to declare May as Bike Month
- BAPC hosted a ride along Greenway and 5th Street

Chairperson Carrwein reported some of the BAPC's most recent activities. The members worked with the North Carolina American Planning Association Chapter to host a 13-mile bike tour of bike infrastructure in Greenville. Roughly 25 planners from around the State participated. The members continue advocacy for the addition of more sidewalks as well as pedestrian safety initiatives. The BAPC passed a resolution to support a complete streets ordinance on all of the North Carolina Department of Transportation's projects.

Chairperson Carrwein reported that the BAPC members served on various advisory committees for the 1) Evans Street Widening Project, 2) Active Transportation Master Plan, and 3) 10th Street Corridor Improvements. For the sixth year, the members carried out manual bike and pedestrian counts as part of the National Bicycle and Pedestrian Documentation Process. The results were 26 cyclists and 576 pedestrians at 5th and Evans Streets, and 85 cyclists and 284 pedestrians on the greenway near the Dog Park. This is an accurate look at the type of foot and bicycle traffic that is expected to be seen in these areas around the City.

Chairperson Carrwein summarized the BAPC's plans for 2018, stating that the members would like to work with planners to develop a sidewalk ordinance. It is getting close to the five-year cycle to update the City Bike Map and the members look forward to working on that project as well. The first one was created in 2013 and the City has expressed interest in keeping that on a five-year cycle. The members will assist in implementing and promoting the Active Transportation Master Plan, and supporting and promoting the Greenville Transportation Center and the Action Sports Complex. There is a real opportunity with the new transportation center to emphasize routes that connect better with some of the City's bicycle and pedestrian infrastructure downtown.



Chairperson Carrwein stated that the members will promote new greenway extensions as well as bicycle and pedestrian safety in general. Given the complexity of the roads, the BAPC is fostering collaborations between the NCDOT, Metropolitan Planning Organization, City and County so that everyone is up to speed on various projects and working together to make Greenville and the surrounding areas a safe place to walk and bike whether it is for leisure or a necessity. One new suggestion is to develop a "Greenville Walks" program sponsored by the City Council in conjunction with the Recreation and Parks Department and various stakeholders in the community. The City Council Members would walk with their constituents once a month.

Chairperson Carrwein announced that East Carolina University (ECU) and the City of Greenville have been attending presentations by bike share companies. They have heard two presentations from Bike Line and Gotcha Bike. From the ECU standpoint and working with the City, there is definitely an emphasis being placed on this being a collaborative effort. For instance, the North Carolina State University in Raleigh has two different bike share companies and systems. It makes it very difficult to transition from being on campus and off campus and taking advantage of all the City's great greenway systems if having to switch between two different bike share systems. Moving forward and considering the companies that have approached the BAPC, the members are definitely looking at this as a group effort.

Investment Advisory Committee (IAC)

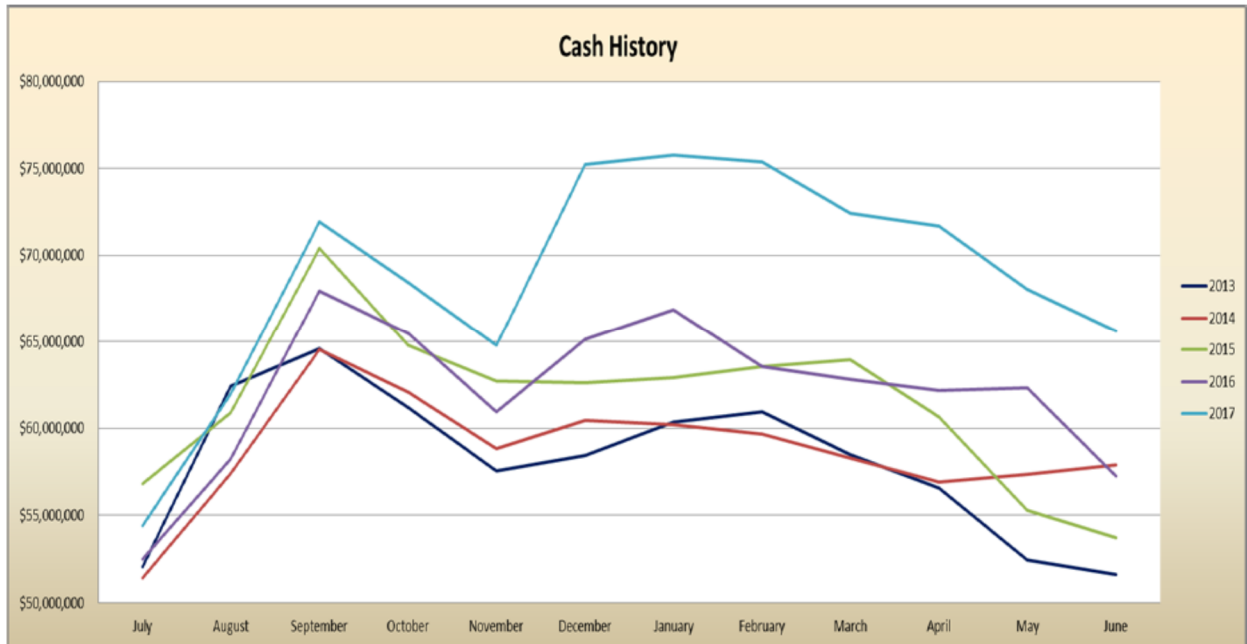
Chairperson Scott Below reported that the City has a very restricted investment portfolio as the result of North Carolina General Statute 159.30 and the Investment Policy of the City of Greenville. Most IAC investments are extremely short maturities and guaranteed government backed in one form or another. In terms of credit risks, the IAC wants to minimize them to the extent possible. That is why the invested credits are all government backed. Extreme safety, liquidity, and yield are the primary goals and considerations in that order. The members want to diversify to the extent possible, given the constraints, the portfolio faces diversification and in a normally sense that is difficult, but the members do the best that they can. Within the constraints, of course, security is considered along with the economic environment and that is the most important thing right now in terms of how the portfolio is positioned.

Chairperson Below reported that the systematic approach is the primary objective. IAC avoids speculation and gambling on interest rate directions, but positions the portfolio based on more long term trends and what the members see is happening. To maximize earnings and performance evaluation of the portfolio are other objectives.

Chairperson Below displayed the following Five-Year Cash Balance History and stated that a fairly substantial amount of cash is invested in the portfolio. In fact for this year, the cash balance is higher than the previous three or four years and that is the money invested in the portfolio.

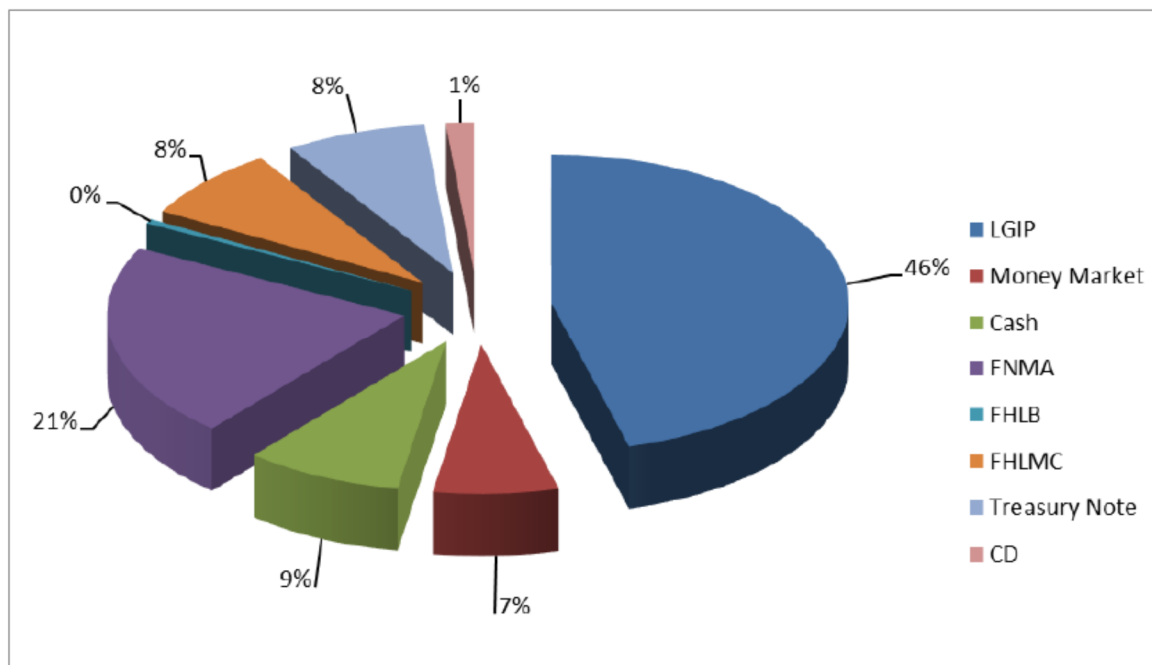


FIVE-YEAR CASH BALANCE HISTORY



Chairperson Below reported that the major piece of the portfolio is in a local government investment pool and that is 46% of the overall portfolio. The various other pieces are very liquid, safe, and government backed. The following is the breakdown of the portfolio allocation:

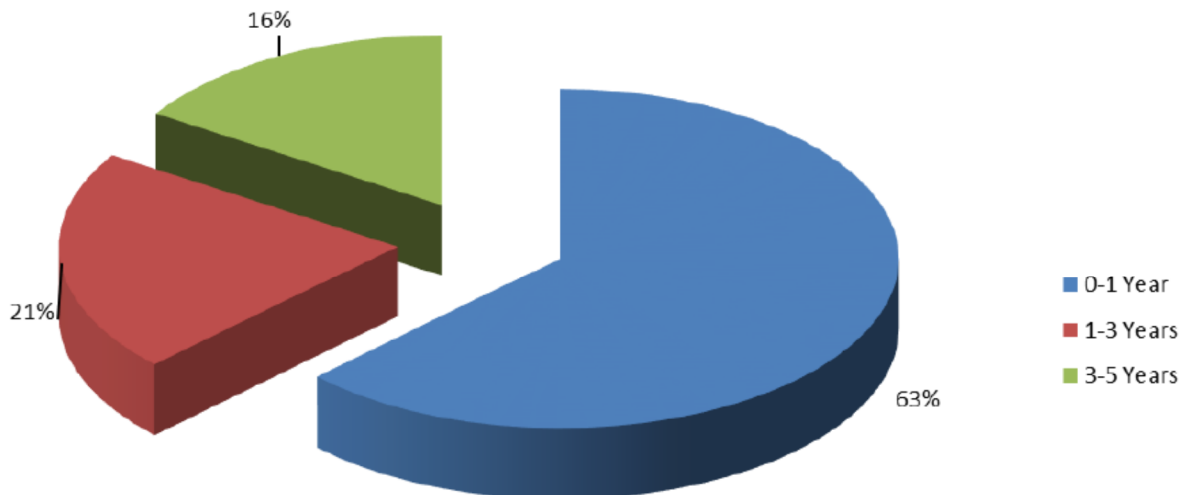
PORTFOLIO ALLOCATION





Chairperson Below reported that in terms of the maturities, almost two-thirds of the portfolio is very short-termed, 0-12 months. That is a little bit more than a few years ago when it was about 50% short term and more was moved into the short term portfolio when interest rates got to an all time record low knowing that the Federal Reserve would be raising interest rates going forward. That would give the IAC an opportunity to roll the portfolio short-term instruments over more frequently as interest rates go up. The following is a chart of the portfolio by maturity:

PORTFOLIO BY MATURITY

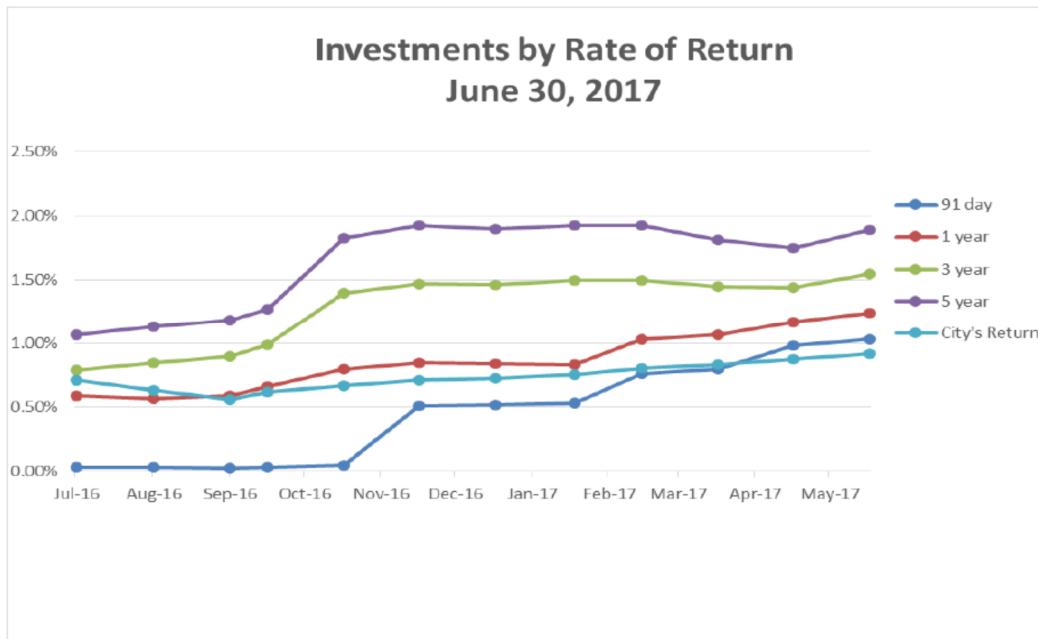


Chairperson Below reported that in terms of the market value of the portfolio, \$65.8 million was invested as of June 30, 2017 with the yield of the maturity return at cost meaning the price that the instruments were purchased is .92%. Compared to June 30, 2016 where the yield of the maturity cost was only .68% when \$57.9 million was invested.

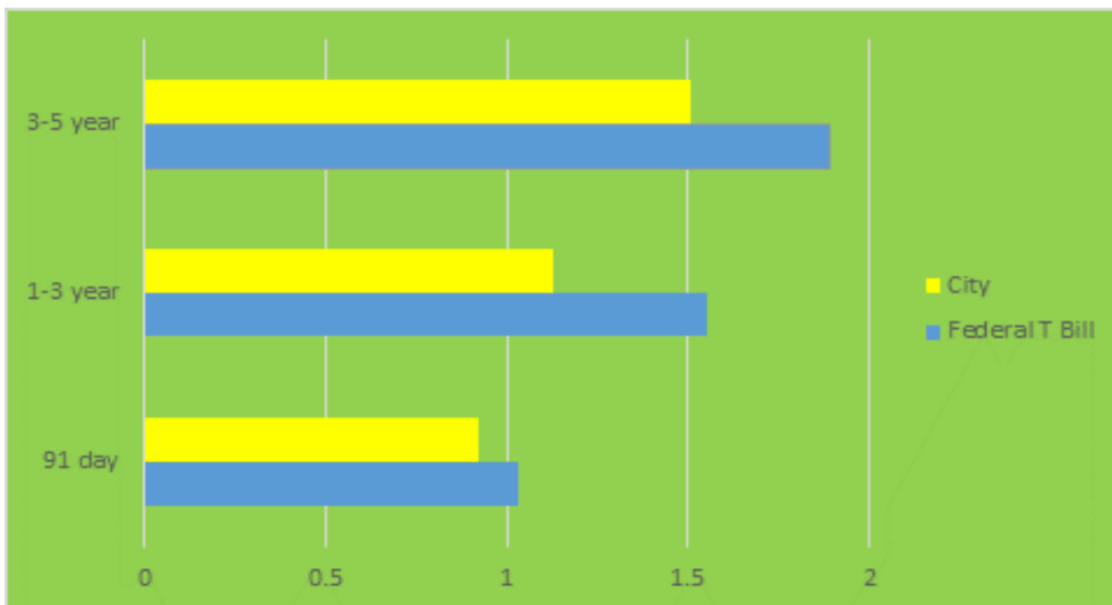
The following is a chart of the interest rates and what is going on in the various maturities of treasury yields from five-year down to the 90-day Federal T Bill. The treasury yields are instantaneous and change immediately. But if the City had invested in a five-year treasury back at the beginning of the graph at 1%, the City would still be holding that five-year treasury and it would still be paying 1%. That is what the IAC is trying to do by shortening the maturity of the portfolio and as interest rates go up, the IAC will be able to roll in the higher and higher yielding assets more frequently. A tiny difference on a percentage point basis but on a relatively large portfolio could make a big difference to an amount of money to the City.



CITY OF GREENVILLE YIELD QUARTELY TREASURY RATE COMPARISONS



Chairperson Below stated the following is a yield comparison in the various areas 3-5, 1-3 and 91-day for the City and the Federal T Bill: This appears to be a little unbalanced because the federal numbers are end of period most recent numbers where the City's are the averages. So it started low and gradually increases so the City will be where the federal numbers are as it goes forward.





Chairperson Below summarized the accomplishments of the IAC. The City of Greenville employees, who work on the portfolio, have maintained a diversified portfolio. A lot of different types of fixed income investments are under the categories required to hold safety and liquidity. Transitioning long term investments into shorter terms is one of the best things that the IAC has done over the last several years to help the City maximize income on the portfolio. Also, the IAC has managed the investment of bond proceeds and diversified the City's investment partners to include SunTrust Bank. When the money comes in before it is spent down, the City is able to earn some interest on that and help to offset the profit overall cost of the bond. SunTrust Bank manages a portion of the portfolio.

Chairperson Below stated that the IAC's considerations for 2018 are the following:

- Continued diversification within restrictions
- Continued attention to yield while maintaining liquidity and safety
- Update Investment Policy for the Investment Advisory Committee

Police Community Relations Committee

Chairperson Diane Kulik read the following annual report and provided City Clerk Carol Barwick with copies of information about "What Has The Greenville City Council Done To Stop Profiling By Law Enforcement?" and "Neighborhood Watch Suggestions to Prevent Crime" for distribution to the Mayor and City Council.

"COPY"

ANNUAL POLICE COMMUNITY RELATIONS COMMITTEE REPORT

Our members are dedicated and motivated to educate our city residents in regard to their safety 24 hours a day. We want to teach everyone to be proactive around their homes and around town. Simple things like always emptying and locking your vehicle immediately provides personal safety and cuts down crime. Never opening your front door to someone you do not know is necessary in today's world. Our world has changed.

The Police Community Relations Committee has a planning meeting each December. Each member brings their idea for a topic in their Voting District. They also may suggest an idea for a speaker and a location. We meet the second Tuesday of each month. Rose Glover is our City Council Liaison. Thank you to Rose for her guidance and interest in PCRC. I would like to tell you about some of our meetings.



In September we had a meeting on the 10th Street Pedestrian Safety Project and new and current Bicycle Laws. Our excellent guest speakers were NCDOT Traffic Engineer, Steve Hamilton, and Greenville Attorney Donald Phillips. Steve Hamilton gave us updates and explained the changes coming to 10th Street such as median strips, marked crossings and special signals. At prior meeting with ECU students the students, in mass, had requested these changes so they could safely cross 10th Street. Then Attorney Donald Phillips talked about the new bicycle law that allows vehicles to cross a yellow line to pass bicycles. You must always allow four feet between the vehicle and the bicycle.

In November we met for our annual joint meeting with ECU students. This meeting was called "Chat With the Chiefs". Interim Chief Jason Sugg and Chief Mark Holtzman talked and then listened to students tell about their top safety concerns on and off campus. A lot of talk centered around pedestrian safety.

In January we had another meeting titled "Chat With the Chief". This time the meeting was at Barnes-Ebron-Taft Community Center. This meeting centered around community safety concerns. A very large map was provided to allow residents to pin point pedestrian issues, and camera and lighting problems. At another station there was a video of a traffic stop. Chief Holtzman and numerous officers were present to talk directly with citizens.

In February Jermaine McNair presented a program on his special "Westgate Agreement". He started this initiative about two years ago to form partnerships with the community, police, community businesses, and associations. The goal is to get these groups and individuals to become mentors for troubled youth. We all need to join in this outreach program to help repair relationships. Our police work with him biweekly to provide public available information of youth that could be in need of mentoring and community resources.

In March we had an incredible meeting called, "What I Don't Know About Gangs. Why Join?" This meeting was provided by Greenville Police Sgt. Manley, Supervisor of the Gang Unit. He spoke to a large audience of parents and citizens about the warning signs of gang membership, how to recognize gang members, their ages and gangs present in Greenville. We learned that the first gang in Greenville was in an affluent neighborhood. Gangs and their members are now everywhere. He said do not believe everything you hear on TV about gang initiation. The trend now is for gangs to move from bigger cities, like Raleigh, to smaller cities like Greenville where the police have less resources. Some gangs move from Greenville to smaller cities like Ayden and Grifton. We have traditional gangs and local neighborhood gangs. When I originally talked to Sgt. Manley I had an idea I asked if it would be possible to have a retired gang member present to talk directly to the audience. He said he could. And, we did have a previous gang member that had retired! The



person stayed behind a three sided very tall screen. When Sgt. Manley finished his speech he said, "You might be wondering why anyone would join a gang. I have someone here who could answer your questions." The audience was stunned! The comments were great. People asked why did he join? What was his family life like? This meeting was incredible!

In April our meeting was "Community Policing Partnerships Between Neighborhoods and Police". The results of these partnerships is safer neighborhoods. This was a joint meeting with the Neighborhood Advisory Board. They requested this title. Our speaker, Chief Holtzman spoke about cooperation and the importance of working together as partners. I was the next speaker; I am President of the Lynndale Neighborhood Association. The meeting took place in Lynndale where there has been a very strong Neighborhood Watch since 2002. Lynndale has over 100 members in Neighborhood Watch out of 300 homes. Our only purpose is to "See Something, Say Something". We never get involved. We just call the police if something seems wrong. Capt. Rob Williams, from Investigations, also spoke. We had had a very serious string of neighborhood robberies that were resolved very fast.

In May we had a meeting with Deputy Chief Ted Sauls as speaker. Chief Holtzman had picked this topic. The title was, "Police Deaths/Police Involved Shootings". Deputy Chief Sauls spoke about the impact on the public and public perception. Then he spoke about the serious impact on officers and their families. He also talked about media influence.

In June we had an excellent program with Lt. Michael Broadwell as our speaker. The title was "Red Light Cameras Initiative". He talked about the locations at the intersections where there have been the most serious and numerous crashes. The cameras will be located at Charles and 14th, Charles and Fire Tower, Arlington and Fire Tower, Arlington Blvd. and Greenville Blvd., and Arlington Blvd. and South Memorial. He explained activation, the grace period, how they will work and fines.

Our last meeting was here at City Hall on "Safety 24 Hours a Day for You & Your Family", at Home and Around Town. This was our September meeting. Lt. David Bowen, the East Zone Commander, and Sgt. Kristin Munguia were our excellent speakers. They spoke about security systems, cameras, motions lights, and the importance of bright LED lighting. The talked about panhandlers. Then a big current topic is the initiative to teach everyone what to do in a mass shooting. It could happen at a concert, sports event, mall, Movie Theater, or even a restaurant. When you enter a large public place you should look for the exits. That way you have a plan to get out. This is not over reacting it is being proactive. Then the officers talked about guns, permits, and classes. We also covered Neighborhood Watch.



Our October meeting, tomorrow night is our annual meeting at ECU. This will be a meeting with ECU new Chief of Police, Chief Jon Barnwell and Greenville Deputy Chief Ted Sauls. This is a chance for students to meet and talk directly to their new Chief. It will be an open discussion with the students. We will cover the 'Run, Hide, Fight' initiative. Then our speakers will cover Halloween Night Safety Plans around the campus and downtown. This will take place at the Willis Building at 6:30.

Sincerely,
Diane Kulik
Chairman of the Greenville police Community Relations Committee

“END COPY”

MUNICIPAL AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR A CITYWIDE TRAFFIC SIGNAL SYSTEM UPGRADE

Traffic Engineer Rik DiCesare stated that the purpose of this project is to replace critical components of the City's traffic signal system by using the latest technology, at the time of design, which will ensure future statewide compatibility for ongoing maintenance. The current system is comprised of 95 North Carolina Department of Transportation (NCDOT) and 32 City of Greenville signals (totaling 127 signals), the traffic control system housed in the Public Works Traffic Control Center and all the fiber that connects all those signals back to the City's system. This system was initially installed in 2001 and updated in 2006 primarily to provide that connection of all the signals back to the Traffic Control Center system. The NCDOT has been upgrading its system statewide, using previous National Electrical Manufacturers Association (NEMA) architecture which is being replaced by 2070 controllers. The correlating cabinets are more efficient and cost less, and provide more function for future needs (primarily communication and programming).

Engineer DiCesare explained that the critical components are the new traffic controllers and cabinets for the controllers. Most of the City's system is still NEMA based. NEMA cost more to purchase and repair, and it is becoming increasingly obsolete and technical support is becoming unlimited because of that, thereby the State has been upgrading them. Their goal is having everybody using the same equipment across the State especially those cities having a signal maintenance agreement with them. The City of Greenville is one of those cities.

Engineer DiCesare explained that the new architecture is more consistent for maintenance, the parts will obviously be more readily available, and this will provide more consistency and efficiency for inventory needs. The project is estimated at \$9.8 million, collectively financed federally at 80% of the total project. The State and City would split the remaining 20% and the split would be based on the number of signals that the City and State own. The State would pay 79% of the local 20% and the City would pay 21% of the local 20%.



Engineer DiCesare stated that funding details are as follow:

FUNDING TABLE

Fund Source	Amount	State Match	Local Match
Federal (80%)	\$7,418,080		
State (79% of 20%)		\$1,465,071	
Local (21% of 20%)			\$389,449
8 Non-eligible City intersections Local (100%)			\$522,400
Subtotals	\$7,418,080	\$1,465,071	\$911,849
Total Estimated Cost: \$9,795,000			

Engineer DiCesare stated that there eight City local intersections that are basically surfaced road intersections and they do not qualify for federal funding. The total estimated cost is \$9,795,000. The City's fiscal responsibility is \$911,849. The City's responsibility of payment is due upon completion of this project, and the milestone out is estimated to be 4-5 years.

Engineer DiCesare stated staff is recommending that the City Council approve the Municipal Agreement between the NCDOT and the City of Greenville for the implementation of the traffic signal upgrade.

Mayor Smith stated that since the project will be completed 4-5 years out, the City does not have to fund all of it at the same time. The City can start putting money in increments toward the project.

Engineer DiCesare responded that is correct. That is why staff is asking the City Council to make a decision on how to put that money aside. At the completion and acceptance of the project is when the money will be due from the City.

Mayor Smith asked if there is a plan for the funding over a period of time.

Assistant City Manager Michael Cowin responded that the funding will be built in the City's Capital Improvement Projects Plan over the next five years in an incremental stage. Staff will be presenting that to the City Council at its January 2018 Planning Session.

Council Member Smiley asked if drivers of vehicles will recognize any improvements.

Engineer DiCesare responded that there are tangible benefits such as having everybody operating off a current inventory of parts, no technicians are required, and there is easier installation. This system is plug and play whereas the NEMA architecture is wiring and changing circuit boards. The top 40 detection systems will be upgraded with the latest, greatest wireless out of the pavement technology.



Council Member Smiley stated that the data is helpful for tuning the traffic patterns and lights.

Engineer DiCesare responded that when designing an intersection, the number of lanes, left or thru, peak hour turning moving counts are needed. Anything that is done to adjust signal timings is based on traffic demand and the more updated information staff has, the more staff can fine-tuned those signal timers. With GRIDSMART, the City will have traffic counts at intersections 24-7 365 days that the City never had before. That is a tremendous data resource.

Mayor Smith asked whether the additional collecting and deciphering through the data will become manageable or overwhelming for staff.

Engineer DiCesare responded that staff was collecting the data in the past. It was just more tedious because staff would either put a camera at an intersection to collect the turning movement counts. Staff collects turning movement counts all the time, based upon a request that the City may receive. Part of the City's maintenance agreement with the NCDOT is that the City will update these turning movement counts every two years. With the technology collecting the data, staff will be able to print a report for any day without going out to the intersection with a piece of equipment to collect that data.

Motion was made by Council Member Smiley and seconded by Mayor Pro-Tem Glover to approve the Municipal Agreement between NCDOT and the City of Greenville for the implementation of the traffic signal upgrade. Motion carried unanimously.

CONTRACT AWARD FOR THE FY 2018 STORMWATER PIPE REPAIR PROJECT

Mayor Smith stated the City is in the process of addressing projects that must be done and some of those are failures from ten years or less, which should not have happened. Mayor Smith asked what are the City's plans to avoid failures with its stormwater pipes as well as the plans for inspections.

Public Works Director Kevin Mulligan responded that historically, staff inspects a stormwater pipe and the road whenever a contractor puts a stormwater pipe in the ground. Moving forward, the City should look at the compaction and soil to make sure that tree stumps are removed. The tree stumps degrade over time, a period of 10-15 years, and that void is going to lead to settling of a pipe. That misaligned joint allows soil to come through and over the course of storms that leads to a road failure or a sink hole in a backyard. Staff needs to be able to inspect at various gates along the way.

Director Mulligan stated that last year, staff presented the Watershed Master Plan to the City Council and spoke about all of the City's needs for future and expansion projects as



well as the City's life cycle replacement of these stormwater pipes. Those life cycle replacements are based on a 40-year life. So, if the City based that on a 10-year life then that will be four times as expensive and unaffordable. There are some issues and staff is addressing them.

Director Mulligan stated that there are 11 projects in the FY 2018 Stormwater Pipe Repair Project. Three are stormwater pipes that are probably in the 20-year or less range (one is in the 20-year and two are in the 17/20-year range) and they should last 40-50 years. There are various gates that the City needs to be inspecting.

Mayor Smith asked how soon staff's suggestions can be put in place so that the City can avoid throwing away money.

Director Mulligan responded that there are ongoing conversations with the development community making sure that they are onboard and understanding how the City will pay for this project. Within spring 2018, staff should have that plan laid out and in place.

Mayor Smith asked before any of these 11 projects are done, is the City planning to have those inspections completed.

Director Mulligan explained that anything that the City does will be inspected every step of the way. There are a few more steps that staff should be doing and they have not been built into the inspection process.

Mayor Smith asked how many are left and are there others that are not priority right now, but are on the horizon.

Director Mulligan responded that the whole Watershed Master Plan identified a lot of needs including where the City needs to expand capacity but also identified through the Watershed Master Plan investigation, the inventory, analysis as well as staff's routine daily maintenance, road resurfacing program, staff discovered these 11 and then staff will develop more and there will always be more. The City will be doing this for the next 15-20 years. Eight of these pipes are coming to the end of their useful life and they are 50-60 years old. In the next few months, the City has a second contractor coming, which will be a spray liner for the inside of the pipe. So that the pipe will not have to be ripped out of the ground to seal the pipe. Whether it is the entire pipe wall or just the joints where the pipes connect will be the next contract coming forward.

Council Member Mercer stated that this is serious money coming out of the City's stormwater fund. It is not sustainable over time so he underscores that the City must get on top of this project and 10 years is not acceptable.

Mayor Smith asked are there any other places in the City of the magnitude of the Town Creek Culvert Project that requires repair soon.



Director Mulligan responded no. The Town Creek Culvert is the most serious and biggest project that the City has ever undertaken. As staff met with the North Carolina Department of Transportation that project became bigger because some of the watershed area was brought into the project. There are three pipes that the 10th Street Connector project is connecting into: one at Memorial Drive and one at Vance in the middle and one on 10th Street. That was 40 acres brought down to Town Creek Culvert because that was the end or beyond its useful life and replacement was required. More water was wanted to go down there to address it all at once.

Motion was made by Council Member Smiley and seconded by Council Member Barr to award the construction contract for the FY 2018 Stormwater Pipe Repair Project to Trader Construction Company of New Bern, NC in the amount of \$1,962,407 and a 15% contingency of \$294,361 for a total of \$2,256,768. Motion carried unanimously.

CONTRACT AWARD FOR THE TOWN CREEK CULVERT DRAINAGE IMPROVEMENT PROJECT
– (Continue to 10/12/2017)

This item was continued until the Thursday, October 12, 2017 City Council meeting.

BUDGET ORDINANCE AMENDMENT #3 TO THE 2017-2018 CITY OF GREENVILLE BUDGET (ORDINANCE #17-040), THE CAPITAL PROJECTS FUNDS (ORDINANCE #17-024), AND THE SPECIAL REVENUE GRANT FUND (ORDINANCE #11-003) – (Ordinance No. 17-055)

Assistant City Manager Cowin explained that Budget Ordinance Amendment #3 to the 2017-2018 Budget includes adjustments to the General Fund, Special Revenue Fund and various capital project funds. It includes adjustments of approximately \$2,256,768 in the Stormwater Utility Fund to appropriate dollars to cover the cost associated with the stormwater projects in the contracts, which were approved by the City Council this evening. The projects in this phase have been prioritized and identified as those in the most need of repair due to failure.

Assistant City Manager Cowin explained that approximately \$2 million is also included in this budget amendment to establish a capital project for the Dickinson Avenue parking lot. The City is responsible for the parking lot in relation to the Sidewalk Development project. \$1.9 million has already been appropriated including the Capital Reserve Fund and this project will also be part of the City's long range debt plan. That was approved back in August 2017. The parking lot must be completed by May or June 2018 for the Sidewalk Development project to be ready to open in the fall of next year.

Assistant City Manager Cowin stated that the amendment also includes carryover funds from 2016 to finish out various different projects: the closeout of the up fit to the Public Safety storage building (purchased last year for the Police and Fire/Rescue Departments), installation of the safety glass in the Police Department's front reception area, upgrade in the maintenance of the 911 system, and complete installation of the bathroom at West Pointe Park.



Assistant City Manager Cowin stated that the General Fund Budget stands at approximately \$84.8 million, which is 62% of the overall City budget of approximately \$135.9 million.

Council Member Connelly asked staff to explain the \$50,000 coming out of the contingency for lawn care.

Assistant City Manager Cowin responded that includes contracts for the lawn care of various parks and greenways, and given the growth of parks in the City, those are additional dollars needed for the maintenance of them. That was identified when the 2017 National League of Municipalities Conference was held in Greenville. It is incredible how much time the City has to spend with the grass cutting within the greenways and parks. That will be compensated for when the next year budget process is done.

Council Member Connelly stated that the City still has the \$76,225 for street lighting.

Assistant City Manager Cowin responded that is correct. At next month's City Council meeting, a full overview will be presented to the City Council on where the City has been over the past couple of years as far as installation is concerned. Not only on the street lights, but as well as cameras and then give the next phase of projects to be completed this year. Staff will even go a step further because this past August, staff included \$500,000 worth of funding for street lighting as part of the long range debt plan that was scheduled for the next two years. Staff wanted to go ahead and prep the City Council on where those projects would be placed.

Motion was made by Council Member Connelly and seconded by Mayor Pro-Tem Glover to approve Budget Ordinance Amendment #3 to the 2017-2018 City of Greenville Budget. Motion carried unanimously.

RESOLUTION IN SUPPORT OF CITATION IN LIEU OF ARREST - (Resolution No. 050-17)

Mayor Smith stated that one of the things that was discussed about Community Policing Week was to take a look at ways to enhance community relations. There are always opportunities to improve relationships between the Greenville Police Department (GPD) and the community when citizens express their concerns. Everything will not be changed overnight, but an effort must be made. She is proud that the GPD is willing to help enhance relations with the community. One of the GPD's efforts is supporting the citation in lieu of arrest.

Mayor Smith explained that instead of a police officer arresting and placing an individual in jail, that individual can be issued a citation and report to work, live with their family, and be productive as long as they are willing to show up for court. Being able to do those things often allows people to not lose their jobs over simple issues, and it cuts down on people feeling that they are harassed.



Mayor Smith explained that it has been identified that those simple issues are considered as an option. A police officer could look at a situation whereby someone has repeatedly done something and not consider issuing a citation because it could be something further. A person might leave and flee from the City of Greenville over something minor then, of course, those decisions would be made.

Mayor Smith stated that there is a proposed resolution expressing the City Council's support of this initiative, and the Chief of Police has written the policy for the citation of the lieu of arrest. This initiative works out more than one way. Not only will the police officers be able to address enhancing community relations, they will also be able to focus on those serious issues in the community. Instead of the police officers spending time taking someone to jail over something minor, they can respond to a call about an attempted break-in. That alone can help to decrease some of the response time problems that police officers have in the community. She is honored to have this resolution as the kickoff for Community Policing Week.

Mayor Smith read the following resolution:

“COPY”

RESOLUTION NO. 050-17

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE EXPRESSING ITS SUPPORT OF THE CITATION IN LIEU OF ARREST COMMUNITY POLICING TOOL BEING IMPLEMENTED BY THE GREENVILLE POLICE DEPARTMENT

WHEREAS, Citation in Lieu of Arrest is recognized nationwide as an effective community policing tool and is intended to reduce negative outcomes associated with the criminal justice system for lower-level crimes committed by first offenders;

WHEREAS, there are many potential benefits to this practice such as enhanced community-police relations, diminished burdens on low-level offenders, reduced criminal justice system costs, increased officer efficiency, and enhancement of pre-trial services;

WHEREAS, the Greenville Police Department, in recognizing these potential benefits of Citation in Lieu of Arrest, has developed a policy allowing for greater support and expanded use of this 21st Century model of policing;

WHEREAS, City Council believes that officers should be encouraged and permitted to use criminal citations in lieu of arrest and booking for certain misdemeanor low-level crimes, thus holding individuals accountable for their actions without over-burdening the individual, the criminal justice booking procedures, or vital police resources; and

WHEREAS, it is appropriate for City Council to express its support of the implementation of Citation in Lieu of Arrest by the Greenville Police Department for the betterment of its citizens.



NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby express its support of the Citation in Lieu of Arrest community policing tool and its implementation by the Greenville Police Department.

This the 9th day of October, 2017.

Kandie D. Smith, Mayor

ATTEST:

Carol L. Barwick, City Clerk

“END COPY”

Chief of Police Mark Holtzman expressed his appreciation for the time and attention to Community Policing Week. The citation in lieu of arrest fits in with the GPD’s 3-Year Strategic Plan. The GPD is in its first year of that plan, which involves the pillars of the 21st Century policing. So building trust and legitimacy in the community is important and the GPD does that by not overburdening the community. The GPD can still get the job done and still hold people accountable, but everybody is not tied up and unnecessary dollars and resources are not spent.

Chief Holtzman stated that the citation of in lieu of arrest is a criminal citation for real low level misdemeanor offenses. This is something that modern police departments must do to work with their community and accomplish the goals. It will come together as a good tool for the GPD.

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

Council Member Smiley spoke in support of the resolution, stating the wonderful thing about this initiative is its emphasis on discretion. Sometimes there are situations where the rules simply require actions that make the situation worse. Whereas, if somebody is standing right there on the scene and the individual has the discretion to make a decision as to how to resolve an issue in a way that doesn’t make it worse. That is actually maybe the first step toward making it better. That is the kind of discretion that the City needs to be encouraging, permitting and allowing and calling for, and this action does that.

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



REVIEW OF OCTOBER 12, 2017 CITY COUNCIL MEETING

The Mayor and City Council reviewed the agenda for the October 12, 2017 City Council meeting.

CITY MANAGER'S REPORT

City Manager Ann Wall recognized two activities involving City of Greenville employees:

- About two weeks ago, the City entertained about 450 local government professionals and elected officials from all over North Carolina at the North Carolina League of Municipalities Conference, which was held in Greenville. That conference was a great success and a great showing of the City. City Manager Wall thanked the City Council and the 106 volunteers, both City employees and community members, who made the conference possible.
- Collections Supervisor Tronette Greene of the Financial Services Department displayed an act of heroism and preparedness on July 29, 2017, when her aunt was visiting her home and collapsed. Tronette and the entire Financial Services Department had taken Cardiopulmonary Resuscitation (CPR) training provided by the Greenville Fire/Rescue Department. She administered CPR to her aunt until the paramedics arrived. She was calm in the face of danger, preparedness allowed her to act decisively, and she saved her aunt's life. Tronette used this skill that she acquired to make a great impact on someone.

COMMENTS FROM MAYOR AND CITY COUNCIL

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

CLOSED SESSION

Mayor Pro-Tem Glover moved to enter closed session in accordance with G.S. §143-318.11 (a)(1) to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes and G.S. §143-318.11 (a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body including consultation related to the lawsuit entitled William Scott Kozel v. City of Greenville and Pitt County Board of



Education. Council Member Barr seconded the motion, which passed by unanimous vote. Mayor Smith declared the City Council in closed session at 7:54 pm and called a brief recess to allow the Council and staff time to relocate to the Conference Room 337.

Upon conclusion of closed session discussion, motion was made by Council Member Smiley and seconded by Council Member Mercer to return to open session. Motion was approved unanimously and Mayor Smith returned the City Council to open session at 8:14 pm.

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 Smith declared the meeting adjourned at 8:15 p.m.

Respectfully Submitted

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

Polly Jones
Deputy City Clerk



City of Greenville, North Carolina

Meeting Date:
12/14/2017
Time: 6:00 PM

Title of Item: Resolution accepting Dedication of Rights-of-Way and Easements for Paramore Farms Phase 3 Cluster and Arbor Hills South Phase 5 Cluster subdivision

Explanation: **Abstract:** This item proposes a resolution to accept the dedication of rights-of-way and easements for Paramore Farms Phase 3 Cluster and Arbor Hills South Phase 5 Cluster Subdivision.

Explanation: In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Paramore Farms Phase 3 Cluster (Map Book 82 at Page 12) and Arbor Hills South Phase 5 Cluster Subdivision (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 plats showing the rights-of-way and easements are also attached.

Fiscal Note: Ongoing funds for the maintenance of these rights-of-way and easements (approximately \$3,300) will be included in the 2018-2019 budget. Currently there are sufficient funds to begin maintenance of these roadways in the current fiscal year.

Recommendation: City Council adopt the attached resolution accepting dedication of rights-of-way and easements for Paramore Farms Phase 3 Cluster and Arbor Hills South Phase 5 Cluster Subdivision.

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

Attachments / click to download

-  [Paramore Farms Map](#)
 -  [Arbor Hills Map](#)
 -  [December 2017 Right of Way Resolution](#)
-

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:

Paramore Farms Phase 3 Cluster	Map Book 82	Page 12
Arbor Hills South Phase 5 Cluster Subdivision	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 14th day of December, 2017.

P. J. Connelly, Mayor

ATTEST:

Carol L. Barwick, City Clerk

NORTH CAROLINA
PITT COUNTY

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

WITNESS my hand and official seal this the 14th day of December, 2017.

Attachment number 1
Page 2 of 2

Notary Public

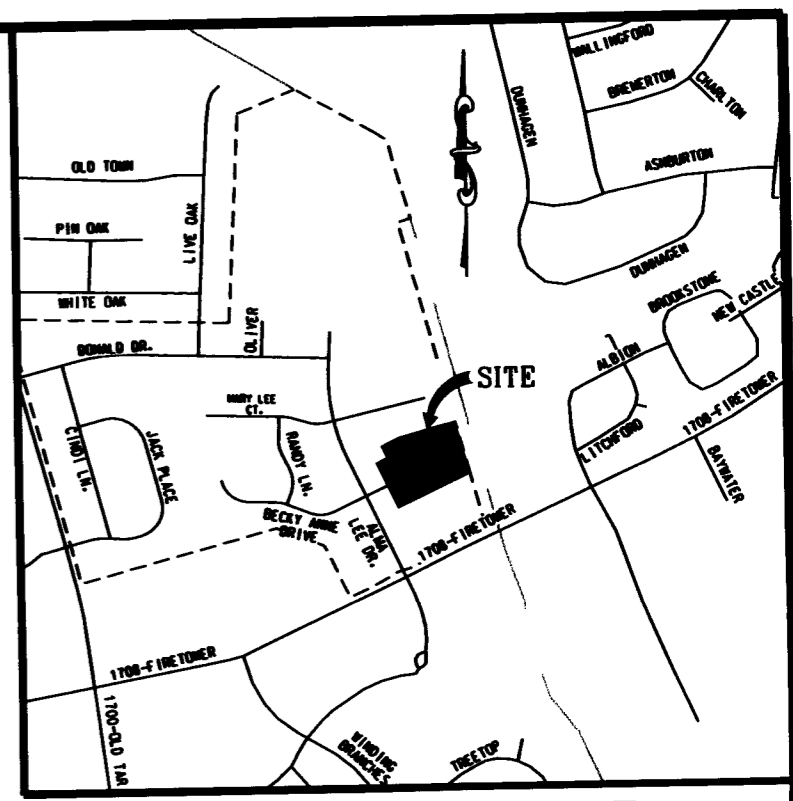
My Commission Expires:

SITE DATA

AREA IN TOTAL TRACT.....3.2561 ACRES
 NUMBER OF LOTS CREATED.....11
 AREA IN COMMON AREA.....0 ACRES
 AREA IN PARKS,
 RECREATION AND THE LIKE.....0 ACRES

Doc ID: 013900870001 Type: CRP
 Recorded: 08/18/2017 at 11:42:31 AM
 Fee Amt: \$21.00 Page 1 of 1
 Pitt County, NC
 Lisa P. Nichols REG OF DEEDS
 BK 82 PG 12

COPY



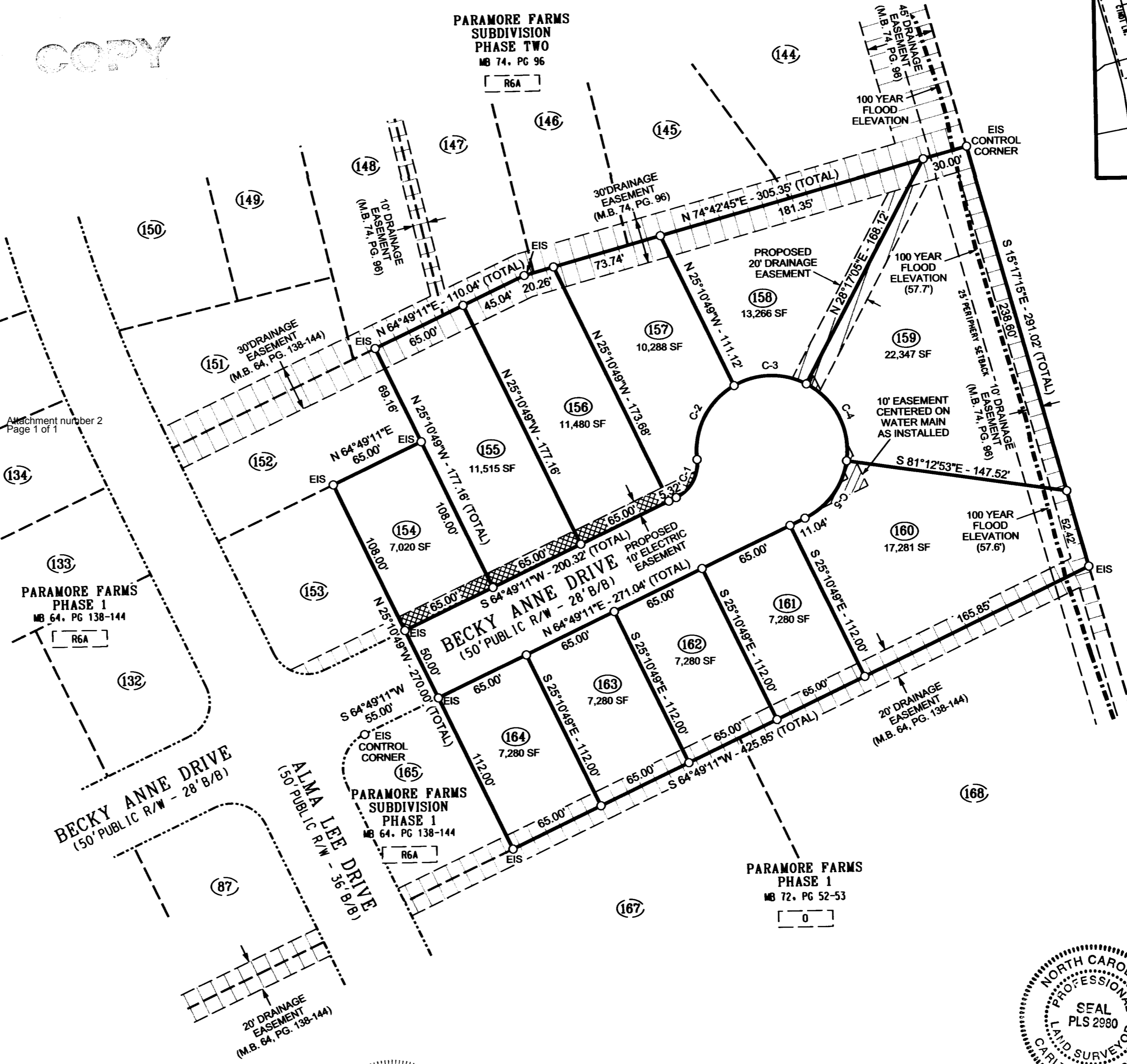
VICINITY MAP
 1" = 1000'

CITY OF GREENVILLE
 DB 1754, P 30
 R6A

LOT CURVE DATA

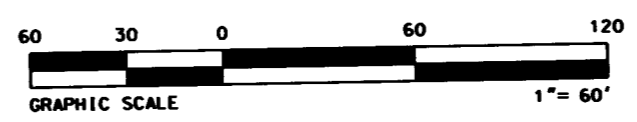
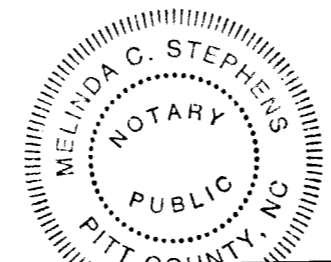
COURSE	RADIUS	LENGTH	CHORD	BEARING
LOT 157 - C1	25.00'	30.77'	28.87'	S 29°33'19"W
LOT 157 - C2	50.00'	58.15'	54.93'	S 27°36'39"W
LOT 158 - C3	50.00'	50.05'	47.99'	S 89°36'28"W
LOT 159 - C4	50.00'	61.52'	57.71'	N 26°27'54"W
LOT 160 - C5	50.00'	48.90'	46.97'	N 36°48'09"E

- NOTES:
- 1) THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES ARE FOR THE PURPOSE OF ESTABLISHING WIDTH OF SAID EASEMENTS. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNED WIDTHS.
 - 2) A PORTION OF THE LOTS SHOWN HEREON ARE LOCATED WITHIN A 100 YEAR FLOOD PLAIN AS SHOWN ON FIRM 3720468600K DATED 7/7/14. SEE FEMA LETTER OF MAP REVISION CASE NO. 10-04-3020P DATED 12/28/10.
 - 3) ALL UTILITY AND DRAINAGE EASEMENTS ARE CENTERED ON PROPERTY LINES OR MAINS AS INSTALLED UNLESS OTHERWISE DIMENSIONED OR NOTED.
 - 4) ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
 - 5) COMMON AREA & ALLOWED ENCROACHMENTS WITHIN THE ROAD R/W SHALL BE MAINTAINED BY THE HOME OWNER'S ASSOCIATION. REFERENCE DEED BOOK 2173, PAGE 383 AND DEED BOOK 2251, PAGE 572.
 - 6) NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCROACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.
 - 7) THIS MAP SUPERCEDES MAP BOOK 81, PAGE 196 AND IS BEING REVISED TO CORRECT SPELLING OF BECKY ANNE DRIVE.



LEGEND

- - IRON STAKE SET (UNLESS OTHERWISE NOTED)
- EIP - EXISTING IRON PIPE
- EIS - EXISTING IRON STAKE



I HEREBY CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES SUBDIVISIONS.

Carlton E. Parker
 CARLTON E. PARKER

I, CARLTON E. PARKER, CERTIFY THAT THIS MAP WAS DRAWN BY ME OR UNDER MY SUPERVISION FROM AN ACTUAL SURVEY BY ME OR UNDER MY SUPERVISION, THAT THE RATIO OF PRECISION AS CALCULATED FROM LATITUDES AND DEPARTURES IS 1:10,000+; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK _____ PAGE _____; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 15TH DAY OF AUGUST A.D., 2017.

Carlton E. Parker
 CARLTON E. PARKER L-2980

**MAP FOR RECORD
 PARAMORE FARMS PHASE 3 CLUSTER
 A RESIDENTIAL CLUSTER DEVELOPMENT**

GREENVILLE WINTERVILLE TWP. PITT COUNTY NORTH CAROLINA

OWNERS: BILL CLARK HOMES OF GREENVILLE, LLC	SURVEYED: CEP	DATE: 02/15/17
ADDRESS: 200 EAST ARLINGTON BLVD. GREENVILLE, NC 27858	DRAWN: WCO	SCALE: 1" = 60'
PHONE: (252) 355-2000	CHECKED: CEP	SHEET NUMBER: 1 OF 1
MALPASS & ASSOCIATES 1645 EAST ARLINGTON BLVD. SUITE D GREENVILLE, N.C. 27854 (252) 756-1780	APPROVED: CEP	

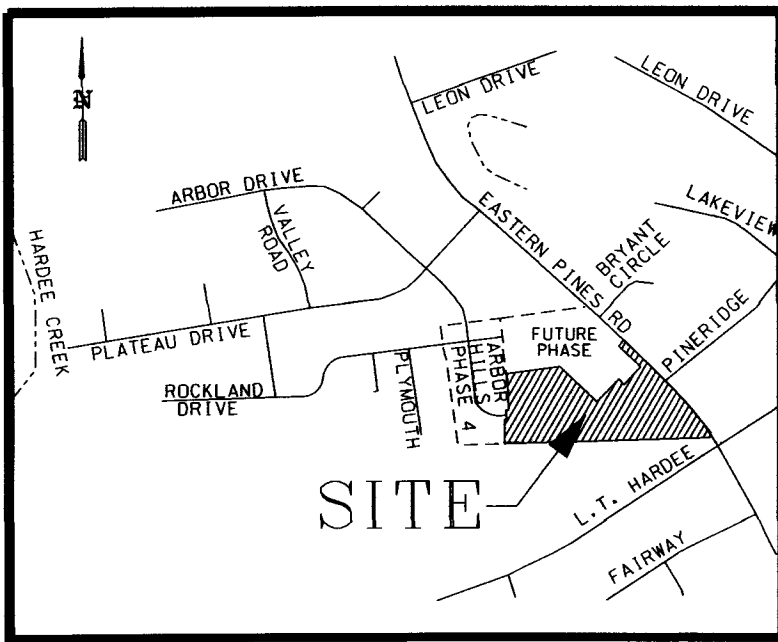
SOURCE OF TITLE
 THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLES OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS:
 DEED BOOK 1926 PAGE 141
 DEED BOOK _____ PAGE _____
 Item # 5
 N.C. REGISTRATION NO. L-2980

OWNERS STATEMENT
 THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF *Kathryn Smith*
 OWNER
 SWORN AND SUBSCRIBED BEFORE ME THIS 14th DAY OF AUGUST, 2017.
Melinda C. Stephens
 NOTARY PUBLIC
 MY COMMISSION EXPIRES April 2, 2018

APPROVAL
 THIS FINAL PLAT, NO. 17-16 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 22ND DAY OF MARCH, 2017.
 SIGNED: *M. J. [Signature]*
 CITY PLANNER

DEDICATION
 THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE HIS FREE ACT AND DEED, AND HEREBY DEDICATES TO PUBLIC USE AS STREETS, PARKS, PLAYGROUNDS, OPEN SPACES AND EASEMENTS FOREVER. ALL AREAS AS SHOWN OR AS INDICATED ON SAID PLAT.
 SIGNED: *Kathryn Smith*
 SIGNED: _____
 ATTEST: _____

Michael [Signature]
 REVIEW OFFICER OF PITT COUNTY. CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
M. J. [Signature] 8/17/17
 REVIEW OFFICER DATE



VICINITY MAP
SCALE: 1"=1000'

BILL CLARK HOMES OF GREENVILLE, LLC
DB 3040, PG 779
MB 65, PG 147

SITE DATA

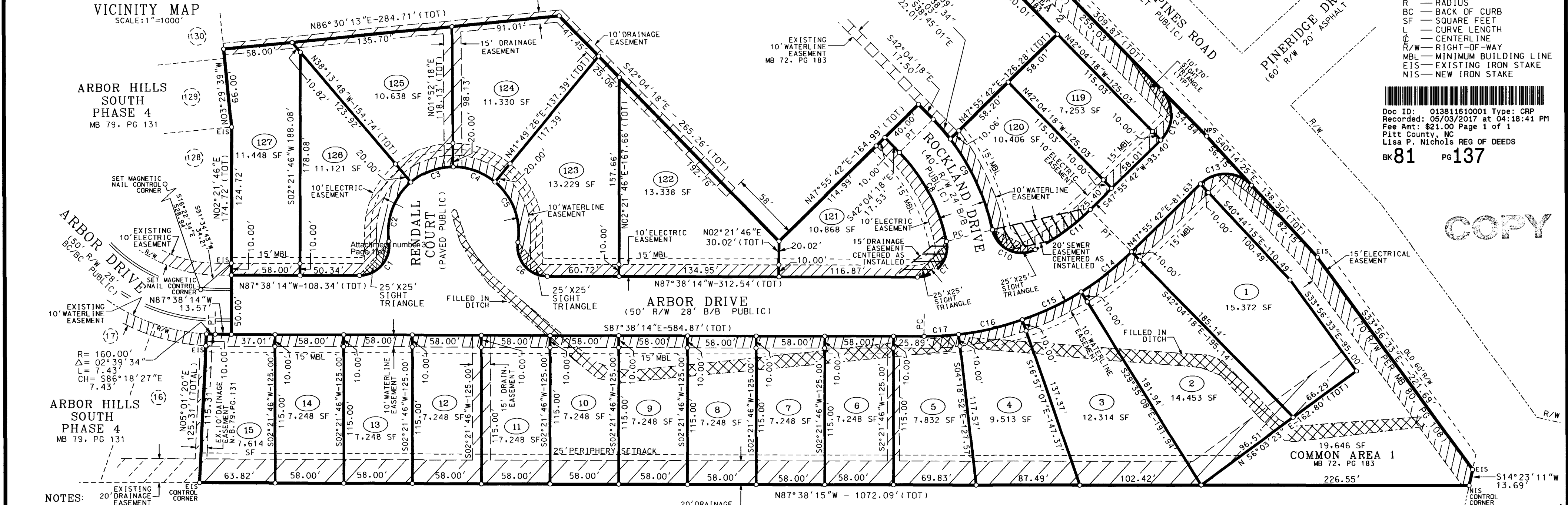
NUMBER OF LOTS CREATED.....	24
TOTAL AREA IN TRACT.....	7.3444 AC
AREA IN COMMON AREA.....	0.6429 AC
AREA IN PARKS, RECREATION AREAS AND THE LIKE.....	0

LEGEND

NPS	NO POINT SET
CH	CHORD
PT	POINT OF TANGENCY
PC	POINT OF CURVATURE
R	RADIUS
BC	BACK OF CURB
SF	SQUARE FEET
L	CURVE LENGTH
C	CENTERLINE
R/W	RIGHT-OF-WAY
MBL	MINIMUM BUILDING LINE
EIS	EXISTING IRON STAKE
NIS	NEW IRON STAKE

Doc ID: 013811610001 Type: CRP
Recorded: 05/03/2017 at 04:18:41 PM
Fee Amt: \$21.00 Page 1 of 1
Pitt County, NC
Lisa P. Nichols REG OF DEEDS
BK 81 PG 137

COPY

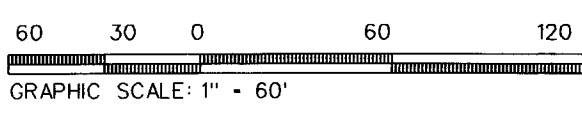


- NOTES:**
- THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENT. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
 - ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
 - THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM. REFERENCE: FIRM PANEL NUMBER 3720560600J, INDEX DATE 7/7/2014.
 - IRON STAKES SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED. NO POINTS SET ALONG ACTUAL R/W UNLESS OTHERWISE NOTED.

- NO PERMANENT STRUCTURE(S), INCLUDING BUT NOT LIMITED TO SUBDIVISION SIGNAGE, FENCES OR STORAGE BUILDINGS, SHALL BE CONSTRUCTED OR LOCATED IN ANY DRAINAGE EASEMENT SHOWN ON THIS PLAT WITHOUT PRIOR APPROVAL FROM THE CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT.
- NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCRoACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.
- HOMEOWNER'S ASSOCIATION IS RESPONSIBLE FOR THE MAINTENANCE OF THE OPEN SPACE AND COMMON AREAS.

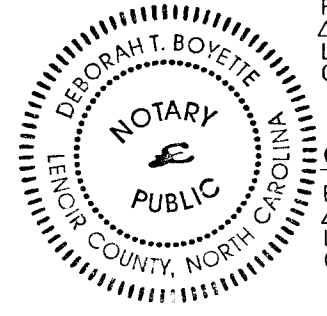
CURVE C1	CURVE C2	CURVE C3	CURVE C4	
R=25.00' Δ=98°38'48" L=38.71' Ch=S43°02'26"W 37.92'	R=55.00' Δ=59°02'56" L=55.72' Ch=S22°44'39"W 53.37'	R=55.00' Δ=40°05'50" L=38.49' Ch=S71°49'15"W 37.71'	R=55.00' Δ=39°57'12" L=37.58' Ch=N68°09'08"W 37.58'	
CURVE C5	CURVE C6	CURVE C7	CURVE C8	
R=55.00' Δ=59°11'01" L=56.81' Ch=N18°35'05"W 54.32'	R=25.00' Δ=98°38'48" L=43.04' Ch=N38°18'55"W 37.92'	R=25.00' Δ=101°32'15" L=38.73' Ch=S41°35'59"W 38.73'	R=150.00' Δ=32°53'41" L=86.12' Ch=S25°36'34"E 84.94'	
CURVE C9	CURVE C10	CURVE C11	CURVE C12	
R=190.00' Δ=30°09'20" L=84.94' Ch=N22°36'45"W 84.26'	R=25.00' Δ=105°43'38" L=46.13' Ch=N62°40'18"W 39.86'	R=200.00' Δ=16°31'58" L=57.71' Ch=S56°11'47"W 57.51'	R=30.00' Δ=90°00'00" L=47.12' Ch=S02°55'42"W 42.43'	
CURVE C13	CURVE C14	CURVE C15	CURVE C16	CURVE C17
R=30.00' Δ=91°49'53" L=48.08' Ch=S86°09'21"E 43.10'	R=250.00' Δ=12°29'07" L=54.48' Ch=N54°10'20"E 54.37'	R=250.00' Δ=12°37'59" L=55.12' Ch=N66°43'52"E 55.01'	R=250.00' Δ=12°37'42" L=55.10' Ch=N79°21'44"E 54.99'	R=250.00' Δ=06°41'12" L=29.18' Ch=N89°01'10"E 29.16'

NORA LEE EDWARDS HEIRS
EST FILE 2007E SLIDE 452



SHEET 1 OF 1

TAX PARCEL 83637



SURVEYOR'S CERTIFICATION

I, HOWARD O. BARNUM, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 3040 PAGE 779, OR FROM BOOKS REFERENCED HEREON) THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK SEE PAGE PLAT, OR AS REFERENCED HEREON; THAT THE RATIO OF PRECISION IS 1:31,707 AS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (1)(1)(i) 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 19th DAY OF APRIL, 2017.

SIGNED: *Howard O. Barnum*
PROFESSIONAL LAND SURVEYOR L-3634

MAP FOR RECORD
ARBOR HILLS SOUTH
PHASE 5
CLUSTER SUBDIVISION
REFERENCE: A PORTION OF MAP BOOK 65, PAGE 147 AND DEED BOOK 3040 PAGE 779
GREENVILLE, GRIMESLAND TWP., PITT COUNTY, NORTH CAROLINA

OWNER: BILL CLARK HOMES OF GREENVILLE, LLC
200 E. ARLINGTON BLVD.
GREENVILLE, NC 27858
(252) 317-0940

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 3040 PAGE 779
DEED BOOK PAGE
DEED BOOK PAGE
Howard O. Barnum
N.C. REG. NO. L-3634

OWNERS STATEMENT
THIS IS EVIDENCE THAT THIS SUB-DIVISION IS MADE AT THE REQUEST OF
Kathryn Smith
OWNER
OWNER
SWORN AND SUBSCRIBED TO BEFORE ME THIS 19 DAY OF APRIL, 2017.
Deborah T. Boyette 4-25-17
NOTARY PUBLIC, MY COMMISSION EXPIRES ON

APPROVAL
THIS FINAL PLAT, 17-11, WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 8TH DAY OF MARCH, 2017.
SIGNED: *Michael Da. I*
CITY PLANNER

DEDICATION
THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE THEIR FREE ACT AND DEED, AND HEREBY DEDICATES TO PUBLIC USE AS STREETS, PARKS, PLAY-GROUNDS, OPEN SPACES AND EASEMENTS FOREVER. ALL AREAS AS SHOWN OR AS INDICATED ON SAID PLAT.
SIGNED: *Kathryn Smith*
SIGNED: *Deborah T. Boyette*
ATTEST: *Deborah T. Boyette*

REVIEW OFFICER'S CERTIFICATE
I, *Michael Da. I*, REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
Michael Da. I
REVIEW OFFICER
DATE 5/13/17

STROUD ENGINEERING, P.A.
107-B COMMERCE STREET
GREENVILLE, NC 27858
(252) 756-9352
LICENSE #C-0647

SURVEYED: HOB APPROVED: HOB
DRAWN: *Qm DTB* DATE: 10-6-16
CHECKED: HOB SCALE: 1" = 60'
Item #



City of Greenville, North Carolina

Meeting Date:
12/14/2017
Time: 6:00 PM

Title of Item: Acceptance of 2017 Community Oriented Policing Services (COPS) Hiring Grant for four additional police officers

Explanation: **Abstract:** The Greenville Police Department (GPD) has been awarded a 2017 COPS Hiring Grant for four additional officers for the purpose of establishing a Neighborhood Gang Unit. The grant will provide salary support for the four officers for the next three years.

Explanation: GPD applied for a COPS Hiring Grant in July of 2017 for four officers to establish a Neighborhood Gang Unit. The current Gang Unit is primarily intelligence-driven, responding and working in areas that are seeing the highest level of gang activity. The new gang officers provided through this COPS grant will be a neighborhood-level gang unit, providing a vital police presence in neighborhoods historically impacted by gang violence and gang recruitment of vulnerable youth. In addition to working with the current gang intelligence officers, this new unit will work in conjunction with the new neighborhood officers recently initiated through the award of the 2016 COPS Hiring Grant. The Neighborhood Gang Unit will not only focus on enforcement and removal of gang members from communities, but also on rebuilding trust and partnerships within the community. Working with the youth in these communities will be a focal point in an effort to deter youth from joining gangs. A balance of prevention, intervention, gang resistance education, and suppression strategies, along with both internal and external partnerships, will be used to insure the success of this program.

GPD was recently notified that it had been approved for a 2017 COPS Hiring Grant award for four officers, and a copy of the notification is attached. Staff requests City Council approval to accept the grant award.

Fiscal Note:

The Federal grant total is \$500,000 over the next three years. The City will be responsible for a progressive match totaling \$248,284 over the same three-year period, and a one-year retention requirement at the end of the three-year grant cycle. Funding for the match was approved in the budget process for FY18.

Recommendation:

Staff recommends acceptance of the 2017 COPS Hiring Grant.

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

Attachments / click to download

 [Award Notification](#)

April Spruill

From: Office of Community Policing Services (COPS)
<copsdonotreply@service.govdelivery.com>
Sent: Monday, November 20, 2017 1:11 PM
To: Mark Holtzman
Subject: RE: COPS Hiring Program Award - LE



U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

COPS

November 20, 2017

Chief of Police Mark Holtzman
Greenville Police Department
500 South Greene Street
Greenville, NC 27835

Re: COPS Hiring Program Award #2017UMWX0046
ORI #NC07403

Dear Chief of Police Holtzman:

Congratulations! On behalf of Attorney General Jeff Sessions, I am pleased to inform you that the Office of Community Oriented Policing Services (COPS Office) has approved your agency for 4 officer positions under the 2017 COPS Hiring Program (CHP). The estimated amount of federal funds to be awarded to your jurisdiction over the three-year award period is \$500,000.00. Your local cash match will be \$248,284.00. Your agency may use CHP award funding to hire new officers or rehire officers who have been laid off or are scheduled to be laid off on a specific future date, as a result of local budget reductions, on or after the official award start date. Please note that any changes to the awarded hiring categories require an official review and approval by the COPS Office.

To officially accept and begin your CHP award, your agency must access the COPS Office website at www.cops.usdoj.gov and select the Account Access link in the upper-right corner to log in, review, and electronically sign the Award Document (including Award Terms and Conditions) and any special conditions as applicable.

To electronically sign your Award Document, the appropriate Account Roles with E-Signature and User Permissions must be established and assigned in the COPS Office Agency Portal. The Agency Portal Instruction

Manual, currently available on the COPS Office website at <http://cops.usdoj.gov/pdf/UserGuide.pdf>, has been enhanced to include a Quick Step Guide. This guide will provide your agency with all of the information needed to successfully establish Account Roles and assign User Permissions in preparation to sign the Award Document, as well as manage many aspects of your CHP award online. Please review and follow these steps carefully as this is the only method for signing your Award Document.

The CHP award start date is **November 1, 2017**. Therefore, your agency can be reimbursed for allowable and approved expenditures made on or after this date. Please be advised that some of your requested items may not have been approved by the COPS Office during the budget review process. When you receive your award package, please carefully review your Financial Clearance Memorandum (FCM) to determine your approved budget, as award funds may only be used for approved items. The FCM will specify the final award amount and will identify any disallowed costs. We strongly encourage you to immediately visit CHP web page at <http://cops.usdoj.gov/Default.asp?Item=2367> and access a supplemental online award package that contains a variety of important and helpful documents that will assist you with the implementation of your award, including the 2016 CHP Award Owner's Manual, which specifies the programmatic and financial terms, conditions, and requirements of your award. Please print out a copy of your application and maintain it with your award file records.

As a reminder, all positions awarded under CHP (or an equal number of veteran officers) must initiate or enhance community policing in accordance with the community policing strategy described within Section 6 of your application. If, for any reason, your agency finds that your community policing strategies have significantly changed from those outlined in your application (e.g., because you received fewer officers than originally requested and thus must alter the scope of your community policing strategies), please revise the strategy accordingly and submit it to the COPS Office for review and approval.

As part of 2017 CHP, your agency will be required to submit quarterly Federal Financial Reports (SF-425) as well as quarterly program progress reports. CHP award recipients should be prepared to track and report CHP funding separately from other funding sources (including other COPS Office and federal awards) to ensure accurate financial and programmatic reporting on a timely basis. Your agency should ensure that you have financial internal controls in place to monitor the use of CHP funding and ensure that its use is consistent with the award terms and conditions.

Also, please remember that CHP award recipients must retain all sworn officer positions funded under the 2017 CHP award for a minimum of 12 months following the 36-month federal funding period. The retained CHP-funded position(s) should be added to your law enforcement budget with state and/or local funds, over and above the number of locally-funded positions that would have existed in the absence of the award. In your 2017 CHP application, your agency was required to affirm that it plans to retain the additional officer positions funded following the expiration of the award, and to identify the planned sources of retention funding. If, during the life of the award, you have questions regarding the retention requirement or your retention funding sources, please contact the COPS Office for assistance.

We look forward to working with your agency in a productive partnership to further your community policing efforts. If you have any questions about your award, please do not hesitate to call your Grant Program Specialist through the COPS Office Response Center at 800-421-6770.

Sincerely,

Item # 6



Russell Washington
Acting Director

ADVANCING PUBLIC SAFETY THROUGH COMMUNITY POL

You have received this e-mail because you have asked to be notified of changes to the **Department of Justice's Office of Community Oriented Policing Services (COPS)** website. Update your subscriptions, modify your password or e-mail address, or stop subscriptions at any time on your [Subscriber Preferences Page](#). You will need to use your e-mail address to log in. If you have questions or problems with the subscription service, please contact subscriberhelp.govdelivery.com. If you have questions about the DOJ Office of Community Oriented Policing Services site, please contact tellcops@usdoj.gov.

This email was sent to mholtzman@greenvillenc.gov using GovDelivery Communications Cloud on behalf of: Office of Community Oriented Policing Services (COPS) · 145 N St, NE · Washington, DC 20530 · 800-421-6770



City of Greenville, North Carolina

Meeting Date:
12/14/2017
Time: 6:00 PM

Title of Item: Request by the Police Department to utilize Federal Asset Forfeiture Funds to purchase equipment

Explanation: **Abstract:** The Police Department is requesting authorization to purchase equipment for the department by utilizing Federal Asset Forfeiture Funds. These funds are the direct result of money and property seized during criminal investigations.

Explanation: The Police Department is seeking approval to use Federal Asset Forfeiture Funds to purchase equipment for the department. The following is a description of proposed expenditures requested from the Federal Asset Forfeiture account.

License Plate Readers (LPRs): The Police Department is seeking approval to purchase two (2) additional LPRs for the department. These units will be used by the Parking Enforcement Unit to allow more efficient enforcement of parking violations, specifically in dense parking areas to include uptown. These units will work in conjunction with the "iChalk" system to allow not only for efficient enforcement of violations but to also create a temporary log of vehicles parking in designated locations for use in research of criminal investigations when needed.

GPD currently has four (4) LPRs for the purpose of cataloging and comparing the public information associated with the registration plates of vehicles traveling on the roadways within the City of Greenville. The addition of two (2) more units will create a total of six (6) units employed by the Department and dedicate two (2) that will be used predominately in the uptown district. The total estimated cost for the equipment and integration with iChalk is \$55,408. A copy of the quote is attached for your review.

Forensics Equipment: At the August 14, 2017, City Council meeting, City Council approved the use of Federal Asset Forfeiture funds to pursue the accreditation process for the Forensics Services Unit. The estimated cost for accreditation in the crime scene investigation category was estimated at \$15,150. Since that time, GPD staff has done additional research on the topic and is in agreement that the best course of action would be to delay seeking ANAB accreditation at this time. Instead the funds would be better spent purchasing needed equipment for the Forensic Services Unit. Photos of the equipment are attached for your reference.

The first piece of equipment is an **evidence drying cabinet** to be placed in the evidence processing room. This will allow patrol officers to have access to a drying cabinet to store evidence which needs to be dried prior to packaging, reducing the need to call out a Forensics Technician during these situations, thus saving overtime costs. The estimated cost for the drying cabinet is \$10,844.

The second piece of equipment is a **digital forensic evidence examination station**. This station includes a system magnifier which will allow Forensics personnel to enhance very small details at magnification levels up to 50x. This tool can be used for examination of fingerprints and footprint evidence, tools marks, documents, and various other types of physical evidence. The estimated cost is \$4,195.

GPD will use existing funds to continue pursuing advanced training and individual certification for forensics personnel through the International Association of Identification. The additional equipment requested and future training will assist in preparing the forensics division to seek accreditation in the future.

Fiscal Note:

The proposed additional expenditure from the Federal Asset Forfeiture account is \$55,408 for the LPRs. \$15,150 was approved in August for Forensics Accreditation; with approval, that allocation will be redirected to purchase the referenced equipment for the forensics unit totaling \$15,039. The City's Federal Forfeiture account has an approximate available balance of \$178,079.

Recommendation:

Staff recommends approval to use Federal Asset Forfeiture funds for the equipment discussed.

Attachments / click to download

 [Quote](#)

 [Photos of Forensics Equipment 1062064](#)



Quote For:

**Greenville Police Department
ILP with Parking**

Quoted By:

**Vigilant Solutions, LLC
Greg Skelly**

Date: 11-02-17

Be Smart. Be Safe. Be Vigilant.

		Vigilant Solutions, LLC 1152 Stealth Street Livermore, California 94551 (P) 404-664-7605 (F) 925-398-2113		Be smart. Be safe. Be Vigilant.	
Attention:	Greenville Police Department	Date	11/2/2017		
Project Name:	ILP with Parking	Quote Number:	GPS-0953-01		

PROJECT QUOTATION

We at Vigilant Solutions are pleased to quote the following systems for the above referenced project:

Qty	Item #	Description
(1)	VS-ILP-2M3RE	Intelligence Led Policing Package w/ 3-Camera Mobile LPR Hardware - Up to 200 Sworn <ul style="list-style-type: none"> • 3-Camera Mobile LPR system - Quantity = 2 LPR Systems <ul style="list-style-type: none"> ◦ Power over Ethernet (POE) LPR cameras ◦ Lens configuration to be confirmed by customer at time of order • CarDetector Mobile LPR Software for MDC Unit <ul style="list-style-type: none"> ◦ Includes Mobile Hit Hunter Data Access Feature • LEARN Software as a Service (SaaS) including: <ul style="list-style-type: none"> ◦ LEARN Data Analytic Tools ◦ Unlimited Commercial LPR data Access ◦ Hosting, data and system management of LPR data ◦ LEARN-Mobile Companion SmartPhone application (Android & iPhone) • First year Standard Service Package for hosted LPR server access • FaceSearch Hosted Facial Recognition <ul style="list-style-type: none"> ◦ Image gallery of up to 20,000 images
(1)	VS-LEARN--H	Vigilant Hosted/Managed Centralized LPR server via LEARN <ul style="list-style-type: none"> • Vigilant hosted/managed LEARN account <ul style="list-style-type: none"> ◦ Central repository for all LPR data acquired by each LPR system • Includes Vigilant's suite of LPR data analytics via online web access <ul style="list-style-type: none"> ◦ Automated CarDetector software update management ◦ Plate searching, mapping, data mining utilities ◦ Stakeout, Associate Analysis and Locate Analysis ◦ Full administrative security with management auditing • Plug-N-Play an unlimited number of CarDetector LPR systems <ul style="list-style-type: none"> ◦ Requires NO server hardware, NO server maintenance • Requires Vigilant Enterprise Service Agreement contract
(1)	SSU-LN-COM	Vigilant Start Up & Configuration of Hosted/Managed LEARN Server Account <ul style="list-style-type: none"> • New client account setup via national LPR server • Required for all hosted/managed LEARN client accounts
(2)	SSU-SYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system <ul style="list-style-type: none"> • Vigilant technician to visit customer site • Includes system start up, configuration and commissioning of LPR system • Applies to mobile (1 System) and fixed (1 Camera) LPR systems

Item # 7

(1)	VS-TRNG	Vigilant End User Training for LPR Systems <ul style="list-style-type: none"> • End user training for Vigilant products <ul style="list-style-type: none"> ◦ Covers all client purchased applications ◦ Includes classroom and field operation training • Vigilant certified technician to visit site and perform one training class
(1)	VS-TRVL-01	Vigilant Travel via Client Site Visit <ul style="list-style-type: none"> • Vigilant certified technician to visit client site • Includes all travel costs for onsite support services
(6)	U-BASE-SET	High Impact Camera Magnet <ul style="list-style-type: none"> • Made for heavy weighted LPR cameras (Reaper) or high impact applications • One required per camera
(2)	VDS-Install	Mobile LPR systems professionally mounted
Subtotal Price (Excluding sales tax)		\$43,408.00

Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect for 60 days.

Quoted by: Greg Skelly - 404-664-7605 - greg.skelly@vigilantsolutions.com

Total Price (Excluding sales tax)	\$43,408.00
--	--------------------



Tel: 215.394.1906 / Fax: 267.803.1971 / sales@upsafety.net

QUOTATION 1117-U3075 Page 1 of 1

TO: Patina Oxendine
City of Greenville
500 S Greene Street
Greenville, NC 27834

PLEASE INDICATE THE ABOVE NUMBER WHEN ORDERING.

QUOTATION DATE November 29, 2017	SALES PERSON Joan Young
--	-----------------------------------

ESTIMATED SHIP DATE N/A	SHIPPED VIA N/A	F.O.B. Fort Washington, PA	TERMS Due Prior to Installation
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United Public Safety is pleased to submit the following quotation for your review.

Description

Price

NRE - Vigilant LPR Integration <i>(Total development effort est. @ 100 hrs.)</i>	\$12,000
2. All whitelisted vehicle plates (UPsafety -> Vigilant) - 60 hours (set up interface) - 40 hours (apply pushes)	
a. Sends PERMITS newly added or modified in realtime via push.	
b. Sends iMETER data for newly added or modified vehicle payments in realtime via push.	

Quotation Acceptance/Agreement to Purchase

We, the undersigned, accept this quotation in its entirety.

Patina Oxendine
City of Greenville
500 S Greene Street
Greenville, NC 27834

United Public Safety
321 Morris Road
Fort Washington, PA 19034

Sign: _____

Sign: _____

Print: _____

Print: _____

Title: _____

Title: _____

Terms: Due With Order
Delivery: 12 - 16 Weeks after receipt of purchase order.

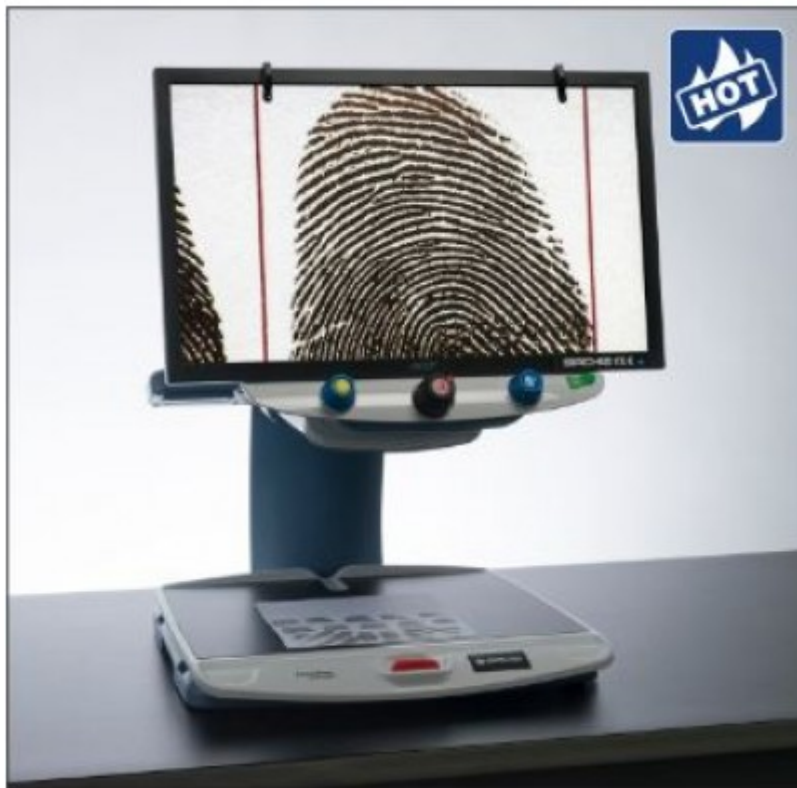
WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS SUBJECT TO THE CONDITIONS INCLUDED UNDER SEPARATE COVER, AND IS VALID FOR 30 DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE.

Item # 7

Drying Cabinet



Digital Examination Station





City of Greenville, North Carolina

Meeting Date:
12/14/2017
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 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/or contracts were awarded during the months of October and November.

Date Awarded	Description	Vendor PO Number	Amount	MWBE Vendor?	Does Local Preference Apply?
10/25/2017	Tactical Body Armor	Lawmen's Distribution 18000154	\$52,622.00	No	No
10/25/2017	Accessible Water Sports Facility - Floating Dock - River Park North	AccuDock 18000155	\$70,385.00	No	No

10/31/2017	Municipal Building Painting Project	Charles Paint Company	18000160	\$50,350.00	No	No
11/9/2017	Police Citywide Video Surveillance Project - Phase 2 - Cameras & Accessories	East Carolina Communications	18000178	\$65,339.50	No	No
11/21/2017	Playground Equipment - Intergenerational Community Center	Cunningham & Associates	18000190	\$65,816.34	No	No
		NOTE: US Communities Cooperative				
11/21/2017	Playground Equipment - Elm Street Upper Park	Cunningham & Associates	18000191	\$68,473.90	No	No
		NOTE: US Communities Cooperative				
11/21/2017	Playground Equipment - Peppermint Park	Cunningham & Associates	18000192	\$69,143.72	No	No

NOTE: US
Communities
Cooperative
Recreational
Ventures

11/22/2017	New Tennis Court - Evans Park	18000193	\$284,314.00	No	No
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Fiscal Note: Funds 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

- [Tactical Body Armor](#)
 - [River Park North Floating Dock](#)
 - [Municipal Building Painting Project](#)
 - [Citywide Video Surveillance](#)
 - [New Tennis Court - Evans Park](#)
-



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"/>
Department: Police	Lawman's Distribution	Galls	Bob Barker
Requestor: Terry Basden			
Date: 10/25/2017			

No.	Description			
1	Tactical Body Armor	\$52,622.00	No Quote – stated company would not be price competitive	No Quote – unable to match specification.
2				
3				
4				
5				
6				
7				
8				

Subtotal	\$52,622.00		
Tax	\$3,683.54		
Total	\$56,305.54		

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

Project Name:	Accessible Water Sports Facility - Floating Dock	Project No.	
Opening Location:	River Park North, 1000 Mumford Road, Greenville, NC 27834	Bid Opening Date:	NA

Contractor Name	Pre-bid & Site visit	Bid Amount	
AccuDock	No	\$70,385.00	materials, asumeucs, and features prefered over alternative contractors
EZ-Dock	Yes	\$76,823.87	Currently have an EZ-Dock at River Park North

Item # 8
 Certified by: 
 Christopher Horrigan, Parks Coordinator

BID TABULATION SHEET
City of Greenville, North Carolina
Public Works Department

Item # 8

Project Name:	Municipal Painting		
Opening Location:	201 W. 5th Street		
	17-Oct-17		

Contractor Name	Base Bid	Alternate 1	Alternate 2	Alternate 3	Total
Charles Paint Company	\$27,700.00	\$11,700.00	\$4,150.00	\$6,800.00	\$50,350.00
Top Level Constructon	\$36,000.00	\$10,468.00	\$6,558.00	\$4,500.00	\$57,526.00
McCord Contractors	No Bid	No Bid	No Bid	No Bid	No Bid

Certified by: 

Ross Peterson, Building Facilities Coordinator



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"/>
Department: Information Technology	East Carolina Communications, LLC	A3 Communications	Carolina Video Security, Inc
Requestor: Freddie Wilkins			
Date: 11.9.2017			

No.	Description			
1	Police Citywide Video Surveillance Project Phase 2 – Cameras and Accessories	\$69,395.27	\$78,289.02	No Quote
2				
3				
4				
5				

Subtotal	\$65,339.50	\$78,289.02	
Tax	\$ 4,055.77	\$ 4,549.23	
Total	\$69,395.27	\$82,838.25	

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

Project Name:	New Tennis Courts - Evans Park	Project No.	PC-0027
Opening Location:	Jaycee Park Building 2000 Cedar Lane, Greenville, NC	Bid Opening Date:	Thursday, November 16, 2017 10:00 AM

Contractor Name	MWBE Forms	Bid Amount	Unit Price #1 Install Quick Start Lines	Unit Price #2 Install Pickleball Courts Lines
Recreational Ventures DBA Court One	Yes	\$284,314.00	\$239.00	\$356.00
Outer Banks Tennis Contractors	No	Bid was unresponsive.		

Certified by: Mike Watson
 Mike Watson, Parks Coordinator



City of Greenville, North Carolina

Meeting Date:
12/14/2017
Time: 6:00 PM

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

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

Explanation: The Director of Financial Services reports refunds of the following taxes:

<u>Payee</u>	<u>Adjustment Refunds</u>	<u>Amount</u>
Adams, Willie	Registered Property Taxes	332.23
Barrett, Moses	Registered Property Taxes	323.04
Briley, Steven Ray	Registered Motor Vehicle	153.97
Bunn, Lucy	Registered Property Taxes	233.64
Chang, Weili	Registered Motor Vehicle	207.70
Coggins, Miriam F.	Registered Motor Vehicle	166.02
Coody, Teddy L.	Registered Motor Vehicle	150.90
Credle, Ernest A.	Registered Property Taxes	283.33

Finnegan, Johnathan E.	Registered Motor Vehicle	176.31
Jacobson, Christian	Registered Property Taxes	540.95
Lynch, Donnie W.	Registered Motor Vehicle	121.34
Mills, Angela C.	Registered Property Taxes	302.92
Pitt & Greene Electric Membership Corporation	Registered Motor Vehicle	526.23
Rolling Frito Lay Sales LP	Registered Motor Vehicle	487.96
Sanders, Clinton E.	Registered Property Taxes	923.36
Simmons, Florence	Registered Motor Vehicle	115.02
Smith, John H.	Registered Property Taxes	540.96
Sours, Allen J. Jr.	Registered Motor Vehicle	106.03
Thompson, Ryan C.	Registered Motor Vehicle	107.82
Vinson, Kimberly J.	Registered Motor Vehicle	138.31

Fiscal Note: The total to be refunded is \$5,938.04.

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:
12/14/2017
Time: 6:00 PM

Title of Item: Ordinance to annex Savannah Place, Section 2, Phase 1 involving 5.677 acres located at the current terminus of Southside Drive and west of Thomas Langston Road

Explanation: **Abstract:** The City received a voluntary annexation petition to annex Savannah Place, Section 2, Phase 1 involving 5.677 acres located at the current terminus of Southside Drive and west of Thomas Langston Road. The subject area is vacant and is anticipated to accommodate 14 single-family lots.

ANNEXATION PROFILE

A. SCHEDULE

1. Advertising date: December 4, 2017
2. City Council public hearing date: December 14, 2017
3. Effective date: June 30, 2018

B. CHARACTERISTICS

1. Relation to Primary City Limits: Contiguous
2. Relation to Recognized Industrial Area: Outside
3. Acreage: 5.677
4. Voting District: 2
5. Township: Winterville
6. Zoning: R9S (Residential-Single-family)
7. Land Use: Existing: Vacant

Anticipated: Fourteen (14) single-family lots

8. Population:

	Formula	Number of People
Total Current	-----	0
Estimated at full development	14 x 2.48	35
Current Minority	-----	0
Estimated Minority at full development	35 x 35.3%	12
Current White	-----	0
Estimated White at full development	35 - 12	23

* average number of people per household in Greenville

- 9. Rural Fire Tax District: Red Oak
- 10. Greenville Fire District: Station #5 (Distance of 4.0 miles)
- 11. Present Tax Value: \$70,963
Estimated Future Tax Value: \$2,870,963

Fiscal Note: The total estimated tax value at full development is \$2,870,963.

Recommendation: Approve the attached ordinance to annex Savannah Place, Section 2, Phase 1

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

Attachments / click to download

- [Survey](#)
- [Ordinance - Savannah Pl. Sect 2 Ph 1 1064326](#)

ORDINANCE NO. 17-
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF
THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and

WHEREAS, the City Council has directed the City Clerk to investigate the sufficiency of said petition; and

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at City Hall at 6:00 p.m. on the 14th day of December, 2017, after due notice by publication in The Daily Reflector on the 4th day of December, 2017; and

WHEREAS, the City Council does hereby find as a fact that said petition meets the requirements of G.S. 160A-31, as amended.

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

Section 1. That by virtue of the authority vested in the City Council of the City of Greenville, North Carolina, under G. S. 160A-31, as amended, the following described contiguous territory is annexed:

TO WIT: Being all of that certain property as shown on the annexation map entitled "Savannah Place, Section 2, Phase 1" involving 5.677 acres as prepared by Baldwin Design Consultants, PA.

LOCATION: Lying and being situated in Winterville Township, Pitt County, North Carolina, located at the current terminus of Southside Drive and west of Thomas Langston Road.

GENERAL DESCRIPTION: Beginning at an existing iron pipe on the curved western right-of-way of NCSR 1134 (Thomas Langston Road), said iron pipe being the southeastern corner of Lot 1, Savannah Place, Section 1 as recorded in Map Book 63, Page 23 of the Pitt County Register of Deeds. From the above described beginning, so located, running thence as follows:

With the curved western right-of-way of NCSR 1134 (Thomas Langston Road), said curve to the left an arc distance of 88.62', having a radius of 1,393.87' and a chord bearing S 14°59'45" W 88.61' to the point of tangency, thence S 12°43'52" W 117.83', thence leaving the western right-of-way of NCSR 1134 (Thomas Langston Road), N 89°05'43" W 257.75', thence S 07°58'37" W 15.00', thence N 62°17'10" W 164.00', thence N 32°54'59" W 83.84', thence N 60°32'05" W 280.22', thence N 29°27'55" E 190.00', thence S 60°32'05" E 16.22', thence N 29°27'55" E 135.00', thence S 60°32'05" E 147.29', thence with a curve to the left an arc distance of 50.94', said curve having a radius of 375.00' and a chord bearing N 18°40'54" E 50.90', thence S 60°32'05" E 139.69', thence S 17°45'03" W 36.53', thence S 72°31'41" E 228.30', thence S 32°27'50" E 180.00' to the point of beginning containing 5.677 acres and being a portion of the property described in Deed Book 1586, Page 455 of the Pitt County Register of Deeds.

Section 2. Territory annexed to the City of Greenville by this ordinance shall, pursuant to the terms of G.S. 160A-23, be annexed into Greenville municipal election district two. The City Clerk, City Engineer, representatives of the Board of Elections, and any other person having responsibility or charge of official maps or documents shall amend those maps or documents to reflect the annexation of this territory into municipal election district two.

Section 3. The territory annexed and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Greenville and shall be entitled to the same privileges and benefits as other territory now within the City of Greenville. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 4. The Mayor of the City of Greenville, North Carolina, shall cause a copy of the map of the territory annexed by this ordinance and a certified copy of this ordinance to be recorded in the office of the Register of Deeds of Pitt County and in the Office of the Secretary of State in Raleigh, North Carolina. Such a map shall also be delivered to the Pitt County Board of Elections as required by G.S. 163-288.1.

Section 5. This annexation shall take effect from and after the 30th day of June, 2018.

ADOPTED this 14th day of December, 2017.

P. J. Connelly, Mayor

ATTEST:

Carol L. Barwick, City Clerk

NORTH CAROLINA
PITT COUNTY

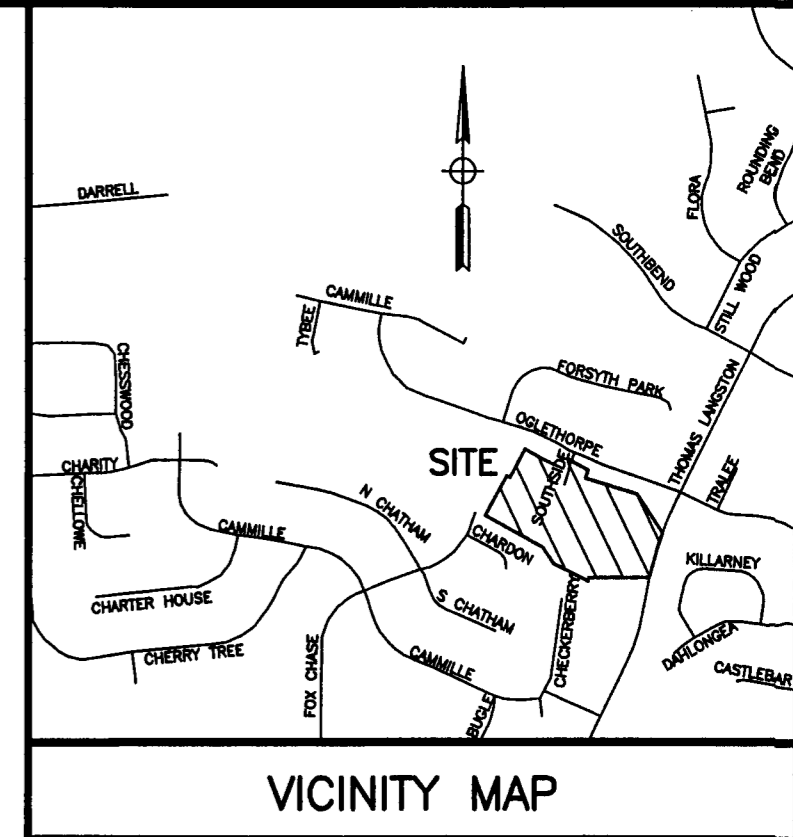
I, Polly Jones, a Notary Public for said County and State, certify that Carol L. Barwick personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument 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 ____th day of _____, 2017.

Notary Public

My Commission Expires: _____

1064326



NOTES

1. THIS MAP IS OF A SURVEY THAT IS OF ANOTHER CATEGORY.
2. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
3. REFERENCE: DEED BOOK 1586, PAGE 455 AND MAP BOOK 60, PAGE 36 OF THE PITT COUNTY REGISTER OF DEEDS.

LEGEND

R/W = RIGHT-OF-WAY
 EIP = EXISTING IRON PIPE
 SIP = SET IRON PIPE

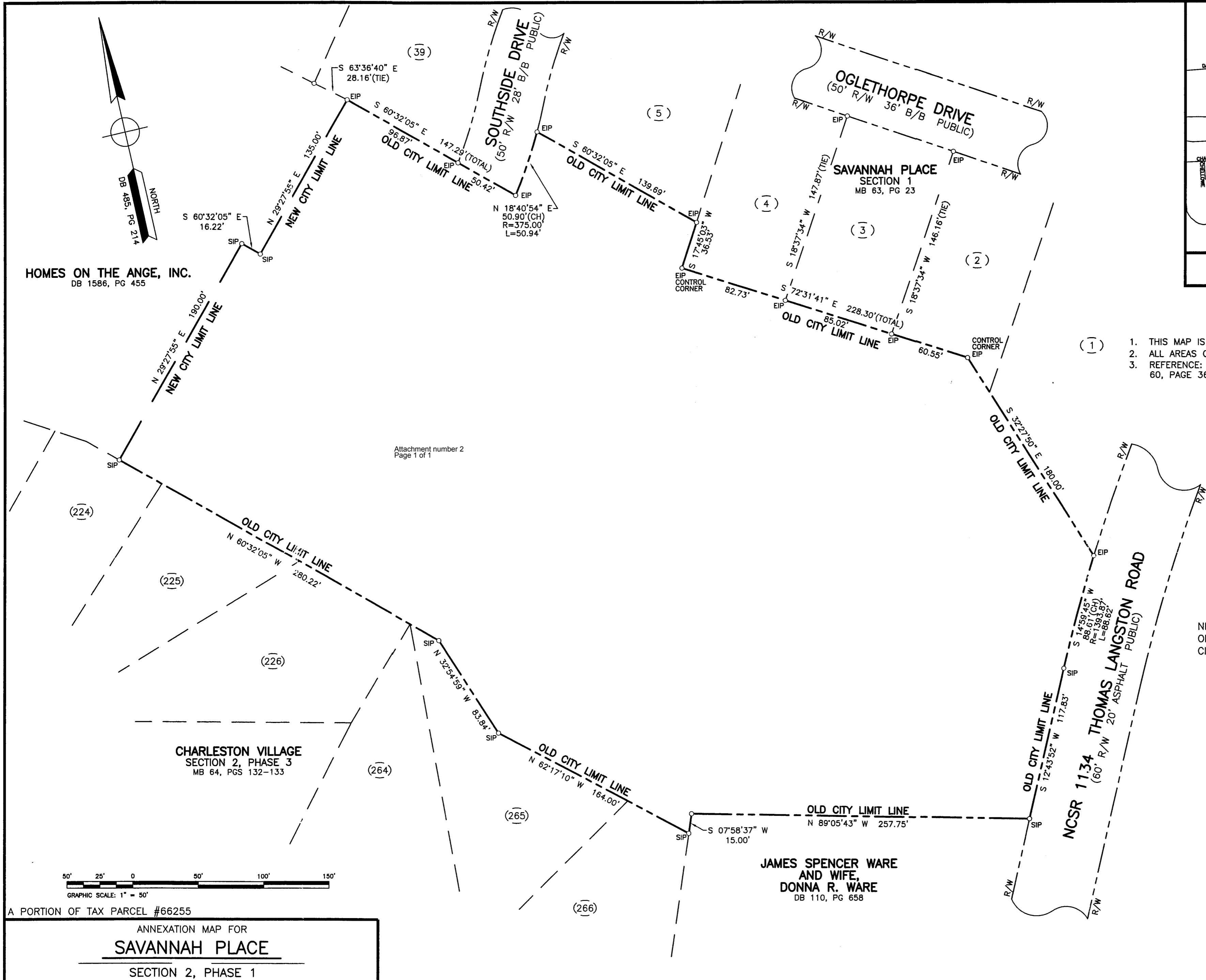
LEGEND

NEW CITY LIMIT LINE = _____
 OLD CITY LIMIT LINE = _____
 CITY LIMIT LINE = _____

CERTIFICATION

I, JOHN G. GETSINGER, JR., CERTIFY THAT UNDER MY DIRECTION AND SUPERVISION, THIS MAP WAS DRAWN FROM AN ACTUAL FIELD SURVEY MADE BY BRAD WELLS THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1: 10,000+ THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM DEED INFORMATION THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY HAND AND SEAL THIS 31st DAY OF OCTOBER, 2017.

SIGNED _____ REGISTRATION NO. L-4508



HOMES ON THE ANGE, INC.
 DB 1586, PG 455

CHARLESTON VILLAGE
 SECTION 2, PHASE 3
 MB 64, PGS 132-133

JAMES SPENCER WARE
 AND WIFE,
 DONNA R. WARE
 DB 110, PG 658



A PORTION OF TAX PARCEL #66255
 ANNEXATION MAP FOR
SAVANNAH PLACE
 SECTION 2, PHASE 1

OWNER: HOMES ON THE ANGE, INC. **DRAFT**
 ADDRESS: 226 COMMERCE STREET GREENVILLE, NC 27889
 PHONE: (252) 756-3500

<p>Baldwin Design Consultants, PA ENGINEERING - SURVEYING - PLANNING 1700-D EAST ARLINGTON BOULEVARD GREENVILLE, NC 27858 252.756.1390</p>	LICENSE# C-3498	SURVEYED: BW	APPROVED: MWB
		DRAWN: JGG	DATE: 10/31/2017
		CHECKED: MWB	SCALE: 1 = 50'

MAP NO.	PLATS RECORDED	MAP BOOK	PAGE
	LU-JI-MAR, LLC	60	36

Item # 10

MAP SHOWING AREA ANNEXED BY
 THE CITY OF GREENVILLE, N.C
 (EFFECTIVE DATE _____ ORDINANCE # _____ AREA 5.677 AC.)
 _____ WINTERVILLE _____ TOWNSHIP, PITT COUNTY, N.C.

Y:\DRAWINGS\SAVANNAH PLACE\SEC 2\ANNEXATION.dwg Wed, Nov 01, 2017 7:30am JGETSINGER



City of Greenville, North Carolina

Meeting Date:
12/14/2017
Time: 6:00 PM

Title of Item: Contract Award of Construction Administration (Task Order #3) for the Town Creek Culvert Drainage Project

Explanation: **Abstract:** The City will replace the Town Creek Culvert stormwater collection system located in the uptown district. The new Town Creek Culvert, once completed, will provide a substantially higher level of service that will adequately convey storm water runoff from high-volume storms to the Tar River. The existing culvert is 90-yrs old and has experienced multiple structural failures which have led to localized flooding as well as road closures. The undersized capacity of the existing culvert led to flooding in the uptown area - most recently in August, 2017. The completed culvert will increase the level of service from a 1-yr storm volume to a 25-year storm volume. This will allow for the continued economic growth of the Uptown area which drains to the Town Creek Culvert. The construction contract was awarded to Trader Construction on October 12, 2017.

Staff is recommending award of a construction management contract for the Town Creek Culvert Drainage Project. Construction management is the third phase (i.e. task order) of a professional services contract that also includes study and preliminary design (task order #1) and final design (task order #2). Public Works is requesting City Council approve the fee for task order #3 and award a professional services contract to WK Dickson Co., Inc. in the amount of \$2,368,300 for the construction administration of the Town Creek Culvert Drainage Project.

Explanation: The Public Works Department issued a Request for Qualifications (RFQ) in July 2013 from qualified engineering firms interested in providing professional services for the study, design, and construction administration for the Town Creek Culvert. In response to the RFQ, five (5) engineering firms/teams submitted proposals from which three (3) teams were selected for interviews. After the interviews, the team led by WK Dickson Co., Inc. out of Cary, NC, was selected. The Town Creek Culvert design contract has three phases (or task orders). The task orders are as follows:

- Task Order #1 – Study and Preliminary Design
- Task Order #2 – Final Design
- Task Order #3 – Construction Administration

The first task order - Study and preliminary design involved surveying and evaluating the condition of the existing stormwater drainage system, completing a drainage analysis, developing possible solutions, and providing a recommendation for rehabilitation or replacement. This task was completed and presented to City Council on August 11, 2014.

The second task order - final design, developed and prepared the necessary construction documents and completed all right-of-way/easement acquisitions for the project, obtained all applicable permitting, and supported the City through the bidding, selection, and award of the construction contract. As a result, the construction contract was awarded to Trader Construction on October 12, 2017.

Task order #3 will provide construction administration for the construction contract. This involves daily resident inspection, monthly construction meetings, shop drawing reviews, respond to Contractor's Requests for Information, Negotiate, Review and Prepare change orders, issue bulletin drawings, provide additional design services (value engineering), Clean Water State Revolving Fund reimbursement and management, pay application review, conduct final inspections and sign and seal record drawings. Attached is the fee proposal and the recommended scope of service for Task Order #3.

Fiscal Note:

The City has been approved for a 0% interest loan up to \$16,000,000 for the construction of the Town Creek Culvert. Additional funds will be acquired through either a revenue bond or a low interest loan from the Clean Water State Revolving Fund.

Task orders 1 and 2 have been completed. Task order 3 will be funded through CWSRF loans and/or revenue bonds. Phases and the associated budget for Task Order #3 are as follows:

Project Management	\$ 149,700
Construction Administration	\$ 909,900
Resident Construction Observation	\$ 1,056,700
Project Reimbursables	\$ 72,000
Additional Services	<u>\$ 180,000</u>

Total \$ 2,368,300

These funds are available within the project budget.

Recommendation: City Council approve the contract for the Town Creek Culvert Drainage Improvement Project Task Order #3 for construction administration.

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

Attachments / click to download

 [WK Dickson Constr Admins - Town Creek Culvert](#)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

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

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

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between
City of Greenville, NC _____ (“Owner”) and
W. K. Dickson & Co., Inc. _____ (“Engineer”).

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

Town Creek Culvert Drainage Improvement Project, Task Order #3 _____ (“Project”).
Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:
Construction Administration and Observation

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer’s services;
 - 2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- ~~D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.~~

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity 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, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that 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 any services performed or furnished by Engineer.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's 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 Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- ~~B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.~~
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, 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 insurance purchased and maintained by Contractor for the Project.
- D. ~~Owner and~~ Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- 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 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.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, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks

whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, 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.
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 6.06.D.1, to invoice Owner and receive 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.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

[Note to User: If necessary, modify this provision to identify a specific controlling jurisdiction if other than the state where the Project is located; if multiple states are involved; or to identify controlling jurisdictions other than a state, such as a U.S. territory, commonwealth, or tribal jurisdiction/domestic dependent nation.]

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.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, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated 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 Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *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 at law.
- B. ~~If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.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 at law.~~

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. ~~This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."~~
- B. ~~*Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, "Limitations of Liability."~~
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, 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.

- F. *Mutual Waiver*: To the fullest extent permitted by Laws and Regulations, 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 this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *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 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 Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that 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. §§5501 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.; or (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.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. 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 property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which 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.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *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.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part

thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

34. *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 a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.

- F. ~~Exhibit F, Construction Cost Limit. Not Used~~
- G. Exhibit G, Insurance.
- H. ~~Exhibit H, Dispute Resolution. Not Used~~
- I. ~~Exhibit I, Limitations of Liability. Not Used~~
- J. ~~Exhibit J, Special Provisions. Not Used~~
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

[NOTE TO USER: If an exhibit is not to be included in the specific agreement, indicate "not used " after that exhibit in the list above.]

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits 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 written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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

Owner:
City of Greenville, NC
By: _____
Print name: _____
Title: _____
Date Signed: _____

Engineer:
W. K. Dickson & Co., Inc.
By: Scott Whalen
Print name: Scott Whalen, P.E.
Title: Vice President
Date Signed: 10/30/2017

Engineer License or Firm's Certificate No. (if required):
F-0374
State of: North Carolina

Address for Owner's receipt of notices:

1500 Beatty Street/PO Box 7207
Greenville NC 27834
Designated Representative (Paragraph 8.03.A):
Lisa Kirby, P.E.
Title: Senior Engineer
Phone Number: 252-329-4683
E-Mail Address: lkirby@greenvillenc.gov

Address for Engineer's receipt of notices:

720 Corporate Center Drive
Raleigh NC 27607
Designated Representative (Paragraph 8.03.A):
Marc Horstman, P.E.
Title: Project Manager
Phone Number: 919-782-0495
E-Mail Address: mhorstman@wkdickson.com

This is **EXHIBIT A**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Engineer's Services

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

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

1.0 PROJECT ADMINISTRATION

The Engineer will administer the project in a manner so as to be responsive to the needs and schedule of the Owner and assure the quality of the product. The following project administration efforts will include but not be limited to the following items:

1.1 Project Formulation and Work Plan Manual

The Engineer shall develop Project Work Plan Manual, perform project planning and formulation and shall manage the process to ensure the quality control program throughout the life of the project.

1.2 Project Billing Administration

The Engineer shall oversee the project team relative to ensuring budget, schedule and conformance to the project scope on a day-to-day basis up to **thirty (30) months** from City Council approval of the construction contract. The Engineer shall also provide a minimum of three project contacts for the Owner so that at any time someone familiar with the project can be available to the Owner if questions, comments, concerns, or other project needs arise.

Also, the Engineer shall maintain a project cost accounting system throughout the life of the project and will maintain a project filing system throughout the life of the project to use for storage and retrieval of project documents.

This task also includes update the project schedule (formally) if during the life of the project a substantial deviation in the schedule occurs for any reason, where additional monthly management fees shall be renegotiated if the schedule is substantially extended. All other minor schedule updates will occur in the monthly project reporting.

All project final deliverables will be certified (signed, sealed and dated) by a professional engineer and/or surveyor registered in the state of North Carolina. Engineer will participate in project closeout and ensure it is completed on a timely basis.

Project Management is anticipated to occur on an ongoing basis throughout the entire project for up to **30 months** from Notice to Proceed.

1.3 Monthly Status Meetings

The Engineer shall meet with the Owner's Project Team as appropriate throughout the life of the project via conference call or be available to answer project related questions on a regular basis via phone calls

and email. It is assumed that the Engineer will attend **twenty-four (24)** monthly progress meetings in Greenville.

1.4 Monthly Status Reports

The Engineer shall prepare and submit via email a monthly progress report to update the project schedule, list milestones achieved, provide current status of each major task, support and document schedule changes, update product costs and justify any proposed changes to the schedule or budgets. Monthly progress reports are due at the end of each month and shall approximately coincide with monthly project invoicing.

2.0 CONSTRUCTION ADMINISTRATION

2.1 Pre-Construction Meetings

The Engineer shall conduct both the Utility Pre-Construction and Overall Pre-Construction Meeting with the Contractor's representatives, utility company's representatives, GUC staff, the City's staff, DWI staff, and the Engineer's sub-consultants as necessary. The Engineer shall provide assistance to the City as needed during these meetings in interpreting the plans and specifications, answering the Contractor's questions and attending a site walk with the Contractor. The Engineer will provide Meeting documentation for project records. Coordination with the DWI inspector to attend the pre-construction meeting and providing the DWI inspector with any pre-meeting materials, including DWI payment app requests, Davis-Bacon Act and AIS (American iron steel) forms, shop drawing and other DWI requirements.

2.2 Monthly Construction Progress Meetings

The Engineer shall conduct monthly scheduled construction progress meetings with the Contractor's representatives, the City's staff, and the Engineer's sub-consultants as necessary. Such meetings shall be maintained throughout the entire construction period and shall be for the primary purpose of assessing the progress of the work. The Engineer will provide Meeting documentation for project records. It is assumed that there will be no more than **thirty (30)** monthly construction progress meetings.

2.3 Construction Oversight Visits

The Engineer shall conduct periodic Construction Oversight visits to ensure the Contractor's work is conforming to the Construction Contract Documents and will provide assistance in interpreting the plans and specifications. These site visits will occur more regularly during specialty item installation, including the Stormwater BMPs, Cast-in-Place Structures, Active Shoring and deep pipe installation. It is assumed that at least **two (2)** visit per month will occur outside of the regularly scheduled Construction Progress Meetings.

2.4 Contractor Pay Application Review and Approval

The Engineer shall promptly review and approve or take other appropriate action upon the Contractor's submittals of their monthly payment application. During this review, the Engineer shall verify that each requested payment item conforms with the design concept expressed in the Construction Contract Documents. The Engineer's action shall be taken with such reasonable promptness as to cause no delay in the work or in the Project schedule. It is assumed that there will be no more than **twenty-seven (27)** payment applications to evaluate.

2.5 Shop Drawing Reviews

The Engineer shall promptly review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples for the purpose of: (1) compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations; and (2) determining whether or not the work, when completed, will be in conformance with the design concept expressed in the Construction Contract Documents. The Engineer's action shall be taken with such reasonable promptness as to cause no delay in the work or in the Project schedule. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Engineer shall receive contractor submittals for compliance with contract documents, review them, and properly distribute to contractor and City. It is assumed that there will be no more than **eighty (80)** contractor submittals to evaluate.

2.6 Respond to Contractor's Requests for Information

The Engineer shall promptly review and respond to the Contractor's Requests for Information (RFI) with such reasonable promptness as to cause no delay in the work or in the Project schedule. It is assumed that there will be no more than **One Hundred and Twenty (120)** RFIs will be evaluated.

2.7 Negotiate, Review and Prepare Change Orders

The Engineer shall promptly review and respond to the Contractor's Requests for Change Orders with such reasonable promptness as to cause no delay in the work or in the Project schedule. The Engineer will work with the Contractor and the City to make sure each Change Order reflects the value of the additional work proposed and that the proposed quantities fall within conformance to the Construction Contract Documents. It is assumed that there will be no more than **ten (10)** change orders that will be evaluated.

2.8 Issue Bulletin Drawings

The Engineer shall, as needed, promptly create and issue any Bulletin Construction Drawings with such reasonable promptness as to cause no delay in the work or in the Project schedule. Bulletin Construction Drawings will be issued to address any field changes or design clarifications that might arise during construction. It is assumed that there will be no more than **forty (40)** bulletin drawings will be issued.

2.8A Value Engineering Drawings & Meetings

The Engineer shall, as needed, attend value engineering meetings and promptly create and issue any Value Engineering Drawings at the request of the City. A value engineering coordination meeting with the contractor and project team occurred on 6-23-17 (value engineering sketches were produced as a result). Updates to the overall H&H SWMM model were incorporated to verify the proposed value engineering approach would still meet the project hydraulic objectives. A follow up value engineering meeting occurred on 8-8-17 and following this meeting actual value engineering plan changes occurred and were provided to the City and Contractor on 10-11-17. These plan/profile changes from dual pipes to RCBC options (and eliminating oversized junction boxes) are preliminary and for use by the contractor to provide a cost savings to the City prior to moving ahead. Assuming that the cost savings are worth it to change the design plans, the bulletin task 2.8 will be utilized to complete the plan changes for construction.

2.9 DWI Request for Reimbursement and Change Orders

The Engineer shall support the Owner with the administration of the Clean Water State Revolving Fund loan including the following tasks:

- Complete monthly or as needed reimbursement forms detailing the drawdown of the itemized loan for professional services and construction contract. It is assumed that a DWI reimbursement will occur for every Contractor Payment Application, which assumes there will be **twenty-seven (27)** reimbursements.
- Coordinate with the DWI representative to update the loan amount and reimbursement forms to incorporate any Construction Contract Change Orders. It is assumed that there will be no more than **ten (10)** change orders that will be evaluated.

2.10 Conduct Final Inspection

The Engineer is responsible for scheduling and conducting a pre-final site visit to establish initial punch list items. The Engineer shall conduct a final review of the Project with the City's Project Manager and appropriate Project Stakeholders to check conformance of the work with the requirements of the Construction Contract Documents. The City shall issue the formal letter of acceptance and set the date for the beginning of the warranty phase.

2.11 Record Drawings

The Engineer shall comply with the requirements in the "Issuance of Record Drawings" promulgated by the North Carolina Board of Examiners for Engineers and Surveyors. These requirements specify how to produce, collect, and maintain records regarding infrastructure improvement designs and changes made to such designs during the construction process.

a. Completion of Construction

The Engineer's Inspector shall finalize the annotated final drawings by ensuring that annotations describing field changes have been added and that the additions are complete and clear. The annotations should include any sketches, narratives, dimensions or other information that may be helpful in describing the changes.

b. Compilation and Certification

The Engineer will review the annotated plan set to the "designer of record" to determine if there were obvious errors or changes to the intent of the design and for the purposes of creating "Record Drawings" for the Project. The "designer of record" is the Engineer who sealed the final design drawings, approving them for construction. The Engineer shall use the annotated plan set to develop a set of "Record Drawings," generally within four (4) calendar weeks. The drawings may be edited by hand instead of editing the AutoCAD file.

If the Engineer did not personally observe or verify the changes, the Engineer shall indicate the source of the information for the changes and provide language disclaiming any personal field verification.

The Engineer shall sign and seal the "Record Drawings" in accordance with NC Board of Examiners for Engineers and Surveyors rules to ensure that the information is ready for release and has been reviewed by a professional engineer. The Engineer submits the signed and sealed "Record Drawings" to the City's Project Manager.

The Engineer shall submit one (1) set of reproducible "Record Drawings" and the annotated drawings they are based upon to the City's Project Manager for review.

2.12 Review and Approve DWI SRF Project Close Out Documents

The Engineer shall support coordinate with the Clean Water State Revolving Fund loan representative to include all items related specifically to the SRF project close out documentation. It is assumed this documentation includes Record Drawings, Test Reports, Inspector Logs, Approved Shop Drawings, Release of Liens, Consent of Surety, Final Change Order, Final Reimbursement Request, Certification of Completion and the Engineer's Certification.

2.13 One Year Warranty Inspection and Issue Warranty List

The Engineer shall conduct with appropriate City officials and Contractors' representatives, one Warranty-phase inspections for the Project, at eleven (11) months after the beginning of the guarantee period.

3.0 RESIDENT PROJECT REPRESENTATIVE MANAGEMENT

3.1 Resident Project Representative

Refer to Exhibit D for the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative.

3.2 Resident Project Representative Management

The Engineer will provide management of the full-time resident project representative to ensure that all duties, responsibilities and authority as outlined in Exhibit D is executed per this contract. This will include management of a full-time on-site residential construction inspector who will represent the Engineer and the City for the duration of this contract.

4.0 Unspecified Additional Services

Engineering services described in this Scope do not include certain categories of work, which are usually referred to as "Unspecified Additional Services." The Engineer will provide Unspecified Additional Services only upon receipt of written authorization from the City. To the extent possible, the Engineer will notify the City in advance if the need for Unspecified Additional Services is anticipated. Additional Unspecified Services include:

- Additional Hourly Services not listed above under "Scope of Services."
- Other professional services related to the Project, but not specifically described in this Scope of Services, which are identified and authorized in writing by the City.

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

Owner's Responsibilities

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

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: [] ***[List any other Owner responsibilities here.]***

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [REDACTED].

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants' charges, if any.
 2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
 3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
 4. The total compensation for services under Paragraph C2.01 is estimated to be **\$ 1,876,100.00** based on the following estimated distribution of compensation:

Phase	Task	Description	Hourly Fee
1.0		Project Management	\$ 149,700.00
	1.1	Project Formulation and Work Plan Manual	\$ 15,600.00
	1.2	Billing Administration	\$ 63,600.00
	1.3	Monthly Status Meetings	\$ 49,200.00
	1.4	Monthly Status Reports	\$ 21,300.00
2.0		Construction Administration	\$ 909,900.00
	2.1	Pre-Construction Meeting/Utility Pre-Con Meeting	\$ 24,200.00
	2.2	Monthly Construction Progress Meetings	\$ 141,500.00
	2.3	Construction Oversight Visits	\$ 110,700.00

	2.4	Contractor Pay Application Review and Approval	\$ 24,000.00
	2.5	Shop Drawing Review	\$ 87,300.00
	2.6	Respond to Contractor's Requests for Information	\$ 121,100.00
	2.7	Negotiate, review and prepare Change Orders	\$ 26,500.00
	2.8	Issue Bulletin Drawings	\$ 116,500.00
	2.9	DWI Request for Reimbursement and Change Orders	\$ 39,500.00
	2.10	Conduct Final Inspection	\$ 25,200.00
	2.11	Record Drawings	\$ 172,300.00
	2.12	Review and Approve SRF Project Close Out Documents	\$ 5,700.00
	2.13	One Year Warranty Inspection and Issue Warranty List	\$ 15,400.00
3.0		Resident Construction Observation	\$ 564,500.00
	3.1	Resident Construction Observation	\$ Fee in RPR-1
	3.2	Resident Construction Observation Management	\$ 564,500.00
4.0		*Unspecified Additional Services	\$ 180,000.00
5.0		Project Reimbursables	\$ 72,000.00
		Total	\$ 1,876,100.00

The overall Contract fee, including the above stated base compensation and RPR-1 Fee is \$2,368,300.00.

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total contract amount of \$2,368,300.00 unless approved in writing by Owner.
 6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges
 7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
 - ~~8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of []) to reflect equitable changes in the compensation payable to Engineer.~~
- A. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-2 is conditioned on a period of service not exceeding [30] months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

**COMPENSATION PACKET RPR-1:
Resident Project Representative – Standard Hourly Rates**

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

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative, if any, under Paragraph D1.01 of Exhibit D, the Standard Hourly Rate amount of \$95 per hour. The total amount for this service is **\$492,200.00**. The Standard Hourly Rate Schedule includes compensation for the Resident Project Representative's services. Appropriate amounts have been incorporated in the Standard Hourly Rate Schedule to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses) related to the Resident Project Representative's Services.
2. *Resident Project Representative Schedule:* Standard Hourly Rate Schedule amount set forth in Paragraph C2.04.A.1 above is based on full-time RPR services on an eight-hour workday Monday through Friday over a [30] month construction schedule. Modifications to the schedule shall entitle Engineer to an equitable adjustment of compensation for RPR services.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Mileage (auto)	\$ [0.555]/mile
Air Transportation	at cost
Meals and Lodging	at cost

This is **Appendix 2 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated []].

Standard Hourly Rate Schedule

Standard Hourly Rate Schedule is subject to review and adjustment per Exhibit C. The Standard Hourly Rates for this contract as of the date of the Agreement are:

PROJECT ADMINISTRATION (WKD)	\$68 / hour
RESIDENT CONSTRUCTION OBSERVER (RIVERS)	\$95 / hour
PROJECT ADMINISTRATION (KHA)	\$105 / hour
SENIOR DESIGNER (WKD)	\$122 / hour
SENIOR DESIGNER (KHA)	\$131 / hour
PROJECT ENGINEER (WKD)	\$137 / hour
ANALYST (KHA)	\$131 / hour
TECHNICAL MANAGER (WKD)	\$164 / hour
PROFESSIONAL ENGINEER (KHA)	\$168 / hour
CONSTRUCTION ADMINISTRATOR ENGINEER (RIVERS)	\$131 / hour
SENIOR PROJECT MANAGER (WKD)	\$189 / hour
SENIOR PROFESSIONAL ENGINEER II (KHA)	\$210 / hour
SENIOR PROJECT MANAGER (RIVERS)	\$173 / hour
SENIOR PROJECT MANAGER (KHA)	\$247 / hour

For any hourly amendments to this contract that are outside of the Overall Contract Fee, including the stated base compensation, the RP1-Fee and Unspecified Additional Services, a multiplier cap shall be placed on all hourly rates. Office and Field Personal hourly rates will be set at a 3.25 and 2.75 multiplier, respectively. A Standard Hourly Rate Schedule that will be mutually agreed upon by the Engineer and Owner will be prepared at the time of the requested contract amendment.

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

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

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

ARTICLE 1 - SERVICES OF ENGINEER

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. 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.
- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall 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, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings

Exhibit D - Resident Project Representative.

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

Item # 11

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(but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction 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.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *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. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, 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. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - e. Maintain records for use in preparing Project documentation.
 - f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
12. *Reports:*
- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
 - d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
15. *Completion:*
- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
 - b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).
- D. Resident Project Representative shall not:
1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including “or-equal” items).
 2. Exceed limitations of Engineer’s authority as set forth in this Agreement.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

[Notes to User

- 1. Exhibit A, Paragraph A1.05.A.25 of this Agreement indicates that in connection with recommending final payment of the Construction Contractor, the Engineer will also provide a notice to Owner and Contractor of the acceptability of the Work, subject to stated limitations. The form for that purpose, "Notice of Acceptability of Work," is attached on the following pages of this Exhibit E.*

- 2. The Notice of Acceptability of Work should be served in compliance with the requirements for service of notice under the Construction Contract. See Paragraph 18.01, Giving Notice, of EJCDC C-700 (2013), Standard General Conditions of the Construction Contract.]*



NOTICE OF ACCEPTABILITY OF WORK

PROJECT: **Town Creek
Culvert Drainage Improvement Task Order #3,
Construction Administration and Observation**

OWNER: **Town of Greenville, NC**

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER: **W. K. Dickson & Co., Inc.**

NOTICE DATE:

To: **Town of Greenville, NC
Owner**

And To: Trader Construction Company Contractor

**From: W. K. Dickson & Co., Inc.
Engineer**

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.

6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT F**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Construction Cost Limit

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

F5.02—Designing to Construction Cost Limit

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

~~damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.~~

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and ~~6.05.B~~ of the Agreement are as follows:

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

- 1) Bodily injury, each accident: \$[REDACTED]
- 2) Bodily injury by disease, each employee: \$[REDACTED]
- 3) Bodily injury/disease, aggregate: \$[REDACTED]

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) Per Occurrence: \$5,000,000
- 2) General Aggregate: \$5,000,000

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

\$1,000,000

f. Professional Liability --

- 1) Each Claim Made \$1,000,000
- 2) Annual Aggregate \$1,000,000

g. Other (specify): \$[REDACTED]

2. By Owner:

Exhibit G – Insurance.

- a. ~~Workers' Compensation:~~ Statutory
- b. ~~Employer's Liability~~
 - 1) ~~Bodily injury, Each Accident~~ \$[]
 - 2) ~~Bodily injury by Disease, Each Employee~~ \$[]
 - 3) ~~Bodily injury/Disease, Aggregate~~ \$[]
- c. ~~General Liability~~
 - 1) ~~General Aggregate:~~ \$[]
 - 2) ~~Each Occurrence (Bodily Injury and Property Damage):~~ \$[]
- d. ~~Excess Umbrella Liability~~
 - 1) ~~Per Occurrence:~~ \$[]
 - 2) ~~General Aggregate:~~ \$[]
- e. ~~Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):~~
\$[]
- f. ~~Other (specify):~~ \$[]

~~B. Additional Insureds:~~

- ~~1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:~~

- a. [redacted]
Engineer
- b. [redacted]
Engineer's Consultant
- c. [redacted]
Engineer's Consultant
- d. [redacted]
[other]

- 2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
- 3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

This is **EXHIBIT H**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

[NOTE TO USER: Select one of the two alternatives provided.]

H6.08 — Dispute Resolution

A. ~~Mediation:~~ Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by ~~*[here insert name of mediator, or mediation service]*~~. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

[or]

A. ~~Arbitration:~~ All Disputes between Owner and Engineer shall be settled by arbitration in accordance with the ~~*[insert the name of a specified arbitration service or organization here]*~~ rules effective at the Effective Date, subject to the conditions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance with this Paragraph H6.09.A will be specifically enforceable under prevailing law of any court having jurisdiction.

1. ~~Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the *[specified arbitration service or organization]*. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.~~

2. ~~All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$[] (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any Dispute if the amount in controversy in such Dispute is more than \$[] (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than \$[] (exclusive of interest and costs). Disputes that are not~~

~~subject to arbitration under this paragraph may be resolved in any court of competent jurisdiction.~~

- ~~3. The rules of any arbitration shall be supplemented to include the following: The award rendered by the arbitrators shall be in writing, and shall include (a) a precise breakdown of the award, and (b) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.~~
- ~~4. The award rendered by the arbitrators will be consistent with the Agreement of the parties and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.~~
- ~~5. If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner or Engineer (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Paragraph H6.09.A.5 nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.~~

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

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A.—Limitation of Engineer's Liability

~~{NOTE TO USER: Select one of the three alternatives listed below for 16.11. A.1}~~

- ~~1.—*Engineer's Liability Limited to Stated Amount, or Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Engineer's or its Consultants' services, or this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total amount of \$[REDACTED] or the total compensation received by Engineer under this Agreement, whichever is greater. Higher limits are available for an additional fee.~~

[or]

- ~~1.—*Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.~~

[or]

~~1.—*Engineer’s Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer’s officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer’s officers, directors, members, partners, agents, employees, or Consultants (hereafter “Owner’s Claims”), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer’s insurers in settlement or satisfaction of Owner’s Claims under the terms and conditions of Engineer’s insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner’s Claims, then the total liability, in the aggregate, of Engineer and Engineer’s officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner’s Claims shall not exceed \$[_____].~~

~~***[NOTE TO USER: If appropriate and desired, include 16.11.A.2 below as a supplement to Paragraph 6.11, which contains a mutual waiver of damages applicable to the benefit of both Owner and Engineer.]***~~

~~2.—*Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer’s officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, including but not limited to:~~

~~***[NOTE TO USER: List here particular types of damages that may be of special concern because of the nature of the project or specific circumstances, e.g., cost of replacement power, loss of use of equipment or of the facility, loss of profits or revenue, loss of financing, regulatory fines, etc.]***~~

~~***[NOTE TO USER: the above exclusion of consequential and other damages can be converted to a limitation on the amount of such damages, following the format of Paragraph 16.11.A.1 above, by providing that “Engineer’s total liability for such damages shall not exceed \$_____.”]***~~

~~**[NOTE TO USER: Many professional service agreements contain mutual indemnifications. If the parties elect to provide a mutual counterpart to the indemnification of Owner by Engineer in Paragraph 6.11.A, then supplement Paragraph 6.11.B by including the following indemnification of Engineer by Owner as Paragraph 16.11.B.]**~~

~~B. *Indemnification by Owner:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.~~

This is **EXHIBIT J**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Section J: Special Provisions- Removed from Contract

This is **EXHIBIT K**, consisting of 2 pages,
referred to in and part of the **Agreement
between Owner and Engineer for Professional
Services** dated [REDACTED].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

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

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____

By: _____
Print
name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____



City of Greenville, North Carolina

Meeting Date:
12/14/2017
Time: 6:00 PM

Title of Item: Contract Award for Environmental Services Associated with the Town Creek Culvert Drainage Project

Explanation: **Abstract:** Due to the age and location of the infrastructure, construction activities for the Town Creek Culvert will likely encounter contaminated soil and/or groundwater associated with, but not limited to, petroleum, solvents, and listed hazardous wastes from known and unknown sources. Construction activities may generate water that must be treated prior to disposal.

The City will replace the Town Creek Culvert stormwater collection system located in the uptown district. The new Town Creek Culvert, once completed, will provide a substantially higher level of service that will adequately convey storm water runoff from high-volume storms to the Tar River. The existing culvert is 90- yrs old and has experienced multiple structural failures which have led to localized flooding as well as road closures. The undersized capacity of the existing culvert led to flooding in the uptown area - most recently in August, 2017. The completed culvert will increase the level of service from a 1-yr storm volume to a 25-year storm volume. This will allow for the continued economic growth of the Uptown area which drains to the Town Creek Culvert.

The construction contract was awarded to Trader Construction on October 12, 2017. Public Works is requesting City Council approve the professional services contract for environmental services associated with the Town Creek Culvert Drainage Project to Catlin Engineers and Scientist in an amount not to exceed \$3,000,000.

Explanation: The Public Works Department issued a Request for Qualifications (RFQ) in August 2017 from qualified environmental engineering/consulting firms interested in providing professional services for coordination, planning, design, oversight and on-site management for the handling and disposal of contaminated water and soils associated with the construction of the Town Creek Culvert Drainage Project. In response to the RFQ, one firm/team submitted a proposal. The team is led by Catlin Engineers and Scientist out of Raleigh, NC. Catlin Engineers is a qualified firm that is successfully providing similar services for NCDOT on the 10th St. Connector Project.

Attached is the fee proposal and the recommended scope of service for the contract

Fiscal Note:

The City has been approved for a 0% interest loan up to \$16,000,000 for the construction of the Town Creek Culvert. Additional funds will be acquired through either a revenue bond or a low interest loan from the Clean Water State Revolving Fund.

Catlin has provided the City with an estimate of \$2,100,000 for environmental services associated with the Town Creek Culvert. Due to the uncertainty of contamination and the age of the infrastructure in the area, Public Works is requesting a not-to-exceed amount of \$3,000,000. These funds are available within the project budget.

Recommendation:

City Council approve and award a professional services contract to Catlin Engineers and Scientist in an amount not to exceed \$3,000,000 for coordination, planning, design, oversight and on-site management for the handling and disposal of contaminated water and soils associated with the construction of the Town Creek Culvert Drainage Project.

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

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE



ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



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ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____, 2017 (“Effective Date”) between

City of Greenville (“Owner”) and

Catlin Engineers and Scientists (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
replacement and rehabilitation of the Town Creek Culvert conveyance system

("Project").

Engineer's services under this Agreement are generally identified as follows:
environmental and waste management services for Town Creek Culvert Drainage Project

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to

Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* ~~If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.~~

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit*

- A. ~~If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.~~

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and regulations.
 - 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. provided to Engineer in writing. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint

Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.

- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

- B. ~~Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.~~
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. ~~Owner and~~ Engineer shall each deliver to ~~the other~~ certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

A. *Suspension:*

1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

- a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly

attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to ~~invoking the procedures of Exhibit H or other provisions of this Agreement,~~ or exercising their rights under law.
- B. ~~If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.~~

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. ~~It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern.~~ If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner", "operator," or "generator," of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. ~~This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."~~

- B. ~~*Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.~~
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. ~~*Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.~~
- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

- E. *Accrual of Claims*: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
 6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner’s costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
 7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual(s) (Engineer and/or Geologist) or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.

20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. ~~Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.~~ (not included)
- E. Exhibit E, Notice of Acceptability of Work.
- F. ~~Exhibit F, Construction Cost Limit.~~ (not included)
- G. Exhibit G, Insurance.
- H. ~~Exhibit H, Dispute Resolution.~~ (not included)
- I. ~~Exhibit I, Limitations of Liability.~~ (not included)
- J. ~~Exhibit J, Special Provisions.~~ (not included)
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

[NOTE TO USER: If an exhibit is not included, indicate "not included" after the listed exhibit item]

8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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

Owner: City of Greenville

Engineer: Catlin Engineers and Scientists

By: P.J. Connelly

By: Richard G. Catlin

Title: Mayor

Title: President

Date: _____

Date: _____

Signed: _____

Signed: _____

Engineer License or Firm's Certificate No. C-0585
State of: NC

Address for giving notices:

Address for giving notices:

Public Works Department

Catlin Engineers and Scientists

1500 Beatty Street / PO Box 7207

P.O. Box 10279

Greenville, NC 27834

Wilmington, NC 28404-0279

Designated Representative (Paragraph 8.03.A):

Designated Representative (Paragraph 8.03.A):

Kevin Mulligan, P.E.

Richard G. Catlin, P.E./P.G.

Title: Director of Public Works

Title: President

Phone Number: 252-329-4522

Phone Number: 910-452-5861

Facsimile Number: 252-329-3545

Facsimile Number: 910-452-7563

E-Mail Address: kmulligan@greenvillenc.gov

E-Mail Address: catlin@catlinusa.com

APPROVED AS TO FORM:

BY: _____
Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

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

Bernita W. Demery, Director of Financial Services

Account Number _____

Project Code (if applicable) _____

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

Engineer's Services

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

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

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

- ~~1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.~~
- ~~2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.~~
- ~~3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the 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 and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the 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. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.~~

- ~~6. Perform or provide the following additional Study and Report Phase tasks or deliverables: [here list any such tasks or deliverables]~~
- ~~7. Furnish ___ review copies of the Report and any other deliverables to Owner within ___ calendar days of the Effective Date and review it with Owner. Within ___ calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.~~
- ~~8. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish ___ copies of the revised Report and any other deliverables to the Owner within ___ calendar days of receipt of Owner's comments.~~

~~B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.~~

~~A1.02 Preliminary Design Phase~~

~~A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:~~

- ~~1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the 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, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.~~
- ~~5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables: [here list any such tasks or deliverables]~~

- ~~6. Furnish ___ review copies of the Preliminary Design Phase documents and any other deliverables to Owner within ___ calendar days of authorization to proceed with this phase, and review them with Owner. Within ___ calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.~~
- ~~7. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner ___ copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within ___ calendar days after receipt of Owner's comments.~~

~~B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.~~

~~A1.03 Final Design Phase~~

~~A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:~~

- ~~1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.~~
- ~~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 the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.~~
- ~~3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.~~
- ~~4. Perform or provide the following additional Final Design Phase tasks or deliverables: [here list any such tasks or deliverables]~~

- ~~5. Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within ___ days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.~~
 - ~~6. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit ___ final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within ___ calendar days after receipt of Owner's comments and instructions.~~
- ~~B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.~~
- ~~C. In the event that the Work designed or specified by Engineer 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), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.~~
- ~~D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is _____. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.~~

~~A1.04 Bidding or Negotiating Phase~~

- ~~A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:~~
- ~~1. Assist Owner in advertising for and obtaining bids or 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. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.~~
- ~~4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.~~
- ~~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 of paragraph A2.02.A.2 of this Exhibit A.~~
- ~~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. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: [here list any such tasks or deliverables]~~

~~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 this Agreement).~~

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
 1. *Scope of Work:*
 - a. Perform additional assessment activities including soil and groundwater sampling along proposed drainage in an attempt to minimize the need for a sealed system.
 - b. Sealed vs. unsealed proposed drainage analysis
 - c. Develop a plan for managing and disposing of possible listed hazardous wastes, petroleum and non-listed solvent contaminated water that may be generated by dewatering during excavations for construction below the water table.
 - d. Develop a plan for managing and disposing of contaminated soil generated during excavations performed during construction
 - e. Evaluate groundwater and soil containment, treatment, and/or disposal logistics
 - f. Coordinate with multiple NCDEQ sections and personnel for waste disposal alternatives

- g. Coordinate with NCDEQ and The City for Individual NPDES permitting
- h. Preliminary treatment system analysis, constructability, design, and costs
- i. Groundwater treatment system research, treatment options evaluation, system performance analyses, mobile application evaluations, system design drawings, bid request/evaluation/award, vendor research for additional requirements
- j. NPDES Permit Application Submittal
- k. Prepare hazardous and non-hazardous Contaminated Soil and Water Management Plan for Construction.
- l. Attend meetings as requested/necessary
- m. Health and Safety coordination with The City and construction contractor
- n. Greenville Utilities Commission (GUC) Special Use Permitting and Industrial Waste Water Application
- o. Mobile groundwater treatment system footprint evaluations
- p. Establish mobile groundwater treatment system where needed
- q. Attend monthly construction status and planning meetings
- r. Possible additional pre-excavation borings for soil and groundwater sampling in an attempt to minimize potentially solvent impacted waste stream
- s. Groundwater treatment system operations and reporting
- t. Groundwater treatment system relocation as necessary
- u. Contaminated soil and groundwater removal, characterization, and disposal oversight and coordination
- v. Weekly status updates
- w. Waste disposal documentation
- x. NPDES permit record keeping and reporting.
- y. Emergency response underground storage tank removal (including reporting) if necessary

2. *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 by the Contract Documents.

3. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's 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 in the Work from the requirements of the Contract Documents.
4. *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.
5. *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 by 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.
6. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
7. *Inspections and Tests:* Require such special inspections or tests of Contractor's 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.
- ~~8. *Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's 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.~~
- ~~9. *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,~~

~~Contractor's 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 Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).~~

- 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 Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's 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 Contractor's 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 Contractor's 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.~~

Contractor's Completion Documents: Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, 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 in Paragraph A1.05.A.11.

10. *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 Project 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.
11. *Additional Tasks:* Perform or provide the following additional Construction Phase tasks or deliverables: [*here list any such tasks or deliverables*].
12. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work 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 (the "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.

- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

~~A1.06—Post Construction Phase~~

~~A. Upon written authorization from Owner during the Post Construction Phase Engineer shall:~~

- ~~1. Together with Owner, visit the Project 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.~~
- ~~2. Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.~~
- ~~3. Perform or provide the following additional Post Construction Phase tasks or deliverables:
[Here list any such tasks or deliverables]~~

~~B. The Post Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.~~

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. 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 or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the 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 or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use.
7. Undertaking 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; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting 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.
8. Furnishing services of Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
11. Preparing for, coordinating with, participating in and responding 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 performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
17. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.
18. Preparation of operation and maintenance manuals.
19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
20. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
21. Assistance in connection with the adjusting of Project equipment and systems.
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
24. Overtime work requiring higher than regular rates.
25. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner in advance that Engineer is 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.

1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
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 the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; 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 (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.
8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

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

Owner's Responsibilities

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

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the

duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services: *[Here list any such additional services]*.

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

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants' charges, if any.
2. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
3. The total compensation for services under Paragraph C2.01 is estimated to be \$3,000,000 based on the following estimated distribution of compensation:

a. Study and Report Phase	\$ _____
b. Preliminary Design Phase	\$ _____
c. Final Design Phase	\$ _____
d. Bidding or Negotiating Phase	\$ _____
e. Construction Phase	\$ <u>3,000,000</u>
f. Post-Construction Phase	\$ _____

4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total

estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

5. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer's Consultants' charges.
6. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
7. The Standard Hourly Rates and Reimbursable Expenses Schedule may be adjusted annually (as of January 1, 2019) to reflect equitable changes in the compensation payable to Engineer.

C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.15.

C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.
- B. Factors. The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. Estimated Compensation Amounts:

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

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

C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of _____.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
 - 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or 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 Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
 - 3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

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

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.15.

4. The Reimbursable Expenses Schedule may be adjusted annually (as of January 1, 2019) to reflect equitable changes in the compensation payable to Engineer.

C. Other Provisions Concerning Payment For Additional Services:

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Reimbursable Expenses Schedule

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:

Fax	\$ <u>n/a</u> /page
8"x11" Copies/Impressions	<u>n/a</u> /page
Blue Print Copies	<u>n/a</u> /sq. ft.
Reproducible Copies (Mylar)	<u>n/a</u> /sq. ft.
Reproducible Copies (Paper)	<u>n/a</u> /sq. ft.
Mileage (auto)	<u>1.00</u> /mile
Field Truck Daily Charge	<u>0</u> /day
Mileage (Field Truck)	<u>1.50</u> /mile
Field Survey Equipment	<u>100.00</u> /day
Confined Space Equipment	<u>n/a</u> /day plus expenses
Resident Project Representative Equipment	<u>n/a</u> /month
Specialized Software	<u>n/a</u> /hour
CAD Charge	<u>0</u> /hour
CAE Terminal Charge	<u>n/a</u> /hour
Video Equipment Charge	<u>n/a</u> /day, \$ <u> </u> /week, or \$ <u> </u> /month
Electrical Meters Charge	<u>n/a</u> /week, or \$ <u> </u> /month
Flow Meter Charge	<u>n/a</u> /week, or \$ <u> </u> /month
Rain Gauge	<u>n/a</u> /week, or \$ <u> </u> /month
Sampler Charge	<u>n/a</u> /week, or \$ <u> </u> /month
Dissolved Oxygen Tester Charge	<u>n/a</u> /week
Fluorometer	<u>n/a</u> /week
Laboratory Pilot Testing Charge	<u>n/a</u> /week, or \$ <u> </u> /month
Soil Gas Kit	<u>n/a</u> /day
Submersible Pump	<u>n/a</u> /day
Water Level Meter	<u>10</u> /day, or \$ <u> </u> /month
Soil Sampling	<u>n/a</u> /sample
Groundwater Sampling	<u>n/a</u> /sample
Health and Safety Level D	<u>10</u> /day
Health and Safety Level C	<u>20</u> /day
pH Temperature Meter/Pen	\$10/day
Turbidity Meter	\$35/day
Mobile Phone	<u>0</u> /day
Meals and Lodging	at cost \$150.00/day

[Note to User: Customize this Schedule to reflect anticipated reimbursable expenses on this specific Project]

This is **Appendix 2 to EXHIBIT C**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and 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.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Engineer V	\$175/hour
Engineer IV	\$145/hour
Engineer III	\$125/hour
Engineer II	\$100/hour
Engineer I	\$80/hour
Geologist V	\$170/hour
Geologist IV	\$140/hour
Geologist III	\$120/hour
Geologist II	\$95/hour
Geologist I	\$75/hour
Scientist/Technician V	\$115/hour
Scientist/Technician IV	\$95/hour
Scientist/Technician III	\$80/hour
Scientist/Technician II	\$65/hour
Scientist/Technician I	\$50/hour

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

NOTICE OF ACCEPTABILITY OF WORK

PROJECT: Town Creek Culvert Environmental Services

OWNER: City of Greenville

CONTRACTOR: Trader Construction Company

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER: Catlin Engineers and Scientists

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the terms and conditions set forth in this Notice.

By: _____

Title: _____

Dated: _____

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work (“Notice”) is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s work) under Engineer’s Agreement with Owner and under the Construction Contract referred to in this Notice, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract referred to in this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

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

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Each Accident: \$ 1,000,000
 - 2) Disease, Policy Limit: \$ _____
 - 3) Disease, Each Employee: \$ _____
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$ _____
 - 2) General Aggregate: \$ _____
- d. Excess or Umbrella Liability --
 - 1) Each Occurrence: \$ 1,000,000
 - 2) General Aggregate: \$ 2,000,000
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
Each Accident \$ 1,000,000
- f. Professional Liability --
 - 1) Each Claim Made \$ 1,000,000
 - 2) Annual Aggregate \$ 1,000,000
- g. Other (specify): \$ _____

~~2. By Owner:~~

- ~~a. Workers' Compensation: _____ Statutory~~
- ~~b. Employer's Liability —~~
 - ~~1) Each Accident _____ \$ _____~~
 - ~~2) Disease, Policy Limit _____ \$ _____~~
 - ~~3) Disease, Each Employee _____ \$ _____~~
- ~~c. General Liability —~~
 - ~~1) General Aggregate: _____ \$ _____~~
 - ~~2) Each Occurrence (Bodily Injury and Property Damage): _____ \$ _____~~
- ~~d. Excess Umbrella Liability _____`~~
 - ~~1) Each Occurrence: _____ \$ _____~~
 - ~~2) General Aggregate: _____ \$ _____~~
- ~~e. Automobile Liability Combined Single Limit (Bodily Injury and Property Damage):~~
 - ~~Each Accident: _____ \$ _____~~
- ~~f. Other (specify): _____ \$ _____~~

~~B. Additional Insureds:~~

- ~~1. The following persons or entities are to be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B:~~

a. _____
Engineer

b. _____
Engineer's Consultant

c. _____
Engineer's Consultant

~~2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.~~

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

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

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. _____

1. *Background Data:*

Effective Date of Owner-Engineer Agreement: _____

Owner: City of Greenville

Engineer: Catlin Engineers and Scientists

Project: Town Creek Culvert Environmental Services

2. *Description of Modifications:*

~~[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]~~

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

[List other Attachments, if any]

- 5. Agreement Summary (Reference only)
 - a. Original Agreement amount: \$ _____
 - b. Net change for prior amendments: \$ _____
 - c. This amendment amount: \$ _____
 - d. Adjusted Agreement amount: \$ _____

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

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____



City of Greenville, North Carolina

Meeting Date:
12/14/2017
Time: 6:00 PM

Title of Item: Contract Award for Geotechnical Engineering/CMT services associated with the Town Creek Culvert Drainage Project

Explanation: **Abstract:** The City will replace the Town Creek Culvert storm water collection system located in the uptown district. The new Town Creek Culvert, once completed, will provide a substantially higher level of service that will adequately convey storm water runoff from high-volume storms to the Tar River. The existing culvert is 90-yrs old and has experienced multiple structural failures which have led to localized flooding as well as road closures. The undersized capacity of the existing culvert led to flooding in the uptown area - most recently in August, 2017. The completed culvert will increase the level of service from a 1-yr storm volume to a 25-year storm volume. This will allow for the continued economic growth of the Uptown area which drains to the Town Creek Culvert.

The construction contract was awarded to Trader Construction on October 12, 2017. Public Works is requesting City Council approve the professional services contract for geotechnical engineering/CMT services associated with the Town Creek Culvert Drainage Project to ECS Southeast, LLP in an amount of \$232,061.24. The testing of materials is to insure compliance with the project requirements and specifications.

Explanation: The Public Works Department issued a Request for Qualifications (RFQ) in August 2017 from qualified geotechnical engineering/CMT firms interested in providing professional services to perform sampling, inspecting, and testing on materials being used for the construction of the Town Creek Culvert Drainage Project. In response to the RFQ, three (3) firms submitted proposals. ECS Southeast, LLP out of Winterville, NC, was selected as the most qualified firm.

Construction Materials Testing (CMT) services are performed to help provide the project's contractors, designers, owners and local code officials an indication of the level of compliance obtained by the installing contractors with the project specifications. Test locations for most materials, i.e. soils, concrete and asphalt, are generally based upon random selection; as such not all materials incorporated into a construction project are tested or observed. The greater the testing frequency, the greater the confidence level that the test results are representative of other untested areas.

This contract will provide sampling, inspection, and testing for materials including, but not limited to, the following:

- Aggregate
- Asphalt
- Concrete (Compressive Strength)
- Soils
- Density/Compaction

Attached are the fee proposal as well as the recommended scope of services for the contract. Based upon the scope of services discussed, the contract price for the services to be provided is \$232,061.24.

Fiscal Note:

The City has been approved for a 0% interest loan up to \$16,000,000 for the construction of the Town Creek Culvert. Additional funds will be acquired through either a revenue bond or a low interest loan from the Clean Water State Revolving Fund. These funds are available within the project budget.



ECS has provided the City with an estimate of \$232,061.24 for Geotechnical Engineering/CMT Services associated with the Town Creek Culvert project. Due to the depth of excavation and the potential for field conditions to increase the scope of this project, staff is requesting a not to exceed amount of \$300,000. The unit prices listed in Appendix C of the contract serve as the basis of payment to the Geotechnical Contractor.

Recommendation:

City Council approve and award a professional services contract to ECS Southeast, LLP in an amount not to exceed \$300,000 for sampling, inspection, and testing on materials being used for the construction of Town Creek Culvert Drainage Project.

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

Attachments / click to download

-  [Contract](#)
 -  [ECS Fee Proposal for TCC Project](#)
-

October 27, 2017

ECS SOUTHEAST, LLP

571 C West Fire Tower Road
Winterville, North Carolina 28590

Phone: (252) 558-1800

Fax: (252) 551-1005

Project Name:

**Town Creek Culvert
Storm Drain Improvements
Greenville, North Carolina**

Proposal Number:

22:22023

Date:

October 27, 2017**CONSTRUCTION MATERIALS TESTING SERVICES**

Assumptions:

Field Services:	Quantity		Unit Rate	Cost
Engineering Technician:				
Soil Subgrade Proofrolling	50 visits	@ 4 hours / visit	\$42.00 / hour	\$ 8,400.00
Bearing Capacity/DCP Testing	25 visits	@ 6 hours / visit	\$42.00 / hour	\$ 6,300.00
Trench Compaction Testing	390 visits	@ 6 hours / visit	\$42.00 / hour	\$ 98,280.00
ABC Compaction Testing/Proofrolling	30 visits	@ 6 hours / visit	\$42.00 / hour	\$ 7,560.00
Misc. Concrete	15 visits	@ 8 hours / visit	\$42.00 / hour	\$ 5,040.00
Asphalt Testing/Cores	12 visits	@ 12 hours / visit	\$55.00 / hour	\$ 7,920.00
Mileage	522 visits	@ 12 miles / visit	\$0.535 / mile	\$ 3,351.24

Field Services Subtotal:				\$ 136,851.24
---------------------------------	--	--	--	----------------------

Laboratory Testing:	Quantity		Unit Rate	Cost
Standard Proctor	8 samples		\$125.00 / sample	\$ 1,000.00
Modified Proctor	5 samples		\$145.00 / sample	\$ 725.00
Grain Size Analysis	8 samples		\$60.00 / sample	\$ 480.00
Atterberg Limits	8 samples		\$70.00 / sample	\$ 560.00
Comp. Strength of Concrete Cylinders	15 sets of 5 cyl		\$15.00 / cylinder	\$ 1,125.00
Asphalt Cores Specific Gravity	36 cores		\$30.00 / core	\$ 1,080.00
Laboratory Testing Subtotal:				\$ 4,970.00

Equipment Rental:	Quantity		Unit Rate	Cost
Density Test Equipment	420 days		\$50.00 / day	\$ 21,000.00
Core Machine	12 days		\$200.00 / day	\$ 2,400.00
Equipment Rental Subtotal:				\$ 23,400.00

Engineering/Project Management:	Quantity		Unit Rate	Cost
Principal Engineer (P.E. Licensed)	120 hours		\$135.00 / hour	\$ 16,200.00
Project Manager	480 hours		\$95.00 / hour	\$ 45,600.00
Secretary	120 hours		\$42.00 / hour	\$ 5,040.00
Engineering/Project Management Subtotal:				\$ 66,840.00

NOT-TO-EXCEED COST FOR CONSTRUCTION MATERIALS TESTING SERVICES:				\$ 232,061.24
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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Laws and Regulations.

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____, 2017 (“Effective Date”) between

City of Greenville (“Owner”) and

ECS Southeast, LLP (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
replacement and rehabilitation of the Town Creek Culvert conveyance system

("Project").

Engineer's services under this Agreement are generally identified as follows:
construction materials testing services for Town Creek Culvert Drainage Project

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to

Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* ~~If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.~~

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit*

- A. ~~If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.~~

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer’s services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer’s services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and regulations.
 - 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. provided to Engineer in writing. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner’s responsibilities or to Engineer’s scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the “Standard General Conditions of the Construction Contract” as prepared by the Engineers Joint

Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.

- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

- B. ~~Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.~~
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. ~~Owner and~~ Engineer shall each deliver to ~~the other~~ certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

A. *Suspension:*

1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

- a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly

attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to ~~invoking the procedures of Exhibit H or other provisions of this Agreement,~~ or exercising their rights under law.
- B. ~~If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.~~

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. ~~It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern.~~ If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" ~~"arranger,"~~ "operator," or "generator," ~~or "transporter"~~ of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. ~~This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."~~

- B. ~~*Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.~~
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. ~~*Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.~~
- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

- E. *Accrual of Claims*: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
 6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner’s costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
 7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. ~~Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.~~ (not included)
- E. Exhibit E, Notice of Acceptability of Work.
- F. ~~Exhibit F, Construction Cost Limit.~~ (not included)
- G. Exhibit G, Insurance.
- H. ~~Exhibit H, Dispute Resolution.~~ (not included)
- I. ~~Exhibit I, Limitations of Liability.~~ (not included)
- J. ~~Exhibit J, Special Provisions.~~ (not included)
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

[NOTE TO USER: If an exhibit is not included, indicate "not included" after the listed exhibit item]

8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This

Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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

Owner:
City of Greenville

Engineer:
ECS Southeast, LLP

By: Kandie Smith

By: Kris J. Stamm

Title: Mayor

Title: Vice President

Date:

Date:

Signed:

Signed:

Engineer License or Firm's
Certificate No. F-1078
State of: NC

Address for giving notices:

Address for giving notices:

Public Works Department

ECS Southeast, LLP

1500 Beatty Street / PO Box 7207

571-C West Fire Tower Rd

Greenville, NC 27834

Winterville, NC 28590

Designated Representative (Paragraph 8.03.A):

Designated Representative (Paragraph 8.03.A):

Kevin Mulligan, P.E.

Kris J. Stamm

Title: Director of Public Works

Title: Vice President

Phone Number: 252-329-4522

Phone Number: 910-686-9114

Facsimile Number: 252-329-3545

Facsimile Number: 910-686-9666

E-Mail Address: kmulligan@
greenvillenc.gov

E-Mail Address: kstamm@ecslimited.com

APPROVED AS TO FORM:

BY: _____
Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

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

Bernita W. Demery, Director of Financial Services

Account Number _____

Project Code (if applicable) _____

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

Engineer's Services

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

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

PART 1 – BASIC SERVICES

~~A1.01 Study and Report Phase~~

~~A. Engineer shall:~~

- ~~1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.~~
- ~~2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.~~
- ~~3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the 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 and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the 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. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.~~
- ~~6. Perform or provide the following additional Study and Report Phase tasks or deliverables: *[here list any such tasks or deliverables]*~~
- ~~7. Furnish _____ review copies of the Report and any other deliverables to Owner within _____ calendar days of the Effective Date and review it with Owner. Within _____ calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.~~

~~8. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish ___ copies of the revised Report and any other deliverables to the Owner within ___ calendar days of receipt of Owner's comments.~~

~~B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.~~

~~A1.02 Preliminary Design Phase~~

~~A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:~~

~~1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the 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, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.~~

~~5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:
[here list any such tasks or deliverables]~~

~~6. Furnish ___ review copies of the Preliminary Design Phase documents and any other deliverables to Owner within ___ calendar days of authorization to proceed with this phase, and review them with Owner. Within ___ calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.~~

~~7. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner ___ copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within ___ calendar days after receipt of Owner's comments.~~

~~B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.~~

~~A1.03—Final Design Phase~~

- ~~A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:~~
- ~~1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.~~
 - ~~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 the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.~~
 - ~~3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.~~
 - ~~4. Perform or provide the following additional Final Design Phase tasks or deliverables: [here list any such tasks or deliverables]~~
 - ~~5. Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within ___ days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.~~
 - ~~6. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit ___ final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within ___ calendar days after receipt of Owner's comments and instructions.~~
- ~~B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.~~
- ~~C. In the event that the Work designed or specified by Engineer 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), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.~~

~~D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is _____. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.~~

~~A1.04 Bidding or Negotiating Phase~~

~~A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:~~

- ~~1. Assist Owner in advertising for and obtaining bids or 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. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.~~
- ~~4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.~~
- ~~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 of paragraph A2.02.A.2 of this Exhibit A.~~
- ~~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. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: [here list any such tasks or deliverables]~~

~~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 this Agreement).~~

A1.05 Construction Phase

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

Earthwork/Soils

- Observe the contractor proofroll the site to observe that unstable soils have been identified and removed, or repaired in-place, prior to fill placement.

- Conduct laboratory tests on proposed engineered fill soils (ASTM D-422, ASTM D-1140, ASTM D-698 and ASTM D-1557).
- Observe fill placement activities for conformance with the project specifications.
- Perform in-place density testing of fill materials to verify the percent compaction/in-place dry density is in compliance with the project specifications.
- Perform periodic testing by Dynamic Cone Penetrometer of soils at foundation bearing level to verify that the soils encountered are satisfactory for the design bearing pressure.

Concrete

- *As applicable, observe reinforcing steel prior to concrete placement to confirm bar size, lap splices, clearances, support methods, and cleanliness.*
- *Document general curing procedures.*
- *If extreme weather conditions are apparent, document that hot or cold weather procedures are followed*
- *Sample and test plastic concrete to include slump tests, air content, unit weight of lightweight concrete, and temperature.*
- *Cast and cure 4 by 8 inch concrete cylinder test specimens for compressive strength testing per specifications.*
- *Deliver test specimens to the ECS laboratory within 24 hours after casting.*
- *Laboratory curing, compressive strength testing and report of concrete cylinder test specimens.*

Aggregate Base Course

- Observe proofrolling of soil subgrades prior to ABC stone placement.
- Observe proofrolling of ABC stone elevations prior to paving.
- Conduct laboratory tests on the Aggregate Base Course stone for optimum moisture content and maximum dry density utilizing the modified Proctor method (ASTM D-1557).
- Conduct in-place thickness measurements and in-place density tests on aggregate base course to verify compaction.

Asphalt Quality Control

- Review Job Mix Formula data for proposed bituminous pavement materials.

- Monitor temperature and density of asphalt pavements during installation and provide information as to the performance of these materials during installation for the purpose of quality control.
- Extract and analyze asphalt cores after placement to verify asphalt thickness and bulk specific gravity, if required

Construction Materials Testing Services

Construction Materials Testing (CMT) services are performed to help provide the project's contractors, designers, owners and local code officials an indication of the level of compliance obtained by the installing contractors with the project specification. These services are provided at periodic intervals which typically are defined by the project specifications and on some occasions by the applicable building code. Test locations for most materials, i.e. soils, concrete and fireproofing, are generally based upon random selection; as such not all materials incorporated into a construction project are tested or observed.

The greater the testing frequency, the greater the confidence level that the test results are representative of other untested areas, however, no amount of testing can assure 100% compliance. Testing and observation services provided by ECS do not relieve the installing contractors from their obligation to install all materials in accordance with the applicable project plans and specifications. ECS makes reasonable effort to test in accordance with the applicable project requirements and to identify areas of materials that may not comply with the project specifications. However, due to the periodic and random nature of our testing, we cannot guarantee that all materials have been installed in accordance with the specifications.

The responsibility to correct or remediate non-complying conditions, even non-complying conditions discovered after testing or during subsequent phases of construction remains solely with the installing contractors.

Communications

To expedite the timely distribution of our daily reports, our field personnel utilize wireless technology to collect, process, and return data to our office. Our use of this technology typically facilitates electronic distribution of our reports within approximately 24 hours. This enhanced reporting technology allows us to simultaneously communicate our testing data with all project team members.

We anticipate our services will be needed on a full-time basis during all earthwork operations and typically on an on-call basis for other activities. The appropriate contractor or owner representative should contact our scheduling coordinator to provide the appropriate level of staffing to meet the project requirements; the direct phone number is 910-726-3025. All scheduling requests must be made prior to 2 pm the day before the testing is needed so that the proper personnel may be scheduled for the required inspection task. Each scheduling request will be assigned a work order number so that the scheduled testing and inspection is documented. We also ask that we be provided with one full or half set of up-to-date project drawings and specifications prior to starting work on this project.

ECS will transmit reports by e-mail (and up to three hard copies via U.S. Mail, if requested). Please list those to whom the reports should be sent and provide their e-mail addresses or mailing addresses, as appropriate, on the attached Proposal Acceptance Form. 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 by the Contract Documents.

Clarifications and Interpretations; Field Orders: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's 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 in the Work from the requirements of the Contract Documents.

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.

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 by 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.

Substitutes and "or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

Inspections and Tests: Require such special inspections or tests of Contractor's 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.

Disagreements between Owner and Contractor: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's 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.

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, Contractor's 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 Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
- 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 Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's 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 Contractor's 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 Contractor's 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.

Contractor's Completion Documents: Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, 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 in Paragraph A1.05.A.11.

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 Project 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.

Additional Tasks: Perform or provide the following additional Construction Phase tasks or deliverables: [*here list any such tasks or deliverables*].

Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the completed Work 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 (the "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.

- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

~~A1.06—Post Construction Phase~~

- ~~A. Upon written authorization from Owner during the Post Construction Phase Engineer shall:~~
 - ~~1. Together with Owner, visit the Project 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.~~

~~2. Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.~~

~~3. Perform or provide the following additional Post Construction Phase tasks or deliverables:
{Here list any such tasks or deliverables}~~

~~B. The Post Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.~~

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. 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 or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the 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 or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use.
7. Undertaking 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; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting 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.
8. Furnishing services of Consultants for other than Basic Services.
 9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
 11. Preparing for, coordinating with, participating in and responding 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 performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
 12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
 13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
 14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
 15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
 16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
 17. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.
 18. Preparation of operation and maintenance manuals.
 19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
 20. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
 21. Assistance in connection with the adjusting of Project equipment and systems.

22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
24. Overtime work requiring higher than regular rates.
25. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner in advance that Engineer is 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.
 1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
 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 the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; 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 (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
 6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
 7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.

8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

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

Owner's Responsibilities

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

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the

- scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
 - F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
 - G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
 - H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
 - I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - J. Place and pay for advertisement for Bids in appropriate publications.
 - K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
 - L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
 - M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services: *[Here list any such additional services]*.

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

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants' charges, if any.

2. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.

3. The total compensation for services under Paragraph C2.01 is estimated to be \$300,000 based on the following estimated distribution of compensation:

- a. Study and Report Phase \$ _____
- b. Preliminary Design Phase \$ _____
- c. Final Design Phase \$ _____
- d. Bidding or Negotiating Phase \$ _____
- e. Construction Phase \$ 300,000 _____
- f. Post-Construction Phase \$ _____

4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

5. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer's Consultants' charges.
6. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
7. The Standard Hourly Rates and Reimbursable Expenses Schedule ~~will~~ **may** be adjusted annually (as of **January 1, 2019**) to reflect equitable changes in the compensation payable to Engineer.

C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of **1.15**.

C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.15**.
- B. Factors. The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. *Estimated Compensation Amounts:*

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

C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of _____.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
 - 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or 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 Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
 - 3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

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

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.15.
4. The Reimbursable Expenses Schedule maybe adjusted annually (as of January 1, 2019) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment For Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of _____.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Reimbursable Expenses Schedule

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:

Fax	\$ <u>n/a</u> /page
8"x11" Copies/Impressions	<u>n/a</u> /page
Blue Print Copies	<u>n/a</u> /sq. ft.
Reproducible Copies (Mylar)	<u>n/a</u> /sq. ft.
Reproducible Copies (Paper)	<u>n/a</u> /sq. ft.
Mileage (auto)	0.535 _____/mile
Field Truck Daily Charge	<u>0</u> /day
Mileage (Field Truck)	<u>0.535</u> /mile
Field Survey Equipment	<u>n/a</u> /day
Confined Space Equipment	<u>n/a</u> /day plus expenses
Resident Project Representative Equipment	<u>n/a</u> /month
Specialized Software	<u>n/a</u> /hour
CAD Charge	<u>0</u> /hour
CAE Terminal Charge	<u>n/a</u> /hour
Video Equipment Charge	<u>n/a</u> /day, \$ _____/week, or \$ _____/month
Electrical Meters Charge	<u>n/a</u> /week, or \$ _____/month
Flow Meter Charge	<u>n/a</u> /week, or \$ _____/month
Rain Gauge	<u>n/a</u> /week, or \$ _____/month
Sampler Charge	<u>n/a</u> /week, or \$ _____/month
Dissolved Oxygen Tester Charge	<u>n/a</u> /week
Fluorometer	<u>n/a</u> /week
Laboratory Pilot Testing Charge	<u>n/a</u> /week, or \$ _____/month
Soil Gas Kit	<u>n/a</u> /day
Submersible Pump	<u>n/a</u> /day
Water Level Meter	<u>10</u> /day, or \$ _____/month
Soil Sampling	<u>n/a</u> /sample
Groundwater Sampling	<u>n/a</u> /sample
Health and Safety Level D	<u>10</u> /day
Health and Safety Level C	<u>20</u> /day
pH Temperature Meter/Pen	\$10/day
Turbidity Meter	\$35/day
Mobile Phone	<u>0</u> /day
Meals and Lodging	\$150.00/day

[Note to User: Customize this Schedule to reflect anticipated reimbursable expenses on this specific Project]

This is **Appendix 2 to EXHIBIT C**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and 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.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Construction Materials Testing

Soil or Materials Field Technician (Concrete, Soils, Masonry)	\$ 42.00/hour
Pile Foundation Technician	\$ 45.00/hour
QMS Certified NCDOT Technician	\$ 55.00/hour
Chief Technician	\$ 55.00/hour
Masonry or Concrete Special Inspector (ICC Certified)	\$ 65.00/hour
Fireproofing Technician	\$ 75.00/hour
CWI/NDE Technician Level 2	\$ 75.00/hour
Secretary	\$ 42.00/hour
Project Manager	\$ 95.00/hour
Principal Engineer/Special Inspector	\$ 135.00/hour
Transportation via company vehicle	\$ 0.535/mile

Note: Charges for engineering and technical personnel will be made for time spent in the field, in engineering analysis, in preparation and review of reports, and in travel to and from our office.

Overtime = Standard Rate x 1.5 for services performed exceeding 8 hours per day, outside our normal business hours of 7:00 am to 5:00 pm, holidays, Saturday, and Sunday.

Equipment and Laboratory

Standard Proctor (ASTM D-698)	\$ 125.00 each
Modified Proctor (ASTM D-1557)	\$ 145.00 each
Asphalt Density Determination	\$ 30.00/core
Atterberg Limits (LL & PL) Determination (ASTM D-4318)	\$ 70.00/test

Grain Size Analysis Test (ASTM D-422)	\$ 60.00/test
Moisture Content (ASTM D-2216)	\$ 10.00/test
Organic Content	\$ 40.00/test
Soil pH (ASTM D-4972)	\$ 25.00/test
Testing of Cylinders, Core Specimens:	
Compressive strength of grout prisms	\$ 15.00 each
Compressive strength of masonry prisms	\$ 75.00 each
Compressive strength of grout cubes	\$ 12.00 each
Compressive strength of concrete cylinders	\$ 15.00 each
Compressive strength of concrete cores, (ASTM C-42)	\$ 50.00 each
Density Test Equipment (Nuclear Gauge/Sand Cone/Drive Tube)	\$ 50.00/day
Fireproofing Test Equipment	\$ 60.00/day
Floor Flatness Equipment	\$ 150.00/day
Ultrasonic Weld Testing Equipment	\$ 200.00/day
Core machine	\$ 200.00/day
Rental Equipment & Non-standard Supplies	Cost x 1.15

Note: The above charges will be made for tests and equipment operated by ECS SOUTHEAST, LLP personnel in addition to personnel charges already listed.

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

NOTICE OF ACCEPTABILITY OF WORK

PROJECT: Town Creek Culvert Geotechnical/CMT Services

OWNER: City of Greenville

CONTRACTOR: Trader Construction Company

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER: ECS Southeast, LLP

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the terms and conditions set forth in this Notice.

By: _____

Title: _____

Dated: _____

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work (“Notice”) is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s work) under Engineer’s Agreement with Owner and under the Construction Contract referred to in this Notice, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract referred to in this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

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

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Each Accident: \$ 1,000,000
 - 2) Disease, Policy Limit: \$ _____
 - 3) Disease, Each Employee: \$ _____
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$ _____
 - 2) General Aggregate: \$ _____
- d. Excess or Umbrella Liability --
 - 1) Each Occurrence: \$ 1,000,000
 - 2) General Aggregate: \$ 2,000,000
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
Each Accident \$ 1,000,000
- f. Professional Liability --
 - 1) Each Claim Made \$ 1,000,000
 - 2) Annual Aggregate \$ 1,000,000
- g. Other (specify): \$ _____

~~2. By Owner:~~

~~a. Workers' Compensation: _____ Statutory~~

~~b. Employer's Liability —~~

- ~~1) Each Accident _____ \$ _____~~
- ~~2) Disease, Policy Limit _____ \$ _____~~
- ~~3) Disease, Each Employee _____ \$ _____~~

~~c. General Liability —~~

- ~~1) General Aggregate: _____ \$ _____~~
- ~~2) Each Occurrence (Bodily Injury and Property Damage): _____ \$ _____~~

~~d. Excess Umbrella Liability _____`~~

- ~~1) Each Occurrence: _____ \$ _____~~
- ~~2) General Aggregate: _____ \$ _____~~

~~e. Automobile Liability Combined Single Limit (Bodily Injury and Property Damage):~~

~~Each Accident: _____ \$ _____~~

~~f. Other (specify): _____ \$ _____~~

~~B. Additional Insureds:~~

- ~~1. The following persons or entities are to be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B:~~

a. _____
Engineer

b. _____
Engineer's Consultant

c. _____
Engineer's Consultant

~~2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.~~

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

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

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. _____

1. *Background Data:*

Effective Date of Owner-Engineer Agreement: _____

Owner: City of Greenville

Engineer: ECS Southeast, LLP

Project: Town Creek Culvert Geotechnical/CMT Services

2. *Description of Modifications:*

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

[List other Attachments, if any]

- 5. Agreement Summary (Reference only)
 - a. Original Agreement amount: \$ _____
 - b. Net change for prior amendments: \$ _____
 - c. This amendment amount: \$ _____
 - d. Adjusted Agreement amount: \$ _____

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

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

institution is not to exceed \$15,000,000.

Recommendation: Approve the attached resolution making certain findings.

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

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 [Preliminary Resolution - Greenville 2018 Revenue \(Stormwater\) 1064352](#)

RESOLUTION NO. ___-017

RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS, AUTHORIZING THE FILING OF AN APPLICATION WITH THE LOCAL GOVERNMENT COMMISSION AND REQUESTING THE LOCAL GOVERNMENT COMMISSION TO SELL BONDS AT A PRIVATE SALE IN CONNECTION WITH THE ISSUANCE OF STORMWATER REVENUE BONDS BY THE CITY

BE IT RESOLVED by the City Council (the “City Council”) of the City of Greenville, North Carolina (the “City”):

Section 1. The City Council does hereby find and determine as follows:

(a) The City currently owns and operates a stormwater system (the “System”) which provides service to the residents of the City and its environs.

(b) In order to better serve and provide for the future needs of the residents of the City and its environs, the City will acquire, construct and equip certain improvements to the System (the “Project”).

(c) The Project is necessary to help secure adequate and reliable stormwater services and to promote the present and future welfare of the residents of the City and its environs.

(d) The City wishes to commence procedures for the issuance of stormwater system revenue bonds (the “Bonds”) at this time for the purpose of providing funds, together with other available funds, to (i) pay or reimburse the costs of the Project, (ii) fund any necessary debt service reserve fund for the Bonds and (iii) pay certain other costs associated with the sale and issuance of the Bonds.

(e) The City intends to issue the Bonds pursuant to a Trust Agreement, to be dated as of March 1, 2018 (the “Trust Agreement”), between the City and a corporate trustee to be determined (the “Trustee”). Pursuant to the Trust Agreement, the Bonds will be secured by a pledge of the net receipts of the System as provided in the Trust Agreement.

(f) The amount of the Bonds will be sufficient, but not excessive, for the purpose of paying the costs associated with the Project.

(g) The proposed Project is feasible.

(h) The annual audits of the City show the City to be in strict compliance with debt management policies, and the budgetary and fiscal management policies of the City are in compliance with law.

(i) The proposed Bonds can be marketed at a reasonable interest cost to the City.

(j) The projected rate increases, if any, for stormwater service in connection with the issuance of the proposed Bonds will be reasonable.

Section 2. The City Manager and the Director of Financial Services of the City are hereby authorized and directed to file an application with the Local Government Commission for approval of the issuance of Bonds in an aggregate principal amount not to exceed \$15,000,000 for the purpose of providing funds, together with any other available funds, to (a) pay or reimburse the costs of the Project, (b) fund any necessary debt service reserve fund for such revenue bonds and (c) pay certain other costs associated with the sale and issuance sale of such revenue bonds. Any such action heretofore taken in connection with the filing of such application is hereby ratified and approved.

Section 3. The Local Government Commission is hereby requested to sell the proposed Bonds at a private sale without advertisement.

Section 4. The following financing team members are hereby approved by the City in connection with the proposed Bond issue:

Bond Counsel:	Womble Bond Dickinson (US) LLP
Underwriter:	Robert W. Baird & Co. Incorporated
Underwriter's Counsel:	Parker Poe Adams & Bernstein, LLP

Financial Advisor Hilltop Securities

The City Manager and the Director of Financial Services are each hereby authorized to solicit proposals from and select a financial institution to serve as Trustee under the Trust Agreement.

Section 5. This resolution shall take effect immediately upon its passage.

Adopted this the 14th day of December, 2017.

P.J. Connelly, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date:
12/14/2017
Time: 6:00 PM

Title of Item: Budget Ordinance Amendment #5 to the 2017-2018 City of Greenville Budget (Ordinance #17-040), the Special Revenue Grants Fund (Ordinance #11-003), and the Capital Projects Fund (Ordinance #17-024)

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 December 14, 2017, City Council meeting is an ordinance amending the 2017-2018 City of Greenville budget (Ordinance #17-040), the Special Revenue Grants Fund (Ordinance #11-003), and the Capital Projects Fund (Ordinance #17-024).

For ease of reference, a footnote has been added to each line item of the budget ordinance amendment, which corresponds to the explanation below:

<u>Item</u>	<u>Description</u>	<u>Funds Amended</u>	<u>Net Adjustment</u>
A	Appropriate unassigned excess fund balance above the 14% Council policy minimum to fund various Council priority projects as part of the Long Range Debt Plan. Projects will be funded over the next several years through a combination of debt financing and pay-as-you-go funding. Projects to be funded include: <ul style="list-style-type: none"> - 2015 Street ImprBond Part 2(\$7.3M) - Southside Fire Station (\$4.0M) - Town Common Gateway (\$2M) - Street Light Installation (\$750K) 	General PW Cap Projects Capital Reserve	\$ 5,832,603

	<ul style="list-style-type: none"> - Dickinson Ave Improvements (\$1.6M) - Parking: Sidewalk Dev/Empl (\$2.1M) - NCDOT Future Projects (\$1.3M) <p>This appropriation will allow the City to begin moving forward with funding approximately \$17.8 million in the above capital projects over the next two fiscal years.</p>		
B	Reclassify budgeted funds from the Recreation and Parks budget in the General Fund to the Facilities Improvement Fund for the maintenance and replacement of playground equipment at various parks including Elm Street Park, Intergenerational Center, Peppermint Park, and Andrew Best Freedom Park.	General Facilities Improve	\$ 235,000
C	Recognize additional tax revenues within the Convention and Visitors Authority (CVA) Fund as requested by the CVA board.	CVA	\$ 74,719
D	Appropriate contingency funds for the Student and Market Rate Housing Study being performed by Kimley Horn as previously approved by Council.	General	\$ 20,000
E	Reclassify grant funding from the NC Museum of Natural Sciences for a STEAM lab at River Park North from the Recreation and Parks Capital Project Fund to the Grants Special Revenue Fund.	R&P Cap Projects Grants Spec Rev	\$ 20,852
F	Appropriate contingency funds in the amount of \$50,000 as part of the City's contract agreement with Uptown Greenville. Council approved an increase in funding for Uptown Greenville in November of 2016 increasing the City's payment from \$50,000 to \$100,000 annually over the two-year term of the contract. The increase was approved after the Council's adoption of the biennial budget.	General	\$ 50,000
G	Move funding related to Street Lighting & Cameras from the General Fund to a separate Capital Project Fund. This will allow for easier tracking of projects which will increase the efficiency and effectiveness of the financial reporting related to street lighting and cameras.	General PW Cap Projects	\$ 276,225
H	Recognize rental income in the Community Development West Greenville Revitalization Project (Nathaniel Village).	CD Capital Projects	\$ 63,742

The budget ordinance amendment affects the following funds:

<u>Fund Name</u>	2017-18 Budget per Amend #4	Amend #5	2017-18 Budget per Amend #5
General	\$ 84,879,785	\$ 5,832,603	\$ 90,712,388
Public Transportation	\$ 2,870,585	\$ -	\$ 2,870,585
Facilities Improvement	\$ 2,807,730	\$ 235,000	\$ 3,042,730
Vehicle Replacement	\$ 5,268,695	\$ -	\$ 5,268,695
Sheppard Memorial Library	\$ 2,622,548	\$ -	\$ 2,622,548
Public Works Capital Projects	\$ 45,388,238	\$ 1,026,225	\$ 46,414,463
Recreation and Parks Capital Projects	\$ 6,377,459	\$ -	\$ 6,377,459
Special Revenue Grants	\$ 5,703,016	\$ 20,852	\$ 5,723,868
CD Capital Projects	\$ 18,336,073	\$ 63,742	\$ 18,399,815
Stormwater Utility	\$ 8,185,766	\$ -	\$ 8,185,766
Police Capital Projects	\$ 5,541,814	\$ -	\$ 5,541,814
Enterprise Capital Projects	\$ 38,831,388	\$ -	\$ 38,831,388
Convention and Visitors Authority (CVA)	\$ 1,228,484	\$ 74,719	\$ 1,303,203
Capital Reserve	\$ -	\$ 5,082,603	\$ 5,082,603

Recommendation: Approve budget ordinance amendment #5 to the 2017-2018 City of Greenville budget (Ordinance #17-040), the Special Revenue Grants Fund (Ordinance #11-003), and the Capital Projects Fund (Ordinance #17-024).

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Attachments / click to download

- [Budget Amend #5 Report](#)
- [2017-18 Budget Ordinance 5 1064921](#)

ORDINANCE NO. 17-
CITY OF GREENVILLE, NORTH CAROLINA

Ordinance (#5) Amending the 2017-18 Budget (Ordinance #17-040), the Special Revenue Grants Fund (Ordinance #11-003), and the Capital Projects Fund (Ordinance #17-024)

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 #4	Budget Amendment #5					Total Amend #5	2017-18 Budget per Amend #5
		A.	B.	D.	F.	G.		
ESTIMATED REVENUES								
Property Tax	\$ 32,750,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,750,000
Sales Tax	18,823,000	-	-	-	-	-	-	18,823,000
Video Prog. & Telecom. Service Tax	923,767	-	-	-	-	-	-	923,767
Rental Vehicle Gross Receipts	133,378	-	-	-	-	-	-	133,378
Utilities Franchise Tax	7,102,077	-	-	-	-	-	-	7,102,077
Motor Vehicle Tax	1,503,457	-	-	-	-	-	-	1,503,457
Other Unrestricted Intergov't	878,341	-	-	-	-	-	-	878,341
Powell Bill	2,220,065	-	-	-	-	-	-	2,220,065
Restricted Intergov't Revenues	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	3,986,065	5,832,603	-	-	-	-	5,832,603	9,818,668
Total Revenues	\$ 84,879,785	\$ 5,832,603	\$ -	\$ -	\$ -	\$ -	\$ 5,832,603	\$ 90,712,388
APPROPRIATIONS								
Mayor/City Council	\$ 457,998	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 457,998
City Manager	2,453,915	-	-	-	50,000	-	50,000	2,503,915
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	14,867,539	-	-	-	-	-	-	14,867,539
Financial Services	2,434,701	-	-	-	-	-	-	2,434,701
Recreation & Parks	8,832,178	-	(235,000)	-	-	-	(235,000)	8,597,178
Police	25,219,647	-	-	-	-	(125,000)	(125,000)	25,094,647
Public Works	10,989,519	-	-	-	-	(151,225)	(151,225)	10,838,294
Community Development	2,522,368	-	-	20,000	-	-	20,000	2,542,368
OPEB	500,000	-	-	-	-	-	-	500,000
Contingency	100,000	-	-	(20,000)	(50,000)	-	(70,000)	30,000
Indirect Cost Reimbursement	(1,459,519)	-	-	-	-	-	-	(1,459,519)
Capital Improvements	-	-	-	-	-	-	-	-
Total Appropriations	\$ 73,468,347	\$ -	\$ (235,000)	\$ -	\$ -	\$ (276,225)	\$ (511,225)	\$ 72,957,122
OTHER FINANCING SOURCES								
Transfers to Other Funds	\$ 11,411,438	\$ 5,832,603	\$ 235,000	\$ -	\$ -	\$ 276,225	\$ 6,343,828	\$ 17,755,266
Total Other Financing Sources	\$ 11,411,438	\$ 5,832,603	\$ 235,000	\$ -	\$ -	\$ 276,225	\$ 6,343,828	\$ 17,755,266
Total Approp & Other Fin Sources	\$ 84,879,785	\$ 5,832,603	\$ -	\$ -	\$ -	\$ -	\$ 5,832,603	\$ 90,712,388

Section II: Estimated Revenues and Appropriations. Public Works Capital Projects Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2017-18 Budget per Amend #4	A.	G.	Total Amend #5	2017-18 Budget per Amend #5
ESTIMATED REVENUES					
Occupancy Tax	\$ 118,000	\$ -	\$ -	\$ -	\$ 118,000
Transfers from Other Funds	7,576,655	750,000	276,225	1,026,225	8,602,880
Spec Fed/State/Loc Grant	23,951,467	-	-	-	23,951,467
Other Income	2,645,313	-	-	-	2,645,313
Bond Proceeds	11,096,803	-	-	-	11,096,803
Total Revenues	\$ 45,388,238	\$ 750,000	\$ 276,225	\$ 1,026,225	\$ 46,414,463
APPROPRIATIONS					
Stantonsburg Rd./10th St Con Project	\$ 6,044,950	\$ -	\$ -	\$ -	\$ 6,044,950
Computerized Traffic Signal System	8,883,151	-	-	-	8,883,151
Thomas Langston Rd. Project	3,980,847	-	-	-	3,980,847
Sidewalk Development Project	2,015,550	-	-	-	2,015,550
GTAC Project	9,336,917	-	-	-	9,336,917
Energy Efficiency Project	777,600	-	-	-	777,600
King George Bridge Project	1,341,089	-	-	-	1,341,089
Energy Savings Equipment Project	2,591,373	-	-	-	2,591,373
Convention Center Expansion Project	4,718,000	-	-	-	4,718,000
Pedestrian Improvement Project	210,761	-	-	-	210,761
Street Lights & Cameras	-	750,000	276,225	1,026,225	1,026,225
Street Improvements Project	5,488,000	-	-	-	5,488,000
Total Appropriations	\$ 45,388,238	\$ 750,000	\$ 276,225	\$ 1,026,225	\$ 46,414,463

Section III: Estimated Revenues and Appropriations. Recreation and Parks Capital Projects Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2017-18 Budget per Amend #4	E.	Total Amend #5	2017-18 Budget per Amend #5
ESTIMATED REVENUES				
Restricted Intergovernmental	\$ 1,550,124	\$ -	\$ -	\$ 1,550,124
Transfer from General Fund	2,527,864	-	-	2,527,864
Transfer from Debt Service	32,500	-	-	32,500
Transfer from Capital Reserve	122,153	-	-	122,153
Bond Proceeds	2,100,000	-	-	2,100,000
Transfer from FIP	44,818	-	-	44,818
Total Revenues	\$ 6,377,459	\$ -	\$ -	\$ 6,377,459
APPROPRIATIONS				
South Greenville Reconstruction	\$ 3,499,500	\$ -	\$ -	\$ 3,499,500
Trillium Park Equipment Project	1,000,000	-	-	1,000,000
Town Common Renovations	985,932	-	-	985,932
Water Sports Facility Project	244,942	(20,852)	(20,852)	224,090
Westside Land Acquisition & Dev	336,453	-	-	336,453
Tar River	310,632	-	-	310,632
Transfer to Other Funds	-	20,852	20,852	20,852
Total Appropriations	\$ 6,377,459	\$ -	\$ -	\$ 6,377,459

Section IV: Estimated Revenues and Appropriations. Capital Reserve Fund, of Ordinance #17-040 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2017-18 Budget per Amend #4	A.	Total Amend #5	2017-18 Budget per Amend #5
ESTIMATED REVENUES				
Transfers from General Fund	\$ -	\$ 5,082,603	\$ 5,082,603	\$ 5,082,603
Appropriated Fund Balance	-	-	-	-
Total Revenues	<u>\$ -</u>	<u>\$ 5,082,603</u>	<u>\$ 5,082,603</u>	<u>\$ 5,082,603</u>
APPROPRIATIONS				
Firetower - NC43 to 14th	\$ -	\$ 187,480	\$ 187,480	\$ 187,480
Firetower - 14th to NC33	-	244,389	244,389	244,389
Street Signal Conversion	-	912,000	912,000	912,000
Dickinson Parking	-	138,734	138,734	138,734
Town Common Gateway	-	2,000,000	2,000,000	2,000,000
Dickinson Avenue Streetscape	-	1,600,000	1,600,000	1,600,000
Total Appropriations	<u>\$ -</u>	<u>\$ 5,082,603</u>	<u>\$ 5,082,603</u>	<u>\$ 5,082,603</u>

Section V: Estimated Revenues and Appropriations. Facilities Improvement Fund, of Ordinance #17-040 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2017-18 Budget per Amend #4	B.	Total Amend #5	2017-18 Budget per Amend #5
ESTIMATED REVENUES				
Transfer from General Fund	\$ 1,542,000	\$ 235,000	\$ 235,000	\$ 1,777,000
Appropriated Fund Balance	1,265,730	-	-	1,265,730
Total Revenues	<u>\$ 2,807,730</u>	<u>\$ 235,000</u>	<u>\$ 235,000</u>	<u>\$ 3,042,730</u>
APPROPRIATIONS				
Capital Improvements	\$ 2,807,730	\$ 235,000	\$ 235,000	\$ 3,042,730
Total Appropriations	<u>\$ 2,807,730</u>	<u>\$ 235,000</u>	<u>\$ 235,000</u>	<u>\$ 3,042,730</u>

Section VI: Estimated Revenues and Appropriations. Pitt-Greenville Convention and Visitors Authority Fund, of Ordinance #17-040 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2017-18 Budget per Amend #4	C.	Total Amend #5	2017-18 Budget per Amend #5
ESTIMATED REVENUES				
Occupancy Tax (2%)	\$ 1,061,783	\$ 74,719	\$ 74,719	\$ 1,136,502
Miscellaneous Revenue	60	-	-	60
Appropriated Fund Balance	166,641	-	-	166,641
Total Revenues	<u>\$ 1,228,484</u>	<u>\$ 74,719</u>	<u>\$ 74,719</u>	<u>\$ 1,303,203</u>
APPROPRIATIONS				
Pitt-Greenville Convention and Visitors Authority	\$ 1,228,484	\$ 74,719	\$ 74,719	\$ 1,303,203
Total Appropriations	<u>\$ 1,228,484</u>	<u>\$ 74,719</u>	<u>\$ 74,719</u>	<u>\$ 1,303,203</u>

Section VII: Estimated Revenues and Appropriations. Special Revenue Grant Fund, of Ordinance #11-003 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2017-18 Budget per Amend #4	E.	Total Amend #5	2017-18 Budget per Amend #5
ESTIMATED REVENUES				
Special Fed/State/Loc Grant	\$ 4,841,733	\$ -	\$ -	\$ 4,841,733
Transfer From General Fund	781,283	-	-	781,283
Transfer From Pre-1994 Entitlement	80,000	-	-	80,000
Transfer From Other Funds	-	20,852	20,852	20,852
Total Revenues	<u>\$ 5,703,016</u>	<u>\$ 20,852</u>	<u>\$ -</u>	<u>\$ 5,723,868</u>
APPROPRIATIONS				
Personnel	\$ 1,256,039	\$ -	\$ -	\$ 1,256,039
Operating	3,140,302	20,852	20,852	3,161,154
Capital Outlay	1,306,675	-	-	1,306,675
Transfer to Other Funds	-	-	-	-
Total Appropriations	<u>\$ 5,703,016</u>	<u>\$ 20,852</u>	<u>\$ 20,852</u>	<u>\$ 5,723,868</u>

Section VIII: Estimated Revenues and Appropriations. Community Development Capital Projects, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2017-18 Budget per Amend #4	H.	Total Amend #5	2017-18 Budget per Amend #5
ESTIMATED REVENUES				
Transfers In/CD Small Business	\$ 4,997,546	\$ -	\$ -	\$ 4,997,546
Transfers/Ctr City Rev Project	160,500	-	-	160,500
Transfers/Trans from Energy Eff	275,000	-	-	275,000
Transfer from General Fund	1,040,000	-	-	1,040,000
Rstrc Intgv/Spec ST Fed Grant	400,000	-	-	400,000
Rstrc Intgv/Grand Proceeds	7,500	-	-	7,500
Investment Earnings	399,640	-	-	399,640
Bond Proceeds	10,048,747	-	-	10,048,747
Comm Dev/Sale of Property	412,488	-	-	412,488
Rental Income	157,563	63,742	63,742	221,305
Other Revenues	437,089	-	-	437,089
Total Revenues	<u>\$ 18,336,073</u>	<u>\$ 63,742</u>	<u>\$ 63,742</u>	<u>\$ 18,399,815</u>
APPROPRIATIONS				
GUC Energy Improvement Program	\$ 100,000	\$ -	\$ -	\$ 100,000
West Greenville Revitalization Proj	6,102,764	63,742	63,742	6,166,506
Center City Revitalization Project	5,349,156	-	-	5,349,156
Energy Efficiency Revolving Loan Prog	550,000	-	-	550,000
4th Street Parking Garage Project	5,194,153	-	-	5,194,153
Imperial Site Project	1,040,000	-	-	1,040,000
Total Appropriations	<u>\$ 18,336,073</u>	<u>\$ 63,742</u>	<u>\$ 63,742</u>	<u>\$ 18,399,815</u>

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

Adopted this 14th day of December, 2017

P. J. Connelly, Mayor

ATTEST:

Carol L. Barwick, City Clerk



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**BUDGET ORDINANCE
AMENDMENT #5**

CITY OF GREENVILLE
BUDGET ORDINANCE AMENDMENT #5
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**BUDGET ORDINANCE
AMENDMENT #5**

**SECTION A.
SUMMARY OF
AMENDMENT #5**

City of Greenville
Summary of Budget Ordinance Amendment #5**SECTION A.****A. Budget Items Amended:**

Item	Description	Funds Impacted	Amount
A.	Appropriate unassigned excess fund balance above the 14% Council policy to fund various Council priority projects	General Fund PW Capital Proj Fund Capital Reserve Fund	\$ 5,832,603
B.	Reclassify budgeted funds from the R&P budget in the General Fund to the Facilities Improvement to replace playground equipment at various parks including: - Elm Street Park - Intergenerational Center - Peppermint Park - Andrew Best Freedom Park	General Fund Facilities Improvement	\$ 235,000
C.	Recognize additional tax revenues within the Convention and Visitors Authority (CVA) Fund as requested by the CVA Board. the CVA board.	CVA Fund	\$ 74,719
D.	Appropriate Contingency Funds for Student & Market Rate Housing study being performed by Kimley Horn	General Fund	\$ 20,000
E.	Reclassify grant funding from the NC Museum of Natural Science for a STEAM lab at River Park North from the R&P Capital Project Fund to the Grants Special Revenue Fund	R&P Capital Project Fund Grants Special Rev Fund	\$ 20,852
F.	Appropriate Contingency Funds for the City's contract agreement with Uptown Greenville: - Council approved an increase in funding for Uptown Greenville in Nov 2016 - Funding increased from \$50,000 annually to \$100,000 - The increase was approved after the Council's adoption of the biennial budget	General Fund	\$ 50,000
G.	Reclass funding related to Street Lighting & Cameras from the General Fund to a separate Capital Project Fund.	General Fund Public Works Capital Project Fund	\$ 276,225
H.	Recognize rental income in the Community Development West Greenville Revitlization Project (Nathanial Village).	Comm Dev Capital Project Fund	\$ 63,742

Item # 15

City of Greenville

Summary of Budget Ordinance Amendment #5

SECTION A.

B. Fund Budgets per Amendment #5:

Fund Name	2017-18 Budget per Amend #4	Amend #5	2017-18 Budget per Amend #5
General	\$ 84,879,785	\$ 5,832,603	\$ 90,712,388
Public Transportation	2,870,585	-	2,870,585
Facilities Improvement	2,807,730	235,000	3,042,730
Vehicle Replacement	5,268,695	-	5,268,695
Sheppard Memorial Library	2,622,548	-	2,622,548
Public Works Capital Projects	45,388,238	1,026,225	46,414,463
Recreation and Parks Capital Projects	6,377,459	-	6,377,459
Special Revenue Grants	5,703,016	20,852	5,723,868
CD Capital Projects	18,336,073	63,742	18,399,815
Stormwater Utility	8,185,766	-	8,185,766
Police Capital Projects	5,541,814	-	5,541,814
Enterprise Capital Projects	38,831,388	-	38,831,388
Convention and Visitors Authority	1,228,484	74,719	1,303,203
Capital Reserve	-	5,082,603	5,082,603



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**BUDGET ORDINANCE
AMENDMENT #5**

**SECTION B.
APPROPRIATION OF
EXCESS FUND
BALANCE**

City of Greenville
Budget Ordinance Amendment #5
Appropriation of Unassigned Excess Fund Balance

SECTION B.

A. Budget Ordinance Amendment #5

Item A: Appropriate Unassigned Excess Fund Balance Above the 14% Council Policy Minimum to Fund Various Council Priority Projects.

Net Adjustments = **\$5,832,603**

B. FY2017-18 Excess Fund Balance Calculation

- The City's policy is to maintain an Unassigned General Fund of at least 14% of the total annual General Fund budget (excluding the Powell Bill budget)
- Excess Fund Balance above the 14% will be used to fund Council's identified Priority Capital Projects
- The following is the calculation for FY2017-18:

FY2017-18 Budget Less Powell Bill	\$ 79,081,156
Fund Balance Percentage	14.00%
Calculated Fund Balance	<u>\$ 11,071,362</u>

Unassigned Fund Balance per FY2016-17 Audit	\$ 20,177,452
Calculated Fund Balance	<u>11,071,362</u>

Amount Available for Appropriation	\$ 9,106,090
FY2017-18 Fund Balance Appropriated Thru Amend #4	(3,273,487)
Excess Appropriated for Capital Projects (Amend #5)	(5,832,603)
Adjusted Amount Available for Appropriation	<u>\$ 0</u>

C. Excess Fund Balance Appropriated to Capital Projects

- The following are the capital project categories will be funded with the Excess Fund Balance as part of the City's LONG RANGE CAPITAL FUNDING PLAN:

Long Range Debt Plan	\$ 3,738,734
Street Lights and Cameras	750,000
NCDOT Projects	1,343,869
Total Excess Appropriated to Capital Projects	<u>\$ 5,832,603</u>

Item # 15

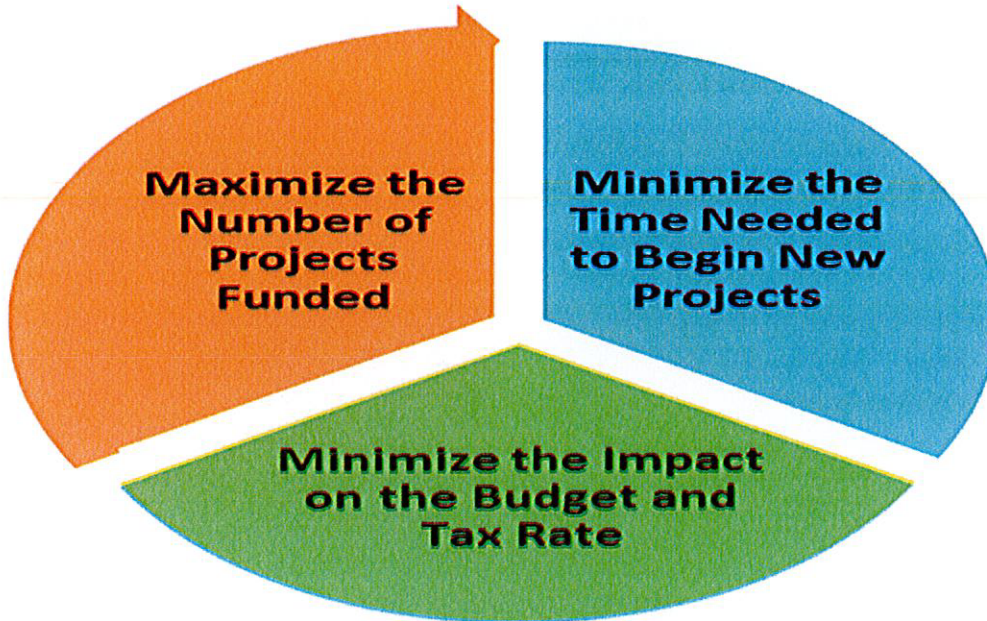


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**BUDGET ORDINANCE
AMENDMENT #5**

**SECTION C.
CAPITAL PROJECT
FUNDING PLAN**

A. Capital Project Funding Plan Objectives



B. Capital Project Funding Plan Formula

$$\begin{aligned} &\text{Constant Debt Service Expense Budget} \\ &\quad + \\ &\quad \text{Leveraging One Time Funding} \\ &\quad + \\ &\quad \text{Amortization (i.e. Rolling Off) of Current Debt Service} \\ &\quad + \\ &\quad \text{Favorable Borrowing Rates} \end{aligned}$$

A red arrow points from a red-bordered box containing the text "i.e. \$5,832,603 in Excess Fund Balance" to the "Leveraging One Time Funding" term in the formula.

-
- = **Opportunity To:**
- Maximize Number of Projects Funded
 - Minimize Time Needed to Fund Projects
 - Minimize Impact on Budget & Tax Rate

City of Greenville
Budget Ordinance Amendment #5
Capital Project Funding Plan

SECTION C.

C. Projects Funded Through Capital Project Funding Plan

- Below are the capital projects funded over next two years as part of the Capital Project Funding Plan

- The projects have been selected for funding based on the following:

- The projects have been voted as high priority projects by City Council
- The projects were approved by the voters as part of the 2015 G.O. Bond referendum
- The projects have been committed to by action(s) of Council
- The projects are required based on contract (i.e. Sidewalk Development)

- The projects will be funded through a combination of the following:

- Debt Financing
- Pay-As-You-Go

Long Range Debt Plan (SEE SECTION D.)

2015 G.O. Bond Part 2	\$ 7,350,000	(Voter Approved)
Parking Lot: Sidewalk Dev / City Employee	2,100,000	(Required by Contract)
Town Common Gateway	2,000,000	(Council Priority #2)
Dickinson Ave Streetscape Improve	1,600,000	(Council Priority #4)
Southside Fire Station	4,000,000	(Council Priority #1)
Subtotal	\$ 17,050,000	

Street Lights & Cameras (SEE SECTION E.)

City-wide Neighborhood Cameras	\$ 275,000	(Council Priority #3)
Street Lights: Stantonsburg road	100,000	(Council Priority #3)
Street Lights: Memorial Blvd Part 1	200,000	(Council Priority #3)
Street Lights: Memorial Blvd Part 2	175,000	(Council Priority #3)
Subtotal	\$ 750,000	

NCDOT Projects (SEE SECTION F.)

Firetower- NC43 to 14th	\$ 187,480	(Committed by Council 11-9-2017)
Firetower- 14th to NC33	244,389	(Committed by Council 11-9-2017)
Street Signal Conversion	912,000	(Committed by Council 10-9-2017)
Subtotal	\$ 1,343,869	

Total Projects Funded \$ 19,143,869

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**BUDGET ORDINANCE
AMENDMENT #5**

**SECTION D.
LONG RANGE DEBT
PLAN**

A. Capital Project Priorities to be Funded

- The following projects will be funded over the next two fiscal years:

Project	Total
2015 G.O. Bond Part 2	\$ 7,350,000
Parking Lot: Sidewalk Development / City Employee	2,100,000
Town Common Gateway	2,000,000
Dickinson Avenue Streetscape Improvements	1,600,000
Southside Fire Station	4,000,000
Total Short Term Capital Project to be Funded	<u>\$ 17,050,000</u>

- The following methods will be used to fund the above capital projects:

Pay-As-You-Go Funding		\$ 5,700,000
Debt Financing:		
Installment Financing	4,000,000	
G.O. Bond Issue	7,350,000	
		11,350,000
Total Short Term Capital Project to be Funded		<u>\$ 17,050,000</u>

- The following are the sources that will be used to fund projects on a pay as you go basis:

Excess Fund Balance	\$ 3,738,734	
Capital Reserve Funds (Current)	1,961,266	
Total Pay-As-You-Go Funded	<u>\$ 5,700,000</u>	

B. Project Funding Summary:

Project	Debt	Excess FB	Cap Reserve	Total
2015 G.O. Bond Part 2	\$ 7,350,000	\$ -	\$ -	\$ 7,350,000
Parking Lot: Sidewalk Dev / City Employee	-	138,734	1,961,266	2,100,000
Town Common Gateway	-	2,000,000	-	2,000,000
Dickinson Ave Streetscape Improve	-	1,600,000	-	1,600,000
Southside Fire Station	4,000,000	-	-	4,000,000
Total Capital Project to be Funded	<u>\$ 11,350,000</u>	<u>\$ 3,738,734</u>	<u>\$ 1,961,266</u>	<u>\$ 17,050,000</u>

City of Greenville
Budget Ordinance Amendment #5
Long Range Debt Plan

SECTION D.

C. Projected Future Debt Issuances on Four Year Cycle:

- The following is the timing of projects to be financed over the next 10+ years:

Issue #	Year	Amount	Interest Rate	Term	Comments
1.	2019-20	\$ 4,000,000	4.0%	15	Southside Fire Station
2.	2018-19	7,350,000	4.0%	20	2015 G.O. Bond Part 2
3.	2022-23	10,000,000	5.0%	20	Projects to be Determined
4.	2026-27	15,000,000	5.5%	20	Projects to be Determined
5.	2030-31	18,000,000	6.5%	20	Projects to be Determined
Total		<u>\$ 54,350,000</u>			

- The following is the projected increase in annual debt service expense needed to fund future issuances:

Current General Fund Debt Service Expense Budget	\$ 4,743,325
Increase to Fund Future Debt Issuances	100,000 ***
Adjusted General Fund Debt Service Expense Budget	<u>\$ 4,843,325</u>

***Represents a 0.12% Increase in the Budget (Very Immaterial!)

D. Projected Financial Position of Debt Service Fund:

Year	Beginning Balance	General Fund Revenues	Debt Service Expense	Ending Balance
2017-18	577,647	4,743,325	(4,640,438)	691,800
2018-19	691,800	4,843,325	(4,839,598)	695,527
2019-20	695,527	4,843,325	(5,250,155)	288,697
2020-21	288,697	4,843,325	(4,764,051)	367,971
2021-22	367,971	4,843,325	(4,590,017)	621,279
2022-23	621,279	4,843,325	(4,943,423)	521,181
2023-24	521,181	4,843,325	(5,313,323)	51,183
2024-25	51,183	4,843,325	(4,282,850)	611,658
2025-26	611,658	4,843,325	(4,077,175)	1,377,808
2026-27	1,377,808	4,843,325	(4,676,092)	1,545,041
2027-28	1,545,041	4,843,325	(4,848,721)	1,539,644
2028-29	1,539,644	4,843,325	(4,597,391)	1,785,578
2029-30	1,785,578	4,843,325	(4,013,115)	2,615,788
2030-31	2,615,788	4,843,325	(4,788,805)	2,670,309
2031-32	2,670,309	4,843,325	(5,541,711)	1,971,923

Item # 15

City of Greenville
 Budget Ordinance Amendment #5
 Long Range Debt Plan

SECTION D.

E. Current Debt Obligated as of July 1, 2017

Year	FY 2016 Refunding (Split Gov. PB and SW)	2012 04 COPS/09 Install Refinance Bond	2013 - Parking Deck Issued in 2014	2012 - GESC Equipment	FY 2016 Refunding	2010-2011 GO Issuance	2015-South Greenville Recreation Center	2016- Installment Agreement PD Safety Storage	2015-General Obligation	Total Current Debt Service
2017-18	\$ 591,188	\$ 1,991,280	\$ 460,399	\$ 197,971	\$ 47,194	\$ 237,240	\$ 198,694	\$ 177,473	\$ 739,000	\$ 4,640,438
2018-19	576,562	1,907,143	449,571	202,085	46,026	233,240	194,719	174,503	725,000	4,508,848
2019-20	556,922	1,828,881	438,743	206,281	44,458	228,440	190,744	171,533	707,000	4,373,001
2020-21	570,696	1,163,759	427,915	210,560	45,558	223,640	186,769	168,563	687,000	3,684,459
2021-22	517,614	1,111,388	417,087	214,925	41,319	218,840	182,794	165,593	667,000	3,536,560
2022-23	498,533	1,054,654	406,259	219,378	39,797	214,040	173,819	162,623	647,000	3,416,101
2023-24	479,665	1,013,436	395,431	223,919	38,291	209,040	165,043	159,653	627,000	3,311,477
2024-25	458,435	95,755	384,603	228,552	36,596	203,840	161,333	156,683	607,000	2,332,796
2025-26	440,003	-	373,775	233,277	35,125	198,400	157,623	153,713	587,000	2,178,914
2026-27	419,208	-	362,947	238,096	33,465	192,000	153,913	75,495	567,000	2,042,123
2027-28	-	-	352,119	243,012	-	185,600	150,203	-	549,000	1,479,933
2028-29	-	-	341,291	122,747	-	179,200	146,493	-	533,000	1,322,731
2029-30	-	-	-	-	-	172,800	142,783	-	517,000	832,583
2030-31	-	-	-	-	-	166,400	-	-	501,000	667,400
2031-32	-	-	-	-	-	-	-	-	485,000	485,000
2032-33	-	-	-	-	-	-	-	-	469,000	469,000
2033-34	-	-	-	-	-	-	-	-	453,000	453,000
2034-35	-	-	-	-	-	-	-	-	437,000	437,000
2035-36	-	-	-	-	-	-	-	-	421,750	421,750
2036-37	-	-	-	-	-	-	-	-	407,250	407,250
# Total	\$ 5,108,825	\$10,166,296	\$ 4,810,138	\$ 2,540,804	\$ 407,828	\$ 2,862,720	\$ 2,204,925	\$ 1,565,828	\$ 11,333,000	\$ 41,000,364

City of Greenville
Budget Ordinance Amendment #5
Long Range Debt Plan

SECTION D.

F. Projected Schedule of Debt:

Parameters					
Issue #	#1	#2	#3	#4	#5
Fiscal Year	2019-20	2018-19	2022-23	2026-27	2030-31
Debt Issued	\$4,000,000	\$7,350,000	\$10,000,000	\$15,000,000	\$18,000,000
Interest Rate	4.00%	4.00%	5.00%	5.50%	6.50%
Term In Yrs	15	20	20	20	20

Debt Amortization Schedule							
Year	Current Debt Service	#1 2019-20	#2 2018-19	#3 2022-23	#4 2026-27	#5 2030-31	Adjusted Debt Service
2017-18	(4,640,438)	-	-	-	-	-	(4,640,438)
2018-19	(4,508,848)	-	(330,750)	-	-	-	(4,839,598)
2019-20	(4,373,001)	(213,333)	(663,821)	-	-	-	(5,250,155)
2020-21	(3,684,459)	(430,857)	(648,734)	-	-	-	(4,764,051)
2021-22	(3,536,560)	(419,810)	(633,647)	-	-	-	(4,590,017)
2022-23	(3,416,101)	(408,762)	(618,561)	(500,000)	-	-	(4,943,423)
2023-24	(3,311,477)	(397,714)	(603,474)	(1,000,658)	-	-	(5,313,323)
2024-25	(2,332,796)	(386,667)	(588,387)	(975,000)	-	-	(4,282,850)
2025-26	(2,178,914)	(375,619)	(573,300)	(949,342)	-	-	(4,077,175)
2026-27	(2,042,123)	(364,571)	(558,213)	(923,684)	(787,500)	-	(4,676,092)
2027-28	(1,479,933)	(353,524)	(543,126)	(898,026)	(1,574,112)	-	(4,848,721)
2028-29	(1,322,731)	(342,476)	(528,039)	(872,368)	(1,531,776)	-	(4,597,391)
2029-30	(832,583)	(331,429)	(512,953)	(846,711)	(1,489,441)	-	(4,013,115)
2030-31	(667,400)	(320,381)	(497,866)	(821,053)	(1,447,105)	(1,035,000)	(4,788,805)
2031-32	(485,000)	(309,333)	(482,779)	(795,395)	(1,404,770)	(2,064,434)	(5,541,711)
2032-33	(469,000)	(298,286)	(467,692)	(769,737)	(1,362,434)	(2,004,395)	(5,371,544)
2033-34	(453,000)	(287,238)	(452,605)	(744,079)	(1,320,099)	(1,944,355)	(5,201,376)
2034-35	(437,000)	-	(437,518)	(718,421)	(1,277,763)	(1,884,316)	(4,755,018)
2035-36	(421,750)	-	(422,432)	(692,763)	(1,235,428)	(1,824,276)	(4,596,649)
2036-37	(407,250)	-	(407,345)	(667,105)	(1,193,092)	(1,764,237)	(4,439,029)
2037-38	-	-	(392,258)	(641,447)	(1,150,757)	(1,704,197)	(3,888,659)
2038-39	-	-	-	(615,789)	(1,108,421)	(1,644,158)	(3,368,368)
2039-40	-	-	-	(590,132)	(1,066,086)	(1,584,118)	(3,240,336)
2040-41	-	-	-	(564,474)	(1,023,750)	(1,524,079)	(3,112,303)
2041-42	-	-	-	(538,816)	(981,414)	(1,464,039)	(2,984,270)
2042-43	-	-	-	-	(939,079)	(1,404,000)	(2,343,079)
2043-44	-	-	-	-	(896,743)	(1,343,961)	(2,240,704)
2044-45	-	-	-	-	(854,408)	(1,283,921)	(2,138,329)
2045-46	-	-	-	-	(812,072)	(1,223,882)	(2,035,954)

Item # 15



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**BUDGET ORDINANCE
AMENDMENT #5**

**SECTION E.
STREET LIGHTS AND
CAMERAS**

City of Greenville
Budget Ordinance Amendment #5
Street Lights and Cameras

SECTION E.


A. Phase Three Street Light and Camera Projects

- The following street light and camera projects were presented as high priority needs at the November 13, 2017 City Council Meeting:

City-wide Neighborhood Cameras (115 Total)	\$ 525,000
Street Lights: Stantonsburg road(Arlington to Allen)	100,000
Street Lights: Memorial Blvd Part 1	200,000
Street Lights: Memorial Blvd Part 2	175,000
Total High Priority Needs	<u>\$ 1,000,000</u>

B. Phase Three Funding Source

- The following are the sources that will be used to fund the phase three projects:

Excess Fund Balance	\$ 750,000	
FY2018-19 Capital Improvement Plan	250,000	
Total Funding Sources of High Priority Needs	<u>\$ 1,000,000</u>	

- The City will move forward now with funding approximately \$750,000 of phase three projects. The remaining \$250,000 will be included in the FY2018-19 budget.



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**BUDGET ORDINANCE
AMENDMENT #5**

**SECTION F.
NCDOT PROJECTS**

City of Greenville
Budget Ordinance Amendment #5
NCDOT Projects

SECTION F.

A. Future NCDOT Commitment

- The following are upcoming NCDOT projects that the City of Greenville has a funding commitment:

Project	City Funding	State / Federal Funding	Total
Firetower- NC43 to 14th	\$ 187,480	\$ 4,643,220	\$ 4,830,700
Firetower- 14th to NC33	531,160	18,027,410	18,558,570
Street Signal Conversion	912,000	8,883,000	9,795,000
Evans Street Widening	525,000	52,619,444	53,144,444
14th Street Widening	270,122	13,079,484	13,349,606
Allen Road	788,045	21,514,012	22,302,057
Total	\$ 3,213,807	\$ 118,766,570	\$ 121,980,377
% of Total	2.63%	97.37%	100.00%

B. Five Year Funding Model of City of Greenville Commitment

- The following are the sources that will be used the City's commitment:

Fiscal Year	City Funding	Source
2017-18	\$ 1,343,869	Excess Fund Balance ←
2018-19	373,988	To Be Determined
2019-20	373,988	To Be Determined
2020-21	373,988	To Be Determined
2021-22	373,988	To Be Determined
2022-23	373,988	To Be Determined
Total	\$ 3,213,807	

- The City has set aside \$1,343,869 in Capital Reserve to fund the NCDOT projects. The remaining balance will be funded over the next several years. The funding source has yet to be determined.



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**BUDGET ORDINANCE
AMENDMENT #5**

**SECTION G.
FINAL SUMMARY**

City of Greenville
Summary

SECTION G.

A. Short Term Capital Projects Funded

\$5,832,603 in Excess Fund Balance

Constant Debt Service Expense Budget
+
Leveraging One Time Funding
+
Amortization (i.e. Rolling Off) of Current Debt Service
+
Favorable Borrowing Rates

- = Opportunity To:
- Maximize Number of Projects Funded
 - Minimize Time Needed to Fund Projects
 - Minimize Impact on Budget & Tax Rate

Long Range Debt Plan	\$17,050,000
Street Lights & Cameras	750,000
NCDOT Projects	1,343,869
Total	\$19,143,869

- Projects Will Be Funded Over Two Year Period
- Projects Will Be Funded Through Combination of:
 - * Debt Financing
 - * Pay-As-You-Go

B. Long Term Capital Projects Funded (per Plan)

Schedule of Borrowing Over Next 10+ Years:

Issue #	Year	Amount	Interest Rate	Term	Comments
1.	2019-20	\$ 4,000,000	4.0%	15	Southside Fire Station
2.	2018-19	7,350,000	4.0%	20	2015 G.O. Bond Part 2
3.	2022-23	10,000,000	5.0%	20	Projects to be Determined
4.	2026-27	15,000,000	5.5%	20	Projects to be Determined
5.	2030-31	18,000,000	6.5%	20	Projects to be Determined
Total		\$ 54,350,000			

This Plan Would:

1. Not Require New Revenue
2. Not Require Increase in Property Tax Rate
3. Not Require Redirection of Budget Expense



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**BUDGET ORDINANCE
AMENDMENT #5**

**APPENDIX 1
COPY OF AMENDMENT #5**

ORDINANCE NO. 17-
CITY OF GREENVILLE, NORTH CAROLINA

Ordinance (#5) Amending the 2017-18 Budget (Ordinance #17-040), the Special Revenue Grants Fund (Ordinance #11-003), and the Capital Projects Fund (Ordinance #17-024)

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 #4	Budget Amendment #5					Total Amend #5	2017-18 Budget per Amend #5
		A.	B.	D.	F.	G.		
ESTIMATED REVENUES								
Property Tax	\$ 32,750,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,750,000
Sales Tax	18,823,000	-	-	-	-	-	-	18,823,000
Video Prog. & Telecom. Service Tax	923,767	-	-	-	-	-	-	923,767
Rental Vehicle Gross Receipts	133,378	-	-	-	-	-	-	133,378
Utilities Franchise Tax	7,102,077	-	-	-	-	-	-	7,102,077
Motor Vehicle Tax	1,503,457	-	-	-	-	-	-	1,503,457
Other Unrestricted Intergov't	878,341	-	-	-	-	-	-	878,341
Powell Bill	2,220,065	-	-	-	-	-	-	2,220,065
Restricted Intergov't Revenues	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	3,986,065	5,832,603	-	-	-	-	5,832,603	9,818,668
Total Revenues	\$ 84,879,785	\$ 5,832,603	\$ -	\$ -	\$ -	\$ -	\$ 5,832,603	\$ 90,712,388
APPROPRIATIONS								
Mayor/City Council	\$ 457,998	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 457,998
City Manager	2,453,915	-	-	-	50,000	-	50,000	2,503,915
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	14,867,539	-	-	-	-	-	-	14,867,539
Financial Services	2,434,701	-	-	-	-	-	-	2,434,701
Recreation & Parks	8,832,178	-	(235,000)	-	-	-	(235,000)	8,597,178
Police	25,219,647	-	-	-	-	(125,000)	(125,000)	25,094,647
Public Works	10,989,519	-	-	-	-	(151,225)	(151,225)	10,838,294
Community Development	2,522,368	-	-	20,000	-	-	20,000	2,542,368
OPEB	500,000	-	-	-	-	-	-	500,000
Contingency	100,000	-	-	(20,000)	(50,000)	-	(70,000)	30,000
Indirect Cost Reimbursement	(1,459,519)	-	-	-	-	-	-	(1,459,519)
Capital Improvements	-	-	-	-	-	-	-	-
Total Appropriations	\$ 73,468,347	\$ -	\$ (235,000)	\$ -	\$ -	\$ (276,225)	\$ (511,225)	\$ 72,957,122
OTHER FINANCING SOURCES								
Transfers to Other Funds	\$ 11,411,438	\$ 5,832,603	\$ 235,000	\$ -	\$ -	\$ 276,225	\$ 6,343,828	\$ 17,755,266
Total Other Financing Sources	\$ 11,411,438	\$ 5,832,603	\$ 235,000	\$ -	\$ -	\$ 276,225	\$ 6,343,828	\$ 17,755,266
Total Approp & Other Fin Sources	\$ 84,879,785	\$ 5,832,603	\$ -	\$ -	\$ -	\$ -	\$ 5,832,603	\$ 90,712,388

Section II: Estimated Revenues and Appropriations. Public Works Capital Projects Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2017-18 Budget per Amend #4	A.	G.	Total Amend #5	2017-18 Budget per Amend #5
ESTIMATED REVENUES					
Occupancy Tax	\$ 118,000	\$ -	\$ -	\$ -	\$ 118,000
Transfers from Other Funds	7,576,655	750,000	276,225	1,026,225	8,602,880
Spec Fed/State/Loc Grant	23,951,467	-	-	-	23,951,467
Other Income	2,645,313	-	-	-	2,645,313
Bond Proceeds	11,096,803	-	-	-	11,096,803
Total Revenues	\$ 45,388,238	\$ 750,000	\$ 276,225	\$ 1,026,225	\$ 46,414,463

	2017-18 Budget per Amend #4	A.	G.	Total Amend #5	2017-18 Budget per Amend #5
APPROPRIATIONS					
Stantonsburg Rd./10th St Con Project	\$ 6,044,950	\$ -	\$ -	\$ -	\$ 6,044,950
Computerized Traffic Signal System	8,883,151	-	-	-	8,883,151
Thomas Langston Rd. Project	3,980,847	-	-	-	3,980,847
Sidewalk Development Project	2,015,550	-	-	-	2,015,550
GTAC Project	9,336,917	-	-	-	9,336,917
Energy Efficiency Project	777,600	-	-	-	777,600
King George Bridge Project	1,341,089	-	-	-	1,341,089
Energy Savings Equipment Project	2,591,373	-	-	-	2,591,373
Convention Center Expansion Project	4,718,000	-	-	-	4,718,000
Pedestrian Improvement Project	210,761	-	-	-	210,761
Street Lights & Cameras	-	750,000	276,225	1,026,225	1,026,225
Street Improvements Project	5,488,000	-	-	-	5,488,000
Total Appropriations	\$ 45,388,238	\$ 750,000	\$ 276,225	\$ 1,026,225	\$ 46,414,463

Section III: Estimated Revenues and Appropriations. Recreation and Parks Capital Projects Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2017-18 Budget per Amend #4	E.	Total Amend #5	2017-18 Budget per Amend #5
ESTIMATED REVENUES				
Restricted Intergovernmental	\$ 1,550,124	\$ -	\$ -	\$ 1,550,124
Transfer from General Fund	2,527,864	-	-	2,527,864
Transfer from Debt Service	32,500	-	-	32,500
Transfer from Capital Reserve	122,153	-	-	122,153
Bond Proceeds	2,100,000	-	-	2,100,000
Transfer from FIP	44,818	-	-	44,818
Total Revenues	\$ 6,377,459	\$ -	\$ -	\$ 6,377,459

	2017-18 Budget per Amend #4	E.	Total Amend #5	2017-18 Budget per Amend #5
APPROPRIATIONS				
South Greenville Reconstruction	\$ 3,499,500	\$ -	\$ -	\$ 3,499,500
Trillium Park Equipment Project	1,000,000	-	-	1,000,000
Town Common Renovations	985,932	-	-	985,932
Water Sports Facility Project	244,942	(20,852)	(20,852)	224,090
Westside Land Acquisition & Dev	336,453	-	-	336,453
Tar River	310,632	-	-	310,632
Transfer to Other Funds	-	20,852	20,852	20,852
Total Appropriations	\$ 6,377,459	\$ -	\$ -	\$ 6,377,459

Section IV: Estimated Revenues and Appropriations. Capital Reserve Fund, of Ordinance #17-040 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2017-18 Budget per Amend #4	A.	Total Amend #5	2017-18 Budget per Amend #5
ESTIMATED REVENUES				
Transfers from General Fund	\$ -	\$ 5,082,603	\$ 5,082,603	\$ 5,082,603
Appropriated Fund Balance	-	-	-	-
Total Revenues	<u>\$ -</u>	<u>\$ 5,082,603</u>	<u>\$ 5,082,603</u>	<u>\$ 5,082,603</u>
APPROPRIATIONS				
Firetower - NC43 to 14th	\$ -	\$ 187,480	\$ 187,480	\$ 187,480
Firetower - 14th to NC33	-	244,389	244,389	244,389
Street Signal Conversion	-	912,000	912,000	912,000
Dickinson Parking	-	138,734	138,734	138,734
Town Common Gateway	-	2,000,000	2,000,000	2,000,000
Dickinson Avenue Streetscape	-	1,600,000	1,600,000	1,600,000
Total Appropriations	<u>\$ -</u>	<u>\$ 5,082,603</u>	<u>\$ 5,082,603</u>	<u>\$ 5,082,603</u>

Section V: Estimated Revenues and Appropriations. Facilities Improvement Fund, of Ordinance #17-040 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2017-18 Budget per Amend #4	B.	Total Amend #5	2017-18 Budget per Amend #5
ESTIMATED REVENUES				
Transfer from General Fund	\$ 1,542,000	\$ 235,000	\$ 235,000	\$ 1,777,000
Appropriated Fund Balance	1,265,730	-	-	1,265,730
Total Revenues	<u>\$ 2,807,730</u>	<u>\$ 235,000</u>	<u>\$ 235,000</u>	<u>\$ 3,042,730</u>
APPROPRIATIONS				
Capital Improvements	\$ 2,807,730	\$ 235,000	\$ 235,000	\$ 3,042,730
Total Appropriations	<u>\$ 2,807,730</u>	<u>\$ 235,000</u>	<u>\$ 235,000</u>	<u>\$ 3,042,730</u>

Section VI: Estimated Revenues and Appropriations. Pitt-Greenville Convention and Visitors Authority Fund, of Ordinance #17-040 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2017-18 Budget per Amend #4	C.	Total Amend #5	2017-18 Budget per Amend #5
ESTIMATED REVENUES				
Occupancy Tax (2%)	\$ 1,061,783	\$ 74,719	\$ 74,719	\$ 1,136,502
Miscellaneous Revenue	60	-	-	60
Appropriated Fund Balance	166,641	-	-	166,641
Total Revenues	\$ 1,228,484	\$ 74,719	\$ 74,719	\$ 1,303,203
APPROPRIATIONS				
Pitt-Greenville Convention and Visitors Authority	\$ 1,228,484	\$ 74,719	\$ 74,719	\$ 1,303,203
Total Appropriations	\$ 1,228,484	\$ 74,719	\$ 74,719	\$ 1,303,203

Section VII: Estimated Revenues and Appropriations. Special Revenue Grant Fund, of Ordinance #11-003 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2017-18 Budget per Amend #4	E.	Total Amend #5	2017-18 Budget per Amend #5
ESTIMATED REVENUES				
Special Fed/State/Loc Grant	\$ 4,841,733	\$ -	\$ -	\$ 4,841,733
Transfer From General Fund	781,283	-	-	781,283
Transfer From Pre-1994 Entitlement	80,000	-	-	80,000
Transfer From Other Funds	-	20,852	20,852	20,852
Total Revenues	\$ 5,703,016	\$ 20,852	\$ -	\$ 5,723,868
APPROPRIATIONS				
Personnel	\$ 1,256,039	\$ -	\$ -	\$ 1,256,039
Operating	3,140,302	20,852	20,852	3,161,154
Capital Outlay	1,306,675	-	-	1,306,675
Transfer to Other Funds	-	-	-	-
Total Appropriations	\$ 5,703,016	\$ 20,852	\$ 20,852	\$ 5,723,868

Section VIII: Estimated Revenues and Appropriations. Community Development Capital Projects, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2017-18 Budget per Amend #4	H.	Total Amend #5	2017-18 Budget per Amend #5
ESTIMATED REVENUES				
Transfers In/CD Small Business	\$ 4,997,546	\$ -	\$ -	\$ 4,997,546
Transfers/Ctr City Rev Project	160,500	-	-	160,500
Transfers/Trans from Energy Eff	275,000	-	-	275,000
Transfer from General Fund	1,040,000	-	-	1,040,000
Rstrc Intgv/Spec ST Fed Grant	400,000	-	-	400,000
Rstrc Intgv/Grand Proceeds	7,500	-	-	7,500
Investment Earnings	399,640	-	-	399,640
Bond Proceeds	10,048,747	-	-	10,048,747
Comm Dev/Sale of Property	412,488	-	-	412,488
Rental Income	157,563	63,742	63,742	221,305
Other Revenues	437,089	-	-	437,089
Total Revenues	\$ 18,336,073	\$ 63,742	\$ 63,742	\$ 18,399,815
APPROPRIATIONS				
GUC Energy Improvement Program	\$ 100,000	\$ -	\$ -	\$ 100,000
West Greenville Revitalization Proj	6,102,764	63,742	63,742	6,166,506
Center City Revitalization Project	5,349,156	-	-	5,349,156
Energy Efficiency Revolving Loan Prog	550,000	-	-	550,000
4th Street Parking Garage Project	5,194,153	-	-	5,194,153
Imperial Site Project	1,040,000	-	-	1,040,000
Total Appropriations	\$ 18,336,073	\$ 63,742	\$ 63,742	\$ 18,399,815

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

Adopted this 14th day of December, 2017

P. J. Connelly, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date:
12/14/2017
Time: 6:00 PM

Title of Item: Ordinance Approving 2017-18 Capital Reserve Fund Designations

Explanation: **Abstract:** This item is to update City Council on the Capital Reserve Fund based on audited year-end results for the fiscal year ended June 30, 2017.

Explanation: Attached for Council consideration is an ordinance approving the 2017-18 Capital Reserve Fund designations as included in Budget Ordinance Amendment #5.

The following documents are attached:

1. Computation of Unassigned General Fund in Excess of the 14% Policy-

- As reflected in Budget Ordinance Amendment #5, this report reflects the calculation of the Unassigned General Fund balance in excess of the 14% reserve requirement established by City Financial Policy guidelines and the approved 2017-2018 General Fund budget expenditures, excluding Powell Bill (gas tax) funds.

2. Capital Reserve Fund - Detail of Designations –

- This report shows the Capital Reserve Fund balance that was approved by City Council on November 12, 2015, changes to those designations, and the proposed designations as of the December 14, 2017 City Council meeting.

3. Ordinance Amending the Fund -

- This document reflects the proposed projects that have been included in the Capital Reserve Fund at this time. The Local Budget and Fiscal Control Act requires that a transfer to the Capital Reserve Fund state (i) the approximate periods of time during which the monies are to be accumulated for each purpose, (ii) the approximate amounts to be accumulated for each purpose, and (iii) the sources from which monies for each purpose will be derived.

Fiscal Note:

The Capital Reserve Fund balance stands at approximately \$7,525,245 and reflects the capital project priorities of the City Council as included in Budget Ordinance Amendment #5.

Recommendation:

Approve 2017-2018 Capital Reserve Fund designations and adopt the Capital Reserve Fund ordinance.

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- 📄 [Capital Reserve Update Caculation 652347](#)
 - 📄 [Capital Reserve Designations 606168](#)
 - 📄 [Update to Capital Reserve Fund Ordinance 612543](#)
-

**Computation of 14% of Unassigned General Fund Balance
Fiscal Year 2017-2018**

	2017-2018** General Fund** Budget	Percent	Total Balance Required	Unassigned* Fund Balance	Amount Available For Transfer
2017-2018	79,081,156	14%	11,071,362	20,177,452	9,106,090

\$ **9,106,090** Amount Available for Transfer to Capital Reserve Fund (@ 14%
(3,273,487) Budget Ordinance Amendments (FY2017-2018), through November, 2017

\$ 5,832,603 Amount Available for Capital Improvement Needs
(3,750,000) Long Range Debt Plan
(750,000) Street Lights and Cameras
(1,332,603) NCDOT Projects

\$ 0 Total Adjusted Amount Available

* Audit, Exhibit C

** Excluding Powell Bill (gas tax) funds

Capital Reserve Fund - Detail of Designations - December, 2017

Purpose	Approved Designations		Interest		Proposed Designations
	November 12, 2015		Inc/(Dec)		December 14, 2017
Convention Center Project(s)	\$ 390,487		\$ -	\$ -	\$ 390,487
Dickinson Avenue Project(s)					
Dickinson Parking	\$ 1,501,266	A,B	\$ 598,734	\$ 751	\$ 2,100,751
Dickinson Avenue Streetscape	-	B	1,600,000	-	1,600,000
Subtotal Dickinson Avenue Project(s)	\$ 1,501,266		\$ 2,198,734	\$ 751	\$ 3,700,751
Transportation					
Sidewalk Construction - DOT projects	\$ 52,059		\$ -	\$ -	\$ 52,059
DOT Project - Firetower NC43 to 14th Street	-	B	187,480	-	187,480
DOT Project - Firetower 14th Street to NC33	-	B	244,389	-	244,389
DOT Project - 14 Street Widening	-	B	-	-	-
Street Signal Conversion	-	B	912,000	-	912,000
Subtotal Transportation	\$ 52,059		\$ 1,343,869	\$ -	\$ 1,395,928
Community Development					
Parking Station Reserves	\$ 30,960	C	\$ 7,119		\$ 38,079
Capital Investment Grant	50,000	D	(50,000)	-	-
Subtotal Community Development	\$ 80,960		\$ (42,881)	\$ -	\$ 38,079
Recreation and Parks					
Town Common Gateway	\$ -	B	2,000,000	-	\$ 2,000,000
Open Space for Land Banking	122,153	E	(122,153)	-	-
Subtotal Recreation and Parks	\$ 122,153		\$ 1,877,847	\$ -	\$ 2,000,000
Total	\$ 2,146,925		\$ 5,377,569	\$ 751	\$ 7,525,245

A Transfer to cover the costs of Dickinson Avenue parking lot project that will be completed.

B Transfer unrestricted fund balance above the 14% requirement for various future capital projects as identified in the long range debt plan presented in August and November, 2017 to City Council.

C Transferred additional parking revenue in fiscal year 2017 from Community Development Department.

D Transferred in fiscal year 2016 to pay for the Capital Investment Grant, from the Community Development Department.

E Transferred in fiscal year 2017 to pay for the Westside Park for Recreation and Parks Department.

Note: There is \$751 in undesignated interest that has accumulated in the Capital Reserve Fund. As of March 27, 2017, this amount has been allocated to the Dickinson Avenue Project

ORDINANCE NO. 17-
AN ORDINANCE AMENDING THE CAPITAL RESERVE FUND
FOR THE CITY OF GREENVILLE

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

Section I. The Capital Reserve Fund is amended as follows:

<u>Amount</u>	<u>Sources of Monies</u>	<u>Purpose</u>	<u>Accumulation Period</u>
\$ 38,079	General Fund	Parking Station Reserves	10 years
52,059	General Fund	Transportation – Sidewalk Construction	5 years
187,480	General Fund	DOT - Firetower NC43 to 14th St	5 years
390,487	CVA Fund	Convention Center Project (s)	10 years
244,389	General Fund	DOT - Firetower 14th St to NC33	5 years
1,600,000	General Fund	Dickinson Avenue Streetscape	5 years
912,000	General Fund	Street Signal Conversion	10 years
2,000,000	General Fund	Town Common Gateway	2 years
<u>2,100,751</u>	General Fund	Dickinson Avenue Development Project(s)	2 years
<u>\$ 7,525,245</u>			

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

Section III. This ordinance will become effective upon its adoption.

Adopted this 14th day of December, 2017.

P.J. Connelly, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date:
12/14/2017
Time: 6:00 PM

Title of Item: Discussion of 500 Feet Spacing Rule for Clubs

Explanation: Mayor Kandie Smith requested a discussion of the 500 feet spacing rule for clubs be added to the City Council agenda.

Fiscal Note: No direct cost.

Recommendation: Discuss the issue as requested by Mayor Smith.

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City of Greenville, North Carolina

Meeting Date:
12/14/2017
Time: 6:00 PM

Title of Item: Discussion of updating the ordinance for alcohol sales at the Town Common

Explanation: Mayor-Elect PJ Connelly has requested an item be added to the agenda to discuss updating the ordinance for alcohol sales at the Town Common.

Fiscal Note: No direct cost to discuss the issue.

Recommendation: Discuss the issue as requested by Mayor-Elect Connelly.

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City of Greenville, North Carolina

Meeting Date:
12/14/2017
Time: 6:00 PM

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- Title of Item:** Discussion of Adopt-a-Street litter clean-up program
- Explanation:** Mayor-Elect PJ Connelly has requested an item be added to the agenda to discuss the Adopt-a-Street program for litter removal through the city.
- Fiscal Note:** No direct cost to discuss the issue.
- Recommendation:** Discuss the Adopt-a-Street program as requested by Mayor-Elect Connelly.

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