



Agenda

Greenville City Council

April 9, 2012
6:00 PM
City Council Chambers
200 West Fifth Street

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I. Call Meeting To Order

II. Invocation - Council Member Joyner

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

- **Public Comment Period**

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

VI. Consent Agenda

1. Minutes from the February 9, 2012 City Council meeting
2. Amendment of the FY 2011-2012 budgeted position allocations for the Public Works Department, Sanitation Division, for a net reduction of one position allocation
3. Resolution accepting dedication of rights-of-way and easements for Bernice Branch Division, Revision of Lots 6,7, and 8, Section 2, and for Melody Lane
4. Supplemental agreement with the North Carolina Department of Transportation for construction of sidewalk along Red Banks Road from Charles Boulevard to Fourteenth Street

5. Contract award for Lynndale Storm Drainage Improvements Phase 1A
6. Contract with Greenville Public Access Television Corporation to continue operation of the Public Access Channel
7. Approval of a purchase order for nineteen (19) Ford Interceptor police cars
8. Capital project budget ordinance for Greenville Utilities Commission's Sanitary Sewer Outfall Rehabilitation Project - Phase III

VII. New Business

9. Presentations by boards and commissions
 - a. Affordable Housing Loan Committee
 - b. Youth Council
10. Financing of the Guaranteed Energy Savings Performance Contract
11. Preview of the City's proposed operating budget for fiscal year 2012-2013 and financial plan for fiscal year 2013-2014
12. Options for refuse and recycling collection for the Public Works Department, Sanitation Division
13. Budget ordinance amendment #9 to the 2011-2012 City of Greenville budget (Ordinance #11-038) and amendment to the Special Revenue Grant Fund (Ordinance #11-003)
14. Legislative Initiatives for the 2012 Session of the North Carolina General Assembly
15. Emergency medical service unit at Fire/Rescue Station 4
16. Contract award for the Second Intermodal Transportation Center Site Selection Study
17. North Carolina Constitutional Amendment One

VIII. Review of April 12, 2012 City Council Agenda

IX. Comments from Mayor and City Council

X. City Manager's Report

XI. Adjournment



City of Greenville, North Carolina

Meeting Date: 4/9/2012
Time: 6:00 PM

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- Title of Item:** Minutes from the February 9, 2012 City Council meeting
- Explanation:** Proposed minutes from a regular City Council meeting held on February 9, 2012, are presented for review and approval
- Fiscal Note:** No direct cost to the City
- Recommendation:** Approve the proposed minutes from the February 9, 2012 City Council meeting
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[Proposed Minutes of February 9 2012 City Council Meeting 921537](#)

OFFICIAL MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
THURSDAY, FEBRUARY 9, 2012



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

Those Present:

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

Those Absent:

None

Also Present:

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

APPROVAL OF THE AGENDA

Mayor Thomas reminded Council that at their January 21, 2012 Planning Session, they established some new standard rules for debate and would be working on and tweaking the rules for the next three months to see what works best. There would be presentations, questions and answering sessions with the presenters and debate and discussion formats. In the first round, everyone would have five minutes to discuss or to make comments, and if so desired, everyone would then have three minutes for rebuttal discussion, and then a motion would be in order. However, they did not cover amendments in the policy.

City Attorney Dave Holec stated that as adopted the Policy does follow strictly with the City of Durham model that they have five minutes and three minutes amount of time allocated and then a vote of Council in order to extend that. During discussion at the Planning Session and then when he prepared the steps of implementation of the policy, he advised the Council Members that sometimes as a frequent practice they do have multiple motions. It would be appropriate to have some additional discussions when there are additional motions. That would require an amendment to the policy. The suggested language of the policy which basically says that if there is a series of motions, each Council Member would have an additional one minute to speak relating to that motion unless the motion is the first motion or a motion to close debate. In order for Council to consider that tonight, they would have to amend the agenda to have consideration of that amendment.

Council Member Blackburn stated that it is her understanding that Council discussed this and apparently approved it, and she thought that they had approved a draft at their Planning Session. Since the Planning Session was not viewed with the same audience as this meeting would be viewed tonight, she would like to add that she did not support the policy to limit City Council debate. It is very important that when they are conducting the public's business that they have the opportunity to speak thoroughly and fully for the public. When they put a limitation such as this one on their ability to address issues, they are basically placing a gag order on conducting the business of the public. She will certainly abide by it if it is the policy of the Council, however again, she does not support this policy.

Motion made by Mayor Pro-Tem Glover and seconded by Council Member Joyner to approve the item, Consideration of an Amendment to the Newly Adopted City Council Policy on Debate at City Council Meetings, to be added immediately after the Approval of the Agenda item on tonight's agenda. Motion carried unanimously.

City Attorney Holec stated they wanted to add a closed session to the agenda for discussion of personnel.

Motion made by Mayor Pro-Tem Glover and seconded by Council Member Blackburn to add a closed session to the agenda for discussion of personnel. 4:2 vote with Council Members Joyner, Glover, Blackburn and Mercer voted in favor of the motion and Council Members Smith and Mitchell voted in opposition.

Motion was made by Council Member Joyner and seconded by Council Member Blackburn to approve the agenda as amended. Motion carried unanimously.

CONSIDERATION OF AN AMENDMENT TO THE NEWLY ADOPTED CITY COUNCIL POLICY ON DEBATE AT CITY COUNCIL MEETINGS - APPROVED

City Manager Holec stated that this is a consideration of an amendment to the newly adopted City Council Policy on Debate at City Council Meetings. Council has established a policy of five minutes for the first round of discussion then three minutes, but if Council has a series of motions on a subject matter on the agenda, then what the proposed amendment would do is open up for some additional discussion. Currently, Council would not be able to have any further discussion unless Council voted to have the further discussion. The new policy reads as follows:

Notwithstanding any other provision of this Policy, in the event more than one motion is made and seconded on a matter, each Council Member may have the floor once to comment on a pending motion, other than the first motion or a motion to call the question, for not more than one minute.

City Attorney Holec further stated that this adds the opportunity for some additional discussion and recognition of the fact that when Council has a series of motions and amendments, it may bring a different perspective to Council's discussion. Also, there may be a need for Council to clarify positions or make positions known.

Mayor Thomas asked so basically nobody can comment on an amendment the way the standard rules are currently set.

City Attorney Holec stated that is correct, unless Council votes to have some additional discussion.

Council Member Joyner made a motion to adopt the amendment to the newly adopted City Council Policy on Debate at City Council Meetings. Motion failed without a seconded motion.

Council Member Blackburn stated that she has already addressed what she feels is the problem with the policy in limiting Council's ability to do the public business. Her concern with the amendment is that what Council is considering is it allows only one minute. For those of us who have spent time on the Council, they are aware that sometimes there are several amendments and they are as complicated as the motions. One minute is not an adequate amount of time for what are often very complicated discussions and parliamentary procedures to properly address amendments which sometimes come with two or three amendments with a lot of discussion. She does not support this policy of having one minute for the discussion of amendments.

Council Member Mercer spoke in support of the amendment stating that because it improves a bad policy. Council Member Mercer further stated that for the record, his explanation for opposing this policy of time limits is that major issues that might impact this city for decades get the same time treatment as other issues. For example, there will probably be no debate about the grant of sanitary sewer easement to the Greenville Utilities Commission which is an item on the agenda tonight. However, that item would get the same amount of time as some motion that might impact this city for decades. In his opinion, it would be inappropriate and not conducive to good debate and good policy in communicating the issues to the citizens. The majority of the Council could vote to extend the debate, but if a big issue comes along and you are in the minority on that issue on the Council then you might be outvoted. Also, someone could bring up an issue in their last comment and then no one can respond to. The last person speaking could throw something that really needs responding to and it cannot be addressed. He offered a suggestion at the Planning Session that each Council Member would get one or two issues a year where they could have the prerogative of extending the debate and that did not pass. His concerns are about having adequate debate and good policy.

Council Member Joyner stated that his recollection is that Council Member Mercer recommended that Council Members would have three issues a year for extending the debate. Council Member Joyner further stated that Council copied this model from the City of Durham after Staff provided examples of what other cities were using, and the majority of the Council voted that the Durham policy was good. The Durham policy has been in use for more than one year at more than one meeting, and it seems to work for them. The whole purpose of using the Durham policy is that Council was having five or six-hour meetings, and our detailed attention to items that needed it may have been in the first hour but not at the sixth hour of meetings. Hopefully, the new policy will improve the government. Council voted to use it for three months, and if the policy does not work they can bring it back for discussion. Everybody wants good government and likes their chance at the microphone. He is as guilty of sometimes repeating himself as other Council Members are, and this policy would take that away.

Mayor Pro-Tem Glover stated that she is guilty of the same especially when there is a debate that she feels that the citizens' voices have not been heard, not necessarily to grandstand, she just speaks longer. If the concern is about what is happening in a district, it may take longer for her to explain what her district's needs are and that would help the whole City. She is in support of this policy amendment. However, in some ways, the amendment would take away the power that citizens have given to their Council Members to articulate citizens' concerns on any given issue that would be discussed by Council. If there are Council Members who feel that the policy and amendment have placed restrictions on saying what needs to be said, then Council would reevaluate it after the three-month period. They are here to articulate, to be stewards of the taxpayers' money and to make sure that what they do is for the good of the entire City.

Council Member Blackburn stated that after this round which she will be using to express her concern, theoretically, it would shut down the discussion. In any kind of intellectual forum or discussion of policy, to allow only two approaches or two shots at trying to get it right that is basically what this policy limits us to. Each Council Member gets two rounds, two chances to flesh out a policy that would affect the entire City. This is another one of her concerns that not only do they not have ample time to list and illuminate the different points, but then they only get two shots to flesh often very complicated and controversial issues especially when they have policy, planning, rezoning, and land use plan issues. Council Member Blackburn further stated that she disagrees with the policy and would offer an amendment to the policy that when there are amendments that instead of one minute they get three minutes to talk about it.

Mayor Thomas questioned whether Council would consider Council Member Joyner's motion at the beginning of the discussion before they consider an amendment.

City Attorney Holec responded that Council would finish the round of discussion and then they could have an amendment.

Council Member Mercer stated that in response to Council Member Joyner's comments, he stated that is right that he had suggested three issues a year and he did not have the votes for that so he went all the way back to one. Council Member Mercer asked what if a Council Member has a question for another Council Member and how does that count. He stated that it is an example of an overly tedious and complicated policy that his worry is going to be that it will have the affect of dampening a serious debate about big issues. This City has serious challenges and this policy does not address any of them.

Council Member Mitchell stated that when they are discussing issues technically they are not supposed to talk to each other.

City Attorney Holec stated that is correct. A Council Member is really not supposed to ask other Council Members questions. Council is debating; you do a discussion, and have the ability to ask Staff or presenters but not other Council Members.

Council Member Mitchell stated that he feels that the policy makes government more efficient. If attention was paid to the debate that Council just had, there were no new arguments brought up during the second round to change anyone's mind. In his opinion, it would prolong the amount of the time they have at the meeting. Part of the skill that they need to acquire as a representative of the public would be the art of debate; and in regards to the art to try to influence others' point of view, he feels that they cannot do that in two terms of speaking and no matter how long each Council Member talks. Again, this will make government more efficient, and may be more citizens would be able to watch the entire meeting and be more informed as opposed to Council doing City business at 1:00 a.m. or 2:00 a.m. when no one is watching the meetings anyway.

Mayor Thomas stated that regarding our agendas, they also hold the public accountable in terms of timeframes for comments. During public hearings people who speak are limited to ten and three minutes for a thirty-minute period and during public comment period, comments are limited to three minutes per person and they only get to talk once and there is no rebuttal. So the Mayor and City Council can only feel to hold themselves to the same standards that they hold to the public. Quantity does not necessary equal to quality. This policy could teach them to be more efficient in what they say and this is a reason for them to give it a shot, run a trial for a few months. If they so desire, in terms of this amendment, they could come back and reassess it in three months. It works in Durham and in other cities.

Upon being asked how many other cities have the policy, City Attorney Holec stated that four or five cities have the policy.

Motion was made by Council Member Blackburn and seconded by Council Member Smith to amend the Policy of Council Debate to read as: Notwithstanding any other provision of this Policy, in the event more than one motion is made and seconded on a matter, each Council Member may have the floor once to comment on a pending motion, other than the first motion or a motion to call the question, for not more than three minutes. Motion carried unanimously.

CONSENT AGENDA

Mr. Bowers introduced items on the Consent Agenda, reading out the title of each as follows:

1. Minutes from the November 17, 2011 City Council meeting - Approved
2. Right-of-way encroachment agreement with Pitt County Memorial Hospital, Incorporated, to construct fiber optic communication lines in a portion of the right-of-way of W. H. Smith Boulevard and Hemby Lane - Approved
3. Grant of sanitary sewer easement to Greenville Utilities Commission on the Boyd Lee Park property - Approved
4. Reimbursement resolution for Greenville Utilities Commission's Frog Level Electric Substation Improvement Project (Resolution No. 005-12)
5. Series resolution for Greenville Utilities Commission's Sterling Pointe Sewer Pump Station and Force Main Project (Resolution No. 006-12)
6. Sewer capital project budget amendment ordinance for Greenville Utilities Commission's Westside Pump Station and Force Main Project (Ordinance No. 12-006)

Motion was made by Council Member Joyner and seconded by Council Member Blackburn to approve the Consent Agenda. Motion carried unanimously.

NEW BUSINESS

ORDINANCE AMENDING ARTICLE N OF THE ZONING ORDINANCE RELATING TO SIGN REGULATIONS ASSOCIATED WITH FLAGS AND WIND BLADES – TABLED AND REFERRED BACK TO THE PLANNING AND ZONING COMMISSION

City Manager Wayne Bowers reported that a notice of public hearing was published in The Daily Reflector on January 30 and February 6, 2012 setting this time, date and place for a public hearing to consider an ordinance amending Article N of the Zoning Ordinance relating to sign regulations associated with flags and wind blades. The Planning and Zoning Commission at its January 17, 2012 meeting voted to approve the request.

Mr. Chris Padgett, Chief Planner, stated that the process that led to this text amendment began at the May 31, 2011 City Council meeting when a report on the City sign regulations was requested. The Planning Division Staff developed and presented the requested report to the City Council at their August 8, 2011 meeting. The City Council directed Staff to develop options for possible modifications to the sign standards for their review. Staff developed a list of possible options and presented it to the City Council at their September 8, 2011 meeting. Council then directed Staff to contact local sign companies to get their input on the options that had been presented. Staff met with the owners and operators of four local sign companies and received input on potential modifications, which were presented to City Council along with the sign companies' comments at the November 14, 2011 City Council meeting. This resulted in City Council voting to initiate a Zoning Ordinance text amendment that would allow the use of wind blades, but limit the number permitted and limit the number of flags with commercial messages per lot or business. That is the text amendment before the Council this evening.

Mr. Padgett stated that the current standards applicable to flags and wind blades permit flags, either with or without commercial messages, so long as each flag is no more than 100 square feet in area. There is no limitation on the number of flags that can be erected on a lot. Wind blades are not classified as flags and are temporary signs which are limited to six square feet in the area and one per lot. Because of this size limitation, effectively wind blades are prohibited in the City's zoning jurisdiction.

Mr. Padgett provided Council with a series of pictures illustrating how flags are currently being used in the City's jurisdiction including multiple flags without commercial messages attached to light poles that are interior to a lot or site which is commonly used for car dealerships throughout the community; two freestanding flags with commercial messages located in front of the parking lots along the property's street frontage; and freestanding flags with commercial messages along the front of the property. Mr. Padgett stated that all

three of those examples are currently permitted today as long as each individual flag does not exceed 100 square feet in area. Wind blades are not currently allowed. The difference between a wind blade and a flag is that a wind blade is curved at the top and the support structure is curved so that the message remains visible regardless of the wind conditions. When the wind is not blowing, a flag goes downward and the commercial message is not visible. Because of that it has effectively prohibited the use of the sign structure based on the current standards.

Mr. Padgett stated that as far as the proposed amendment is concerned, there are four provisions.

- The first provision defines a wind blade as a non self-supporting fabric or film display that is supported on one side by a pole or mast that is curved at the top so that the message is visible regardless of wind conditions. Wind blades shall be freestanding and shall not be attached to any permanent structure. Mr. Padgett displayed a picture of a wind blade that is currently being used in the community.
- The second provision states that flags without commercial messages shall be no more than 100 square feet in area. There is no limitation on the number permitted per lot, which is consistent with the existing standard. Mr. Padgett displayed pictures of an American flag and a noncommercial message with some coloration out in front of a shopping center and stated both would be permitted under this standard.
- The third provision states that flags with commercial messages that are located on functioning light poles internal to the business lot shall be no more than 50 square feet in area. There is no limitation on the number permitted per lot, and this is a reduction of what is permitted. Currently, these types of flags are permitted up to 100 square feet. Staff conducted an inventory of all these types of flags in the community and found only two which were larger than 50 square feet. These were located at a car dealership and at a separate commercial land use. If this amendment is approved, both of these sites would become nonconforming and they could continue to use those sizes of flags.
- The fourth provision is that freestanding flags with commercial messages and wind blades with or without commercial messages would be permitted as follows:
 1. At least one freestanding flag or wind blade would be permitted per lot.
 2. One freestanding flag or wind blade would be permitted for each 100 feet of lot frontage on a public or private street.

3. Each freestanding flag or wind blade shall not exceed 25 square feet in area or 12 feet in height.

Mr. Padgett stated that Staff tried to design a system wherein the number of flags used along the street frontage is based on the lot width so there is some sense of proportionality to the advertising structure. There is some give and take in this particular provision. A positive from a community appearance perspective is the limitation on the number and size of flags. The positive from the business community perspective is that there would be a new type of sign structure, the wind blade, available to the business owners which they did not have previously. Staff tried to draft the text amendment in a way that balances the rights and needs of the business community to advertise their products with the appearance objectives of the community.

Mr. Padgett displayed a picture of a single wind blade in front of a local pizza place and stated that today that is not permitted and based upon the new standard, it would be permitted. He displayed another picture of two flags out in front of a local restaurant and stated that because of the lot width, they would be eligible for two flags so that they would be permitted.

QUESTION: Is that because the lot has more than 100 feet of frontage?

ANSWER: The lot has more than 200 feet of frontage.

Mr. Padgett pointed out a final picture of multiple flags on a small lot and stated this would be prohibited based on the lot width with the number of flags along the frontage of the property.

Mr. Padgett concluded stating that the Planning and Zoning Commission reviewed this item at their January 17, 2012 meeting and voted unanimously to recommend approval to the City Council.

QUESTION: Would inflatable signs be allowed or not be allowed?

ANSWER: They are currently not permitted. The City does not allow any moving or flashing types of signs.

COMMENT: There is one located at Charles and Greenville Boulevards.

ANSWER: He has seen the one at the strip center, and Code Enforcement has not caught that one yet.

QUESTION: Are there different guidelines for inflatable displays with and without commercial messages or are none of those allowed?

ANSWER: The motion in them is prohibited by the ordinance.

Council Member Blackburn stated that it is very important for the City to have a standard of appearance, and this ordinance would make some progress in that direction.

QUESTION: Do other communities limit the number of flags without commercial messages?

ANSWER: There are communities that Staff has surveyed and it varies. Some do provide standards exactly like Greenville, and there are a couple of communities that do not regulate it at all.

QUESTION: So the City has no limits on flags without commercial messages and under the new policy the City would continue to have no limits?

ANSWER: The City has limits in that each one is limited in size to 100 square feet. There is no limitation on the total number of flags permitted per lot or business.

QUESTION: Does the City need limits on flags without commercial messages?

ANSWER: At this point, the City does not have the number of flags without the commercial messages that they have become a problem from an aesthetic perspective. Car dealerships seem to use them more often than most other land uses. Certainly, he has been in communities that did regulate flags of a variety and a lot more strictly. They have gotten some pushback in those communities particularly from people who have responded that Staff is not going to tell them how big their American flag should be. That is one consideration that they would have to think about. He feels that what is being proposed tonight is a step in the right direction of getting the handle on the flags with commercial messages. When the standards were created, it was not really thought through that someone with 50 feet of lot frontage could line up 12 or 15 of these flags with commercial messages and would really just saturate your view with commercial messages in that way.

QUESTION: Can you describe how enforcement is going to take place?

ANSWER: Enforcement would take place the same way it is currently done for 6 square foot temporary signs. Code Enforcement Officers are out scanning the community and when they see instances where wind blades and flags are located, they would identify the location, find out what the lot footage is and enforce it very similarly to how they currently do temporary signs.

QUESTION: Is this going to be an additional responsibility for our Code Enforcement Officers?

ANSWER: They already do sign enforcement for temporary signs. This is another variety of signs that they would have to take a look at.

QUESTION: How does this relate to and put any restrictions on displaying the American Flag?

ANSWER: What is being proposed here is no different than what is already on the books for the American flag. That limitation is simply as many as you want, but each flag cannot exceed a 100 square feet in area.

Council Member Mitchell stated that the only difference between the top and bottom pictures is that the flags have a curve. The bottom picture of flags which are not permanent structures and are stuck in the ground.



Mr. Padgett stated that is correct. The bottom picture displays freestanding flags and the top picture is of a freestanding wind blade. Based on how the ordinance is currently written, those two structures are completely different.

Council Member Joyner stated that before wind blades were not permitted and the flags were permitted, and people were buying wind blades and did not know the rules. A lot of the times that Code Enforcement Officers wrote a ticket, he received a telephone call. If wind blades are permitted, less enforcement would be required and it would be the same job for the Code Enforcement Officers with different requirements.

QUESTION: Are there concerns about somebody's driveways in terms of impeding viewing or cars' ingress and egress in these parking lots?

ANSWER: Site triangle requirements for driveways are always a concern for permanent structures but also for temporary structures like these types of signs. One of the recommendations that Staff brought to the full Council previously was to do an educational brochure and to start sending that out to businesses through the business license renewal process. Staff held off on that until they figured how they were going to land on this amendment so they could make those changes in the ordinance. Staff was going to add some information about site triangles as people try to erect these they will consider the safety concerns at driveways.

COMMENT: At this point, Staff is not planning to come back with a proposal of that but Staff is trying to do an educational component?

ANSWER: The City Council had approved that recommendation.

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

Council Member Joyner made a motion which was seconded by Council Member Blackburn to approve the amendment of Article N of the Zoning Ordinance.

Council Member Mitchell expressed his dislike of wind blades and stated that they are not permanently attached to a permanent structure, and the view comment is a good point. It goes beyond what is aesthetically pleasing. If you drive down Greenville Boulevard, one of the signs is erected every 100 feet or where there is permissible available space and it takes away from the character of our City. In his opinion, neither one of them should be permitted.

Council Member Blackburn stated that she agrees wholeheartedly. When this provision first came before the Council, she made a motion or it was recommended that they include the prohibition of temporary signs and she supported that prohibition. However, that provision did not have support of Council.

Council Member Mitchell made a motion which was seconded by Council Member Blackburn to approve the sign ordinance with the amendment of the elimination of wind blades and temporary flags erected in the ground.

Mr. Padgett stated there are a couple of different types of signs. Each lot is currently permitted a temporary sign and that is typically one of those metal frame yard type of signs that is installed in the ground. Today, one per lot is permitted per business. What this ordinance is talking about is limited in scope to just freestanding flags that are not attached

to anything stuck into the ground on a support post erected and wind blades. He understood that the motion is to eliminate the use of freestanding flags and wind blades.

City Attorney Holec stated that there is an issue with prohibiting the flags based upon the scope of the advertisement. The people do not know that the action proposed by Council Member Mitchell's motion is a potential action that may occur. That is something that Council may want to initiate and refer back to the Planning and Zoning Commission.

Council Member Joyner stated that beforehand when the City Council tried to amend this ordinance, they received tremendous pushback from businesses that this is the only way that helps to keep their doors open and how their bills are paid. If Council is planning to approve Staff's recommendation, they should let businesses know that, place it on the agenda and wait for the phone calls.

Mr. Padgett stated that he does have a copy of the advertisement with him but the advertisement stated that they are amending sign regulations providing standards for wind blades and flags.

City Attorney Holec stated that his concern is that if Council is establishing a prohibition on something that is previously allowed, it does not give the public enough notice that it is potentially going to occur. As far as the wind blades, since they are not currently allowed, your motion could be to amend this so that wind blades are not allowed. But as far as extending a prohibition for flags, Council would need to initiate that and refer it to the Planning and Zoning Commission.

Council Member Mitchell stated that he disagrees because when it indicates that something is being amended that means anything could happen. He asked if the City Attorney is saying that Council cannot or should not approve the amendment.

City Attorney Holec stated that the scope of the advertisement really makes that type of amendment not permissible. Council cannot do the amendment.

Council Member Mitchell made a motion which was seconded by Council Member Blackburn to approve Staff's recommendation with the change of disallowing wind blades.

Council Member Joyner stated that the whole purpose of the amendment is that most of the people who display these signs for their businesses purchased wind blades at \$200 - \$300, and spent a lot of money putting them up, and they were unaware that there is a distinction between wind blades and flags. In his opinion, if the City is going to prohibit one of them, they should have both or none of them.

Council Member Blackburn stated that wind blades are more distracting because they are fully visible. It is also fair to say that visual clutter is not necessarily an attraction for any business. It may provide the feeling of making a business more attractive, but signs that are available attract businesses and visual clutter is not something that is going to attract additional business. Wind blades are more visually cluttering than flags. That is why she supported Council Member Mitchell's amendment.

Mayor Pro-Tem Glover stated that the economy is not that good and people are exploring every idea that they possibly can to make money, and when they make money the City makes money. Before they consider eliminating wind blades and flags totally maybe there could be a limitation on when people could have them out and how many they can have. She is aware that the use of them have grown in the City, and maybe they should talk to and ask some of the people why they are using them for advertisement purposes. They are eyesores, but if this is how business owners are making money, wind blades and flags should not be totally eliminated. So many businesses are hurting and this is probably a marketing pitch that someone has sold to them and maybe it works.

Council Member Mitchell stated that often businesses have the normal signage with their business name on it placed alongside the road and on the structure and unlike wind blades which are hanging and falling over and they are in your way when you are trying to turn a corner. There is a lot of confusion surrounding them and we are trying to move toward promoting our City better. These things are a complete eyesore and do more harm than good to the appearance of our City.

Mayor Thomas stated that his concerns are blocking of the ingress and egress in driveways, people being able to see coming in and out and that is something that could be worked on from the community's standpoint, and for the flags, signs and all of it. It is a pretty drastic step to go from talking about an item to prohibiting an item and maybe tabling this item might be the best choice. This is a public hearing item and they could actually have people from businesses to come in and talk about this as well. Any time you want to prohibit something you really need to take extra care and think about it. They should not be in a hurry to take action on this without other people having an opportunity to speak.

Motion was made by Council Member Mitchell and seconded by Council Member Blackburn to approve Staff's recommendation with the amendment of disallowing wind blades. Motion failed of 3:4 vote with Council Members Mitchell, Blackburn and Mercer in favor and Mayor Thomas, Mayor Pro-Tem Glover and Council Members Smith and Joyner in opposition.

Council Member Mitchell made a motion which was seconded by Mayor Pro-Tem Glover to table the item and refer the item back to the Planning and Zoning Commission with the direction for them to review a complete ban on temporary flags and wind blades.

Council Member Blackburn said that she is not going to vote to table this item simply because she feels that this needs to move forward. It has been on the table since last September or even August. At this point, City Council needs closure on it so that our businesses can know what the standards are. Our code enforcement officers have not really been enforcing for several months now. For that reason, she will not support the tabling of this item.

Council Member Joyner stated that Council has discussed this item since May 31, 2011 which had been going one way, and now it is completely different.

Council Member Mitchell stated during previous discussions of this item, he was not on the City Council and he is bringing a new perspective here now. Council took a great direction at our planning session to move forward with economic development and to attract businesses to our area and to do that Council has to make some bold changes.

Council Member Mitchell withdrew the motion and re-stated his motion.

Motion made by Council Member Mitchell and seconded by Council Member Mercer to table the proposed amendment of Article N of the Zoning Ordinance relating to sign regulations associated with flags and wind blades, and to refer this item back to the Planning and Zoning Commission with the direction for them to review a complete ban on temporary flags and wind blades. Motion passed of 4:3 vote with Mayor Thomas, Mayor Pro-Tem Glover and Council Members Mitchell and Mercer in favor and Council Members Smith, Blackburn and Joyner in opposition.

Mr. Merrill Flood, Director of Community Development, stated that he would like to make sure that Staff understands the directions by Council.

Council Member Blackburn stated that Council tabled the item and referred it back to the Planning and Zoning Commission with the direction of them to review Council directions of 1) to continue the prohibition of wind blades and 2) to prohibit freestanding flags.

Mr. Flood stated that Staff will take that to the Planning and Zoning Commission and come back to City Council at a later date.

PUBLIC COMMENT PERIOD

Brian Rogers – Address not given.

Mr. Brian Rogers made comments and read his email dated February 2, 2012 to Mayor Thomas regarding his solution for the City's problem downtown.

"COPY"

From: Brian Rogers [mailto:brogers@ecauto.com]
Sent: Thursday, February 02, 2012 7:41 PM
To: Allen M. Thomas
Subject: You want a solution for your problem downtown, well here you go:
1. Take down the barriers.
2. Install 4 more cameras.
3. Install more lights.
4. Require any establishment that is open past 11:00pm to install metal detectors.
5. Require all pedestrians to stay out of the road.
6. No loitering of any kind, period. (Get moving and keep moving)
7. Install speed humps down 5th St. from Reade St. to Evans, down Cotanche to 3rd St.
8. Have (4) K-9 drug sniffing dogs taking turns walking the street from 9pm-3am. (You want to make riff-raff disappear, here's your solution) No more additional man power is needed, just train the officers you have and buy more dogs.

Mayor Thomas, first I want you to know I used to hang out downtown when I was at ECU. It was fun and a great social atmosphere for young folks. I believe the problem lies with the 'youth of today' in general. I'm not talking about ECU students as much as I'm talking about the youth that is currently allowed to loiter. Youth today has no respect and has grown up with the people who are supposed to care for them not caring what they do. Everybody must participate in this plan, the GPD, the City Council, the tax payers and the bar owners. Anytime you have everyone "pitch in" you normally get better results. I'll be the first one to acknowledge, I haven't a clue what metal detectors cost, I'm not sure how much 4 drug sniffing dogs would cost to buy and train and I don't know how much speed humps, lights, and cameras would be. But I do know how much it's going to cost us if we don't get this problem fixed and fix it now!! It shouldn't cost this much for safety and peace of mind, but it unfortunately has come to this. Some of these ideas are ones you are behind, I think. Let's implement this entire plan, it's time for serious commitment, it's time for you to lead and put an end to the downtown violence once and for all!!

Brian B. Rogers
East Carolina Chrysler Dodge Jeep Ram
Sales Specialist
Office 252-317-2221
Cell 252-412-1690

“COPY”

Mayor Pro-Tem Glover requested City Clerk Barwick to obtain a copy of Mr. Rogers’ email and distribute copies to the City Council.

COMMUNITIES PUTTING PREVENTION TO WORK GRANT PROJECT PROPOSAL - APPROVED

Mr. Chris Padgett, Chief Planner, stated that the Pitt County Health Department has received a \$1.3 million grant from the American Recovery and Reinvestment Act of 2009 from the National Center for Disease Control. The grant program is titled “Communities Putting Prevention to Work”, and the general purpose of the funding is to assist local health departments in the development of jurisdiction-wide plans and programs that will improve the health of citizens. The primary focus is to address the growing rates of obesity and chronic diseases such as diabetes and heart disease.

Mr. Padgett stated that the program supports the development of comprehensive strategies that impact many sectors of a community in the prevention of chronic diseases. Health officials, school administrators, health care professionals, planners, engineers, business sector representatives and others work together to address the health of the community. This blended approach creates opportunities for communities to examine policies affecting public health.

Mr. Padgett stated that the initiative partners are the City of Greenville, Town of Ayden, Town of Winterville, Pitt County, Greenville-Pitt Chamber of Commerce, Vidant Health, and Pitt County Schools. Each of those partners sent a representative to attend a three-day training which was required in November 2010, and the highest board or elected body for each partner did adopt a resolution supporting the initiative. The City Council adopted a resolution last year.

Mr. Padgett stated that the Pitt County Health Department awarded the City of Greenville \$24,000 as a part of this grant initiative. Four thousand dollars was to support hosting a symposium that brought national and regional experts on the health/built environment relationship to Greenville. The symposium was held on September 8, 2011, at the Greenville Hilton and the symposium was considered as a success by Staff.

Mr. Padgett stated that twenty thousand dollars is designated to hiring a consultant to review existing community plans and development standards from a public health perspective and to facilitate meetings with stakeholders to build consensus on policy and development standard modifications that will improve community health, design and appearance.

Mr. Padgett further stated that this is a project that Staff is about to embark on and wanted to get Council's input before initiating the Proposed Work Plan involving five steps.

Step 1:

Select a consultant to assist with the project.

- A Request for Quote (RFQ) will be developed and advertised.
- A consultant will be selected based upon qualifications.
- A professional services contract will be prepared and executed between the city and the consultant to be paid with grant funds.

Step 2:

Assemble a Work Group to meet with the consultant and staff and make recommendations related to preferred policy and/or development standard modifications that will improve community health, design and appearance.

Mr. Padgett stated that Staff is proposing a nine-member work group that would include the following:

Residential Developers (2)	Bicycle and Pedestrian Comm. Rep. (1)
Commercial Developers (2)	Community Appearance Comm. Rep (1)
Local Design Professional (1)	Neighborhood Advisory Board Rep (1)
Planning and Zoning Comm. Rep (1)	

Mr. Padgett stated that this particular group is really modeled after another work group that has been working with the Public Works Department on tree preservation standards. Staff has been involved with that process and found it to be a very well rounded environment with a lot of good ideas and with all stakeholders at the table having a meaningful discussion.

Step 3:

The consultant reviews existing plans and development standards and identifies opportunities for possible modifications that will improve community health, design and appearance.

Step 4:

The consultant facilitates meetings with the Work Group to obtain input and build consensus on policy and development standard modifications.

Step 5:

The Work Group's recommendations are presented to the Planning and Zoning Commission and City Council.

Mr. Padgett stated that Staff is really viewing this project as an opportunity to look at areas of the Comprehensive Plan and find those that are related to public health so that they might find better ways to implement them through the City's current development standards. The Comprehensive Plan clearly supports the idea of having mixed use in the community. Staff has made some attempts in the Zoning Ordinance to promote mixed-use development but they probably have not been as successful as they would like them to be. Staff would like to get stakeholders to the table to ask them what are the obstacles; are there things in the Zoning Ordinance that are barriers that Staff is unaware of that can be removed to encourage this type of development form; and are there initiatives that the City can partner with the development community to get this form of development and really pursue meaningful changes that will result in mixed-use development for the community.

Mr. Padgett concluded by saying that the Planning and Zoning Commission reviewed the Work Plan at their January 17, 2012 meeting and voted to recommend approval of the proposed work plan to the City Council.

Council Member Blackburn asked is the grant for finding ways to make sure that our City is designed in such a way as much as possible so that it will allow us to help to reduce obesity and is that the main objective.

Mr. Padgett responded that is correct.

Council Member Blackburn stated that she would imagine that this would include more sidewalks, walk ability, bike lanes, and inviting outdoors in general such as parks, recreational opportunities and that sort of thing.

Mr. Padgett responded that certainly multi-modal would be a component and conducive to healthy living, open space would be conducive to that same goal as well as a more mixed-use perhaps, a compact development pattern.

Motion made by Council Member Joyner and seconded by Council Member Blackburn to approve the "Communities Putting Prevention to Work" Grant Project Proposed Work Plan as provided herein. Motion carried unanimously.

BUDGET ORDINANCE AMENDMENT #7 TO THE 2011-2012 CITY OF GREENVILLE BUDGET (ORDINANCE #11-038) AND BUDGET ORDINANCE ESTABLISHING THE CAPITAL PROJECT FOR THE SOUTH TAR RIVER GREENWAY PHASE III (PITT ST. TO MOYE BLVD.) PROJECT - ADOPTED

Ms. Bernita Demery, Financial Services Director, stated that there are four items listed as the explanation for Budget Ordinance Amendment #7.

- A. To appropriate Federal Forfeiture funds to purchase equipment needed by the US Marshall's Service (Total - \$4,895).
- B. To reverse appropriated fund balance from Capital Reserve Fund for the Hooker Road Warehouse; funding was approved as part of the Capital Improvement Program (CIP) effective July 1, 2011 (the 2011-2015 CIP Plan). During the November 2011 City Council meeting, Council approved the appropriation of General Fund balance to cover the \$200,000 needed to complete this project; therefore, \$200,000 from Capital Reserve Fund is no longer required. (Total -\$200,000).
- C. To appropriate funds for current-year activity for Police grants with inception dates beginning prior to this fiscal year and therefore being approved by Council for appropriations during a prior year. The attached appropriations are for law enforcement equipment, improvement and technology grants. The grants have been approved for a 75/25 percent share for grant funding and local match, respectively (Total - \$363,257).
- D. To appropriate Contingency funds to pay for memorial and plaque expenses incurred on behalf of the Beatrice Maye Park (Total - 4,848).

Ms. Demery further stated that the explanation for Budget Ordinance Amendment #7 is in turn to increase the General Fund by \$395,054. In addition, the South Tar River Greenway Phase III from Pitt Street to Moye Boulevard Project has been established, and the budget for that project is \$1,184,000 with 226,000 coming from the General Fund. Staff is also amending the Capital Reserve Fund to decrease it by \$200,000 because of previous action of taking that money from the appropriated fund balance in the General Fund. Staff recommends that Council approve Budget Ordinance Amendment #7.

Council Member Smith asked Ms. Demery to explain again why the \$200,000 was taken out of the General Fund.

Ms. Demery responded that the \$200,000 was actually taken out of appropriated fund balance in the General Fund, and the money that was not transferred to the Capital Reserve Fund last year.

Motion made by Council Member Blackburn and seconded by Council Member Joyner to adopt Budget Ordinance Amendment #7 to the 2011-2012 City of Greenville budget (Ordinance #11-038) and budget ordinance establishing the capital project for the South Tar River Greenway Phase III (Pitt Street to Moye Boulevard) project. Motion carried unanimously. (Ordinance Nos. 12-007.1 and 12-007.2)

POLICY ON CONSENT AGENDA AND POLICY ON TIME LIMITATIONS ON PRESENTATIONS AT CITY COUNCIL MEETINGS - APPROVED

City Attorney Dave Holec stated that at the City Council January 21, 2012 Planning Session, there were two other policies which City Council asked to be brought forth to them for consideration. These policies are before the City Council tonight. First, there is a Policy on the Consent Agenda which Council presently uses; however, Council does not have a written Policy on the Consent Agenda. The proposed policy basically incorporates Council's existing practice which is there may be a part of the agenda designated for consent agenda items which would be placed on the Consent Agenda when the items are expected to be noncontroversial and routine. The Mayor or one of the Council Members may remove an item from the Consent Agenda so that the item would be considered individually and all of the remaining items would be voted on by a single motion.

City Attorney Holec stated that the other policy is related to time limitations on presentations at City Council meetings, and the policy that is before Council establishes those time limitations. As Council is aware, there are time limits that are established for public hearings, public comment periods and also now on the Council's debate. This proposed policy would establish time limitations on other matters. If there is a presentation by a board or commission, it is limited to seven minutes and City Council has the authority to extend the time period. If a presentation is made on any other matters, it is limited to a total of 10 minutes. However, there are exceptions because there would be matters that would require some additional time for presentation. Prior to the meeting, the City Manager may authorize a longer presentation due to the need for a detailed presentation. In addition, City Council could also vote to extend the time period. If the City Manager does extend the time period in advance when he reads the caption of the item, the City Manager would announce that there has been an extended period of time allowed for presentation on a particular issue. As always any responses to questions by Mayor or Council Members does not count toward the presentation time. Council could approve both of these policies in one motion or do them separately.

Council Member Joyner asked whether or not the City Council is supposed to have discussion first and then after the discussion make a motion.

City Attorney Holec stated that he looked at the policy which actually does not state the timing of the motion so Council can actually do the motion either up front or after discussion. The steps of implementation prepared have Council doing the discussion first and motion last, but that was a guide so Council does not have to do that. When he developed those steps, he was really taking in consideration what their normal practice has been. When Council has an item, usually the Council has discussion and debate beforehand and then after that opportunity Council would make a motion. But, Council could make the motion before or at the end of their discussion.

Council Member Joyner made a motion which was seconded by Mayor Pro-Tem Glover to approve the Policy on Consent Agenda and the Policy on Presentations at City Council Meetings.

Council Member Blackburn objected to allowing boards and commissions no more than seven minutes for their presentations to Council and stated that this also came up during their Planning Session. City boards and commissions get one shot, one chance in a year to inform the Council of what they are doing. These are very engaged boards that develop policies and provide Council with very important information, and Council Members are not able to be a part of every board and commission meeting. Their presentations are very important and seven minutes is too truncated so she would like the presentations to be set for ten minutes. Council Member Blackburn stated that she would like to make a motion for an amendment that a presentation by a board or commission would be set for ten minutes.

Council Member Joyner stated that he would accept ten minutes for board and commission presentations as a friendly amendment. Mayor Pro-Tem Glover accepted it also.

Council Member Mercer stated that ten minutes would be better than seven minutes set for a board or commission presentation, and he would be voting against this because these boards and commissions are served by citizen volunteers who give their time. Most of the boards meet once a month and sometimes there are subcommittees meetings in between the monthly meetings. Their annual reports give a summary of all of their work for the whole year, and many of them are suggesting to Council what their work plan would for the coming year. Their annual presentations are not just for the City Council, but an opportunity for different boards and commissions that work on very important matters to really get in front of the television and help educate our citizenry about what they do. He feels that putting a time limit of ten minutes would probably be not good. Council Member Mercer concluded saying frankly, once in a while, there may be a board or commission report that goes too long, but that is not the reason why our meetings are too long and

inefficient. He would be voting against the policy and feels it is a policy that is not addressing a problem.

Council Member Joyner stated that a lot of the boards and commissions meetings are already on television so that citizens can follow along. He spoke to Steve Hawley, the Public Information Officer who broadcast all of these meetings, and he said that if these boards wanted to go on television for extra time, he would allow them time to do so. If they wanted to give a thirty-minute presentation to the City on television, he would do that to give Council a ten-minute version of it. No way this is to cut them off during our meetings, and there are adequate other resources for them to get their messages out to the citizens of Greenville.

Council Member Mitchell stated that seven minutes would be enough time for a summation of what they do annually, and Council has been receiving the majority of the minutes of the meetings in their weekly packets.

The Policy on Consent Agenda is as follows:

“COPY”

GREENVILLE CITY COUNCIL
POLICY ON CONSENT AGENDA

Each regular City Council meeting may have a part of the agenda designated as the “Consent Agenda.” Items shall be placed on the Consent Agenda if they are expected to be non-controversial and routine. The Mayor or any Council Member may remove an item from the Consent Agenda so that it is considered individually at the same meeting. All items on the Consent Agenda, not removed, shall be voted on by a single motion.

This policy was adopted on February 9, 2012.

“COPY”

The Policy on Presentations at City Council Meetings is as follows:

“COPY”

GREENVILLE CITY COUNCIL POLICY
ON TIME LIMITATIONS ON PRESENTATIONS AT CITY COUNCIL MEETINGS

The presentation by a Board or Commission appearing on the agenda to make a report to City Council shall be limited to a total of no more than ten (10) minutes for all of the

persons involved in the presentation unless City Council, by a majority vote of those members present, allows a longer period of time.

The presentation to City Council on any other matter appearing on the agenda or added as an unagendaed matter to the agenda shall be limited to a total of no more than ten (10) minutes for all of the persons involved in the presentation unless the City Manager, prior to the meeting, authorizes a longer period of time due to the need for a detailed presentation or unless City Council, by a majority vote of those members present, allows a longer period of time. In the event the City Manager authorizes, prior to the meeting, a longer period of time, the City Manager shall state this prior to the beginning of the presentation.

Response to questions by the Mayor or a Council Member shall not be considered part of or count toward the presentation time.

This policy does not amend the Greenville City Council Policy on Public Hearings, the Greenville City Council Policy on Public Comment, or the Greenville City Council Policy on Council Debate.

This policy was adopted on February 9, 2012.

“COPY”

Motion approved by a 4:2 vote with Mayor Pro-Tem Glover and Council Members Blackburn, Smith, and Joyner in favor and Council Members Mitchell and Mercer in opposition.

REVIEW OF FEBRUARY 20, 2012 CITY COUNCIL MEETING

The Mayor and Council reviewed the agenda for the February 20, 2012 City Council meeting.

COMMENTS FROM MAYOR AND COUNCIL

Council Member Mitchell asked for his clarification as a new council member, was tonight's public hearing item referred to the Planning and Zoning Commission the first time of Council's discussion. He also asked was the Commission given directions on what Council wanted or was it just referred to the Commission to come up with something.

City Attorney Holec stated that there was some direction given.

Mr. Flood stated that Council's directions from the previous meetings and reports by Mr. Padgett in September or October were given to the Planning and Zoning Commission, and the Commission considered the amendment and the information from Council. It is Staff's intention to provide tonight's information in a summary form to the members of the Planning and Zoning Commission for their consideration of the directions.

Council Member Mitchell stated that Council's directions given tonight were never thought of before at previous meetings.

Mr. Flood responded that is correct. The directions previously from the City Council included the limitation on the flags and consideration of the number of wind blades versus freestanding signs.

Council Member Mitchell stated that Council received a memorandum about the inspection of the maintenance facility at the Recreation and Parks Department and something needs to be done there, and he thanked the Public Works Department for doing that. Also, for his clarification, Council will be going in closed session shortly because apparently someone asked to talk about it in closed session. It is his understanding that Council can either take action or go in closed session for discussion.

City Attorney Holec stated that there have been some developments that need to be discussed in closed session since the most recent information given to City Council.

Council Member Blackburn invited citizens to participate in Greenville Community Tree Day by helping Releaf and the City as a joint effort to plant trees on Saturday, February 11, 2012 from 9:00 a.m. to 12:00 Noon at the Moyewood Cultural and Recreation Center, 1710 West Third Street. The Releaf volunteers do so much good work in our community, and citizens often see the trees that they have planted which include trees that are donated in the memory of someone. They are healthy trees enhancing the community and are not saplings being planted.

Council Member Blackburn thanked Delta Sigma Theta Sorority for inviting her to be a talent judge at the Miss Jabberwock and Little Miss Jabberwock talent competition on Saturday, February 4, 2012. It was such a wonderful event and an honor for her to see these fine young ladies, their talent and so much promise, hope and enthusiasm. This was Council Member Smith's sorority's event and she invited her to participate. It was a great opportunity and an evening that she really enjoyed.

Mayor Pro-Tem Glover stated that the Lucille W. Gorham Intergenerational Center Advisory Board met today, and City Attorney Dave Holec was in attendance. The Advisory

Board is made up citizens and stakeholders in the community, and they talked about more big changes to come for West Fifth Street. There is a meeting scheduled Monday, February 13, 2012 from 6:00 p.m. to 8:00 p.m. at the Lucille W. Gorham Intergenerational Center, 1100 Ward Street, in the classroom building. Mr. Jimmie Jones, Chairperson of the Advisory Board, asked that members of the C. M. Eppes Alumni come and support the Streetscape. The first phase of it is very beautiful and when riding into the City at night, it is visible down West Fifth Street. The Advisory Board would like to receive feedback from all interested people including the ones who grew up in West Greenville and are living somewhere else and historians. The Board will be considering doing something related to midwives.

Mayor Pro-Tem Glover congratulated Mr. Earl Phipps on his appointment as Police Chief of the Village of Pinehurst, North Carolina. Mayor Pro-Tem Glover stated that Chief Phipps, an International Police Mountain Bike Association certified cyclist, would like for his officers to be trained in bike riding as well. One of his plans is to implement a bike patrol throughout the village in March to allow for more police visibility and better interaction between residents and the police officers. Captain Sauls did a good job in training Mr. Phipps during his employment with the City as a police lieutenant, and she is proud of him being appointed as Police Chief in the Village of Pinehurst.

Mayor Pro-Tem Glover stated that the Lucille W. Gorham Intergenerational Center is having problems with providing snacks for children who attend the afterschool programs. The Center's funding is just for the 21st Century Program and there is not enough money allocated in that grant to buy the snacks for the kids. Donations of snacks or funds for the purchase of snacks for approximately 100 kids can be made by calling the Center at (252) 378-5800.

Mayor Thomas stated that the City had received a lot of publicity because of the 30 plus all over Eastern Carolina fast food robberies. Mayor Thomas recognized and commended the outstanding job of the Greenville Police Department Investigation Units' involvement with apprehending the suspects, and especially closing a loop on these robberies and taking some bad folks off the street. There is much appreciation of the hard work that they continue to do.

Mayor Thomas stated that the Fire Educators annual conference (North Carolina Fire and Life Safety Education Conference) was held in Greenville earlier this week. They should not take these events lightly because firefighters from most of the eastern and western part of the State attended this conference and got a great chance to spend their money and some time in Greenville. Annually, Greenville is considered as one of the three host sites for their event, and he was glad that they were here and to be part of their ceremony.

Mayor Thomas further stated that regarding our theme for economic development and growth, it was wonderful to be with the groups in attendance at the Chamber of Commerce Economic Summit at The Hilton on Wednesday, February 8, 2012. The University, Vidant Health, top manufacturers, and the economic developer component regionally across the County and within the City were there as well as the energy to come together for economic development in this community. There are great large economic engines in Greenville with Vidant Health, the University and some other large groups. However, we are aware that the bringing in of new industry, retention of what the City has and to help them with their growth, and to foster new growth is enormously important. These are essential in order to be able to convince our young people to stay in Greenville and Pitt County and to continue to make Greenville the economic engine for Eastern North Carolina. Mayor Thomas concluded by saying that it was a pleasure to be a part of the Summit. After talking with Ms. Suzanne Sartelle of the Chamber of Commerce, that is going to be a catalyst for the City of Greenville to work with the County and these groups and they are excited about it.

CITY MANAGER'S REPORT

City Manager Bowers stated that as part of the Economic Development Summit they looked at the City's strength and weaknesses, and there were certainly a lot more strengths than weaknesses. That was a good commentary on our efforts to economic development that should have a good start to more cooperation.

City Manager Bower reminded Council that a special City Council meeting is scheduled for Thursday, February 16, 2012 at 6:00 p.m., in Third Floor Conference Room 337 at City Hall where Council will review the proposals for the City Manager executive search firms.

CLOSED SESSION

Motion was made by Council Member Joyner and seconded by Council Member Blackburn to enter closed session pursuant to G.S. §143-318.11 to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. Motion carried unanimously. Mayor Thomas declared the City Council in closed session at 8:42 p.m.

Upon conclusion of closed session discussion, motion was made by Council Member Joyner and seconded by Council Member Mercer to return to open session. Motion carried unanimously, and Mayor Thomas returned the City Council to open session at 9:13 p.m.

Upon reconvening the meeting in the City Council Chambers, Council Member Joyner moved to designate Thomas M. Moton, Jr. as the Interim City Manager for the City of Greenville effective March 1, 2012, subject to terms stated in the document entitled "Terms of Designation of Thomas M. Moton, Jr. as Interim City Manager." Council Member Mitchell seconded the motion which passed by a vote of 5:1 with Mayor Pro-Tem Glover casting the dissenting vote.

ADJOURNMENT

Motion was made by Council Member Joyner and seconded by Council Member Smith to adjourn the meeting. Motion carried unanimously. Mayor Thomas declared the meeting adjourned at 9:15 p.m.

Respectfully submitted,



Polly Jones
Deputy City Clerk



City of Greenville, North Carolina

Meeting Date: 4/9/2012
Time: 6:00 PM

Title of Item: Amendment of the FY 2011-2012 budgeted position allocations for the Public Works Department, Sanitation Division, for a net reduction of one position allocation

Explanation: The City Council approved the new position classification of Sanitation Operations Supervisor at the March 8, 2012, City Council meeting. It was staff's intention to eliminate one budgeted position allocation of Sanitation Crew Leader I and one budgeted position allocation of Refuse Collector, and then add one newly budgeted position allocation for the Sanitation Operations Supervisor. This would result in a net reduction of one budgeted position allocation for the Sanitation Division for the remainder of this fiscal year. The salaries of the two eliminated positions (both are vacant) would be sufficient to fund the new position at no added expense. The previous agenda item added the position allocation for the new position, but did not reduce the two other position allocations, which resulted in a net increase of one position. This item will accomplish that action.

BUDGETED POSITION ALLOCATION: SANITATION DIVISION/PUBLIC WORKS DEPARTMENT			
<i>Position Allocations</i>	<i>Current Number of Positions</i>	<i>Revised Number of Positions</i>	<i>Net Change</i>
Sanitation Operations Supervisor	0	1	+1
Sanitation Crew Leader I	18	17	-1
Refuse Collector	42	41	-1
Division Total	73	72	-1

Fiscal Note: Current personnel budget will remain unchanged.

Recommendation: Delete one Sanitation Crew Leader I position allocation and delete one Refuse

Collector position allocation within the Sanitation Division of the Public Works Department.

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Attachments / click to download



City of Greenville, North Carolina

Meeting Date: 4/9/2012
Time: 6:00 PM

Title of Item: Resolution accepting dedication of rights-of-way and easements for Bernice Branch Division, Revision of Lots 6,7, and 8, Section 2, and for Melody Lane

Explanation: In accordance with the City's Subdivision regulations, right-of-ways and easements have been dedicated for Bernice Branch Division, Revision of Lots 6,7, and 8, Section 2, and for Melody Lane (Map Book 75 at Page 28). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plat showing the rights-of-way and easements is also attached. This acceptance and dedication is the final step in the completion of the first section of Melody Lane that was constructed to allow traffic access to the area after the closing of the Dudley Street railroad crossing. Through an agreement with the North Carolina Department of Transportation Rail Division, CSX and Norfolk Southern Railroad, the Dudley Street Railroad crossing closure was one of a total of five closures completed. The Dudley Street crossing was also one of three CSX crossings which were required to be closed to obtain a new crossing at Thomas Langston Road (now Regency Boulevard).

Fiscal Note: Funds for the maintenance of these rights-of-way and easements are included within the fiscal year 2011-2012 budget.

Recommendation: Adopt the attached resolution accepting dedication of rights-of-way and easements for Bernice Branch Division, Revision of Lots 6,7, and 8, Section 2, and for Melody Lane

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 [Bernice Branch Melody Lane Map](#)

 [April 2012 Right of Way Resolution 922309](#)

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:

Bernice Branch Division; Revision
of Lots 6, 7 & 8, Section 2 and
Dedication of Right of Way for Melody Lane

Map Book 75

Page 28

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 9th day of April, 2012.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

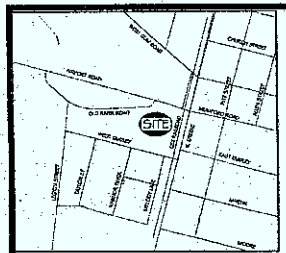
NORTH CAROLINA
PITT COUNTY

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

WITNESS my hand and official seal this the 9th day of April, 2012.

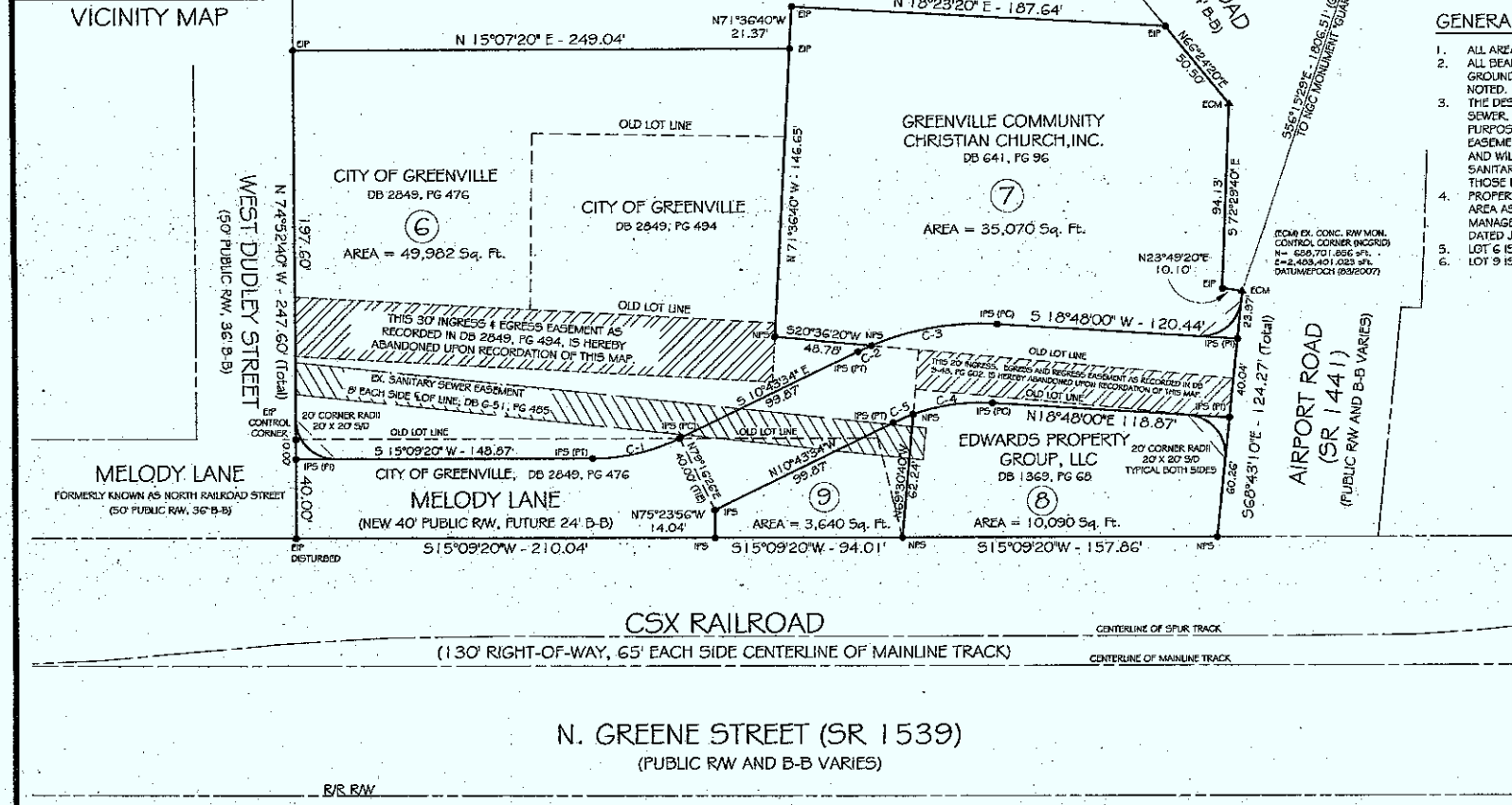
Notary Public

My Commission Expires:



J.T. HOBBY & SON, Inc.
 BEING LOT 5 OF THE REDIVISION OF LOTS 3, 4 & 5
 BERNICE BRANCH DIVISION, SECTION 2,
 DB 1797, PG 879, MB 41, PG 82

CURVE	BEARING	CHORD	RADIUS
C-1	S 02°12'55"W	44.78'	100.00'
C-2	S 02°11'33"E	7.42'	140.00'
C-3	S 05°34'13"W	24.09'	140.00'
C-4	S 07°08'05"W	40.38'	100.00'
C-5	S 07°36'43"E	10.87'	100.00'

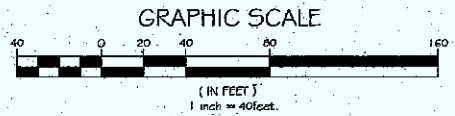


- GENERAL NOTES**
- ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
 - ALL BEARINGS ARE NC GRID; ALL DISTANCES ARE GROUND MEASUREMENTS UNLESS OTHERWISE NOTED.
 - THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENT. THE EASEMENTS ARE NOT EXCLUSIVE AND WILL PERMIT THE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
 - PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. REF: FIRM 3720468800J, DATED JANUARY 2, 2004.
 - LOT 6 IS TO BE CONVEYED TO THE OWNER OF LOT 7.
 - LOT 9 IS TO BE CONVEYED TO THE OWNER OF LOT 8.

- LEGEND**
- ▲ - NGS CONTROL MONUMENT
 - - ECM - EXISTING CONCRETE MONUMENT
 - - IPS - IRON PIPE SET
 - IP— - EXISTING IRON PIPE
 - - NPS - NO POINT SET
 - PC - POINT OF CURVATURE
 - PT - POINT OF TANGENCY
 - PI - POINT OF INTERSECTION

SURVEYORS CERTIFICATION
 I, BILLY LEE MERRILL, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTIONS RECORDED IN BOOKS REFERENCED HEREON). THAT THE RATIO OF PRECISION FOR TRADITIONAL SURVEY METHODS IS 1: 20,000; THAT THE GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS WERE PERFORMED TO THE GEOSPATIAL POSITIONING ACCURACY STANDARDS, PART 2: STANDARDS FOR GEODETIC NETWORKS AT THE CLASS "A" ACCURACY CLASSIFICATION (85% CONFIDENCE) AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE GPS SURVEY:
 POSITIONAL ACCURACY: 0.07 FEET ± SOPRFA
 TYPE OF GPS FIELD PROCEDURE: RTK NETWORK
 DATES OF SURVEY: JULY 26-27, 2011
 DATUM / EPOCH: NAD83/2011, NAVD 83
 PUBLISHED / FIELD CONTROL MONUMENTS USED: "GUARD", "MUMFORD", "LUTION", "MIDDLE"
 GEOID MODEL: GENUIN 55
 CORRECTED GRID FACTOR: 0.99999460
 UNITS: US SURVEY FOOT
 THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.
 I, FURTHER CERTIFY PURSUANT TO G.S. 47-30 (K) (1)(a), THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
 WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS 10th DAY OF SEPTEMBER, 2011.
 SIGNED: *Billy Lee Merrill*
 PROFESSIONAL LAND SURVEYOR No. L2956

N. GREENE STREET (SR 1539)
 (PUBLIC RW AND B-B VARIES)



SITE DATA

NUMBER OF LOTS CREATED	4
TOTAL AREA	118,702 SQ. FT.
AREA IN STREET RIGHT OF WAY	19,916 SQ. FT.
AREA IN PARKS, RECREATION AREAS	0.00 ACRES



FINAL PLAT
BERNICE BRANCH DIVISION
 REVISION OF LOTS 6, 7 & 8, SECTION 2,
 AND DEDICATION OF RIGHT OF WAY FOR MELODY LANE
 GREENVILLE, GREENVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

PROPERTY OWNERS:
 CITY OF GREENVILLE
 200 W. FIFTH STREET
 P.O. BOX 7207
 GREENVILLE, NC 27835
 252-329-4432

GREENVILLE COMMUNITY CHRISTIAN CHURCH, Inc.
 P.O. BOX 968
 GREENVILLE, NC 27835
 252-752-5683

EDWARDS PROPERTY GROUP, LLC
 2466 OLD POOLE ROAD
 KINSTON, NC 28504
 252-527-3178

City of Greenville
 Public Works Engineering
 1500 BEATTY STREET
 GREENVILLE NC, 27834
 (252) 329-4467

SURVEYED: BLM APPROVED: SG
 DRAWN: BLM DATE: 8/12/11
 CHECKED: TC SCALE: 1" = 40'

NC REGISTRATION NO. L2956

SOURCE OF TITLE
 THIS IS TO CERTIFY THAT THE LAST INSTRUMENTS IN THE CHAIN OF TITLE OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA ARE:
 DEED BOOK 1396 PAGE 068
 DEED BOOK 2048 PAGE 476, 484
 DEED BOOK 641 PAGE 036
 MAP BOOK 30 PAGE 026

OWNERS STATEMENT
 THIS IS EVIDENCE THAT THIS SUBDIVISION IS UNDER A RESERVE.
 SIGNED: *Ways Bowen*
 SIGNED: *Chris P. Bost*
 SIGNED: *Andrew C. Bradley*
 SWORN AND SUBSCRIBED BEFORE ME THIS 21st DAY OF October
 NOTARY PUBLIC, MY COMMISSION EXPIRES 09/21/2018

APPROVAL
 THIS FINAL PLAT NO. 11-28 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THIS 14th DAY OF SEPTEMBER, 2011.
 SIGNED: *Andrew Shroyer*
 SUBDIVISION ADMINISTRATOR

DEDICATION
 WE THE UNDERSIGNED HEREBY ACKNOWLEDGE THIS PLAT AND ALLOTMENT TO BE THEIR FREE ACT AND DEED, AND HEREBY DEDICATE TO PUBLIC USE AS STREETS, PARKS, PLAYGROUNDS, OPEN SPACES AND EASEMENTS FOR EVER ALL AREAS AS SHOWN OR SO INDICATED ON SAID PLAT.
 SIGNED: *Ways Bowen*
 SIGNED: *Chris P. Bost*
 SIGNED: *Andrew C. Bradley*
 ATTEST: *Andrew Shroyer*

REVIEW OFFICER'S CERTIFICATE
 I, *Andrew Thomas*, REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
 SIGNED: *Andrew Thomas*
 REVIEW OFFICER
 DATE: 10/31/11



City of Greenville, North Carolina

Meeting Date: 4/9/2012
Time: 6:00 PM

Title of Item: Supplemental agreement with the North Carolina Department of Transportation for construction of sidewalk along Red Banks Road from Charles Boulevard to Fourteenth Street

Explanation: City staff has requested a time extension on the original municipal agreement with the North Carolina Department of Transportation (NCDOT) for the Safe Routes to School grant to construct sidewalk along Red Banks Road from Charles Boulevard to Fourteenth Street. The agreement includes full funding from NCDOT to construct approximately 4300 linear feet of 5' wide concrete sidewalk along the south side of Red Banks Road from Charles Boulevard to Fourteenth Street. The extension of time was necessary to update the original construction plans and specifications to comply with new American with Disabilities Act (ADA) guidelines, as well as awaiting a final resolution of the Federal Wage Rate requirements. Once bids were received, staff found it necessary to extend the contract start date due to seasonal conditions. The original municipal agreement expired on February 8, 2012. This supplemental agreement extends the project completion time to June 22, 2012. The contractor's scheduled completion date is April 13, 2012.

Fiscal Note: No fiscal impact associated with the supplemental agreement.

Recommendation: City Council approve the Supplemental Agreement with NCDOT for construction of sidewalk along Red Banks Road from Charles Boulevard to Fourteenth Street.

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

Attachments / click to download

[Red Banks Sidewalk Supplemental Agreement](#)

NORTH CAROLINA
PITT COUNTY

SUPPLEMENTAL AGREEMENT

DATE: 3/6/2012

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: SR-5001AA

AND

WBS ELEMENTS: ROW 40924.2.1

CON 40924.3.26

CITY OF GREENVILLE

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department", and the City of Greenville, hereinafter referred to as the "Municipality."

WITNESSETH:

WHEREAS, the Department and Municipality on 2/8/2010, entered into a certain Locally Administered Project Agreement for the original scope: construction of approximately 4,300 linear feet of sidewalk along the south side of Red Banks Road from Charles Boulevard to 14th Street, including the installation or upgrading of approximately 19 curb ramps, programmed under Project SR-5001AA; and

WHEREAS, the Department and the Municipality have mutually agreed to extend the completion date for the Project,

NOW THEREFORE, the parties wish to supplement the aforementioned Agreement whereby the following provisions are amended:

RESPONSIBILITIES

The Municipality shall complete the Project by June 22, 2012.

TITLE VI

The Municipality shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs and activities of any recipient of Federal assistance.

By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

Except as hereinabove provided, the Agreement heretofore executed by the Department, and City of Greenville on 2/8/2010, is ratified and affirmed as therein provided.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the City of Greenville by authority duly given.

ATTEST: CITY OF GREENVILLE
BY: _____ BY: _____
TITLE: _____ TITLE: _____
DATE: _____ DATE: _____

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Approved by _____ (Governing Board) of the City of Greenville as attested to by the signature of _____, Clerk of the _____ (Governing Board) on _____ (Date)

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

City of Greenville

DEPARTMENT OF TRANSPORTATION

BY: _____

(STATE HIGHWAY ADMINISTRATOR)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)



City of Greenville, North Carolina

Meeting Date: 4/9/2012
Time: 6:00 PM

Title of Item: Contract award for Lynndale Storm Drainage Improvements Phase 1A

Explanation: Bids for the Lynndale Storm Drainage Improvements Phase 1A were opened on February 29, 2012. The bid summary is attached. Lanier Construction Company of Snow Hill, NC, submitted the lowest responsive bid in the amount of \$402,536.25.

The improvements include replacing 400 linear feet of undersized outfall pipe across Queen Anne Road in the Lynndale Subdivision, headwalls, grading, and residential driveway replacement after improvements are completed. Excavation for the pipe will remove portions of the driveways on all four properties abutting the project which are in the easement.

Fiscal Note: The Stormwater Fund will pay for these improvements. The proposed budget for this project, including a 15% contingency, is \$462,917.00. Although this amount exceeds the originally planned budget, there is sufficient funding available in the project account. Staff is also working with the low bidder to value engineer the project to lower the overall project cost.

Recommendation: City Council award a construction contract for the Lynndale Storm Drainage Improvements Phase 1A to Lanier Construction Company for \$402,536.25.

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

Attachments / click to download

[Lynndale Drainage 1A Bid Award Agenda Item 923194](#)

Lynnndale Storm Drainage Improvements Phase 1A

BID SUMMARY SHEET
City of Greenville, North Carolina
Engineering Division

Bid Opening: February 29, 2012 @ 2:00pm

Contractor	Rec'd Addendum 1 & 2		5% Bid Bond		M/WBE Submitted		NCA Form Submitted		Total Base Bid
	Yes	No	Yes	No	Yes	No	Yes	No	
LANIER CONSTRUCTION COMPANY	X		X		X		X		\$402,536.25
HINE SITEWORK	X		X		X		X		\$483,362.00
E. R. LEWIS CONSTRUCTION	X		X		X		X		\$574,335.16



City of Greenville, North Carolina

Meeting Date: 4/9/2012
Time: 6:00 PM

Title of Item: Contract with Greenville Public Access Television Corporation to continue operation of the Public Access Channel

Explanation: The City of Greenville contracted with Greenville Public Access Television Corporation (GPAT), a 501(c)(3) corporation, in 2006 to operate a public access cable television channel (channel 23) on behalf of the City. City Council amended the contract in 2008 and has since voted to extend the contract twice. The current contract is set to expire on June 30, 2012.

City staff has worked on an agreement with GPAT's Board of Directors to continue operation of the channel in the public interest under similar terms as those agreed to in a 2008 amendment with a few minor technical changes.

Fiscal Note: \$33,000 is provided in the proposed FY 2012-2013 budget, and an additional \$33,000 is provided in the proposed FY 2013-2014 financial plan.

Recommendation: Approve and authorize the Interim City Manager to sign the contract.

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

Attachments / click to download

[Proposed GPAT 2012 contract 921945](#)

**NORTH CAROLINA
PITT COUNTY**

AGREEMENT

THIS AGREEMENT, made and entered into this the ___ day of April, 2012, by and between the City of Greenville, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, Party of the First Part and hereinafter sometimes referred to as the CITY, and Greenville Public Access Television Corporation, a North Carolina nonprofit corporation, Party of the Second Part and hereinafter sometimes referred to as GPAT;

WITNESSETH

WHEREAS, the CITY desires to provide support for the use of a public access channel provided pursuant to federal law and the franchise agreement with the company which operates a cable television system within the corporate limits of the CITY; and

WHEREAS, GPAT has indicated its interest in continuing to serve the community by operating the public access channel by providing public access programming and services.

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

1) SCOPE OF SERVICES. In exchange for the funding provided by the CITY to GPAT pursuant to this Agreement, GPAT shall provide the following services:

A. Operate Public Access Cable Channel. Operate the public access channel for public access programming purposes, with the primary purpose being to administer, coordinate, and assist those requesting access on a non-discriminatory basis.

B. Provide Equal Access. Provide access to the use of the equipment, facilities, channels, and services relating to the public access channel on a non-discriminatory basis to all members of the community for non-commercial programming purposes, whether individuals, groups, or organizations, on a first-come, first-served non-discriminatory basis, pursuant to operating rules promulgated by GPAT.

C. Operating Policies and Procedures. Implement policies and procedures for use and operation of the public access equipment, facilities, and channel and file such policies and procedures with the CITY.

D. Compliance with Laws, Rules, and Regulations. Administer the public access channel and facilities in compliance with applicable laws, rules, and regulations.

E. Cablecast. Provide for the cablecasting of programs on the public access channel. Programming must be on the public access channel at all times except when there are technical difficulties and/or acts of nature that prohibit it provided that in no event shall there be no cablecasting of programs on the public access channel for a period of two hundred forty (240) consecutive hours or a total of three hundred sixty (360) hours in any thirty (30) day period unless approved by the CITY and GPAT. Programming includes video and billboard/powerpoint but does not include screen savers. Other than the time utilized for Classic Arts Showcase programming, at least seventy five percent (75%) of the time utilized for programming on the public access channel must originate from residents of Greenville or nonprofit entities from Greenville. Classic Arts Showcase programming shall be a minimum of fourteen (14) hours per week and on a regular schedule as determined by GPAT. A daily schedule of programming on the public access channel will be generated and included as part of the daily billboard portion of the programming on the public access channel.

F. Maintenance of Equipment. Provide regular maintenance and repair of all video equipment purchased with funds received pursuant to this Agreement and/or donated, loaned, or leased to GPAT by the CITY.

G. Promotion. Promote the use and benefit of the public access channel and facilities to cable subscribers, the public, public access users, and nonprofit entities. Particular emphasis will be placed on promotion to nonprofit entities located in Greenville and Pitt County so as to make them aware of GPAT's presence and the benefits of having their videos on the public access channel.

2) **CHANNEL OPEN TO PUBLIC**. GPAT agrees to keep the public access channel open to all potential users regardless of their viewpoint, subject to Federal Communications Commission regulations and other relevant laws. Neither the CITY nor GPAT shall have the authority to control the content of programming placed on the public access channel so long as such programming is lawful. Provided that, nothing herein shall prevent GPAT or the CITY from producing or sponsoring programming, prevent GPAT or the CITY from underwriting programming, or prevent the CITY or GPAT from engaging in activities designed to promote production of certain types of programming or use by targeted groups as consistent with applicable law and rules for use of the channel. GPAT may develop and enforce policies and procedures which are designed to promote local use of the channel and make programming accessible to the viewing public, consistent with such time, manner and place

Item # 6

regulation as are appropriate to provide for and promote use of the public access channel, equipment and facilities.

3) INDEMNIFICATION. GPAT shall indemnify, defend, and hold harmless the CITY, its officers, agents, and employees and volunteers from and against any and all claims, suits, actions, causes of action, losses, damage, or liabilities of any kind, nature or description, including payment of litigation costs and attorneys' fees, brought by any person or persons for or on account of any loss, damage or injury to person, property or any other interest, tangible or intangible, sustained by or accruing to any person or persons, howsoever the same may be caused, directly or indirectly arising or resulting from any alleged acts or omission of GPAT, its officers, employees, agents or subcontractors arising out of or resulting from the performance of this Agreement.

GPAT shall indemnify and hold harmless the CITY, its officers, agents, employees and volunteers from and against any and all claims or other injury, including costs of litigation and attorneys' fees, arising from or in connection with claims or loss or damage to person or property arising out of the failure to comply with any applicable laws, rules, regulations or other requirements of local, state or federal authorities, for claims of libel, slander, invasions of privacy, or infringement of common law or statutory copyright, for breach of contract or other injury or damage in law or at equity which claims, directly or indirectly, result from GPAT's use of channels, funds, equipment, facilities or staff granted under this Agreement or the franchise agreement.

The CITY shall indemnify, defend, and hold harmless GPAT, its officers, agents and employees from and against any and all claims, losses, liabilities, or damage including payment of reasonable attorneys' fees arising out of or resulting from the performance of this Agreement, caused in whole or part by any act or omission of the CITY.

4) COPYRIGHT CLEARANCE. Before cablecasting video transmissions, GPAT shall require all users to agree in writing that they shall make all appropriate arrangements to obtain all rights to all material cablecast and clearances from broadcast stations, networks, sponsors, music licensing organizations' representatives, and without limitation from the foregoing, any and all other persons as may be necessary to transmit its or their program material over the public access channel that is operated and managed by GPAT. GPAT shall maintain for the applicable statute of limitations for CITY's inspection, upon reasonable notice by CITY, copies of all such user agreements.

5) **COPYRIGHT AND OWNERSHIP.** GPAT shall own the copyright of any programs which it may choose from time to time to produce. The copyright of programming produced by the public shall be held by such person who produces said programming.

6) **DISTRIBUTION RIGHTS.**

A. GPAT shall require that all programs produced with funds, equipment, facilities, or staff provided under this Agreement shall be distributed on the channel whose use is authorized by this Agreement. This requirement shall not be interpreted to restrict other distribution (beyond distribution on the channel authorized by this Agreement), so long as such other distribution is consistent with any pertinent guidelines established in the public access operating policies and procedures.

B. At the end of each program cablecast on the public access channel whose use is authorized by this Agreement, GPAT shall display a credit for at least three seconds stating that “Partial funding for the operation of this channel is provided by the City of Greenville” except in the case of technical difficulties. Such credit shall also state that opinions expressed in public access programs are the sole responsibility of the program producers, and not the City.

7) **EQUIPMENT AND FACILITIES.**

A. GPAT shall be responsible for maintenance of all equipment and facilities purchased with funds provided pursuant to this Agreement.

B. GPAT shall own all equipment and facilities acquired by it and purchased with funds received pursuant to this Agreement, except that upon termination or non-renewal of this Agreement all such equipment or facilities purchased with funds received pursuant to this Agreement shall be transferred to the CITY.

C. Upon the dissolution of GPAT, it shall, subject to the approval of the CITY, transfer all assets of GPAT representing equipment and facilities purchased with funds provided pursuant to this Agreement, and/or the proceeds of either to the CITY, or at the CITY’s option, to such organizations designated by the CITY to manage access which shall at the time qualify as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code (or the corresponding provisions of any future United States Internal Revenue Law).

8) **INSURANCE.** GPAT shall maintain in full force and effect at all times during the term of this Agreement insurance as required by this Section. The cost of such insurance shall be borne by GPAT and may be included in GPAT’s annual budget.

A. Comprehensive Liability Insurance. Comprehensive liability insurance, including protective, completed operations and broad form contractual liability, property damage and personal injury coverage, and comprehensive automobile liability including owned, hired, and non-owned automobile coverage. The limits of such coverage shall be: (1) bodily injury including death, \$1,000,000 for each person, each occurrence and aggregate; (2) property damage, \$1,000,000 for each occurrence and aggregate.

B. Equipment Insurance. Insurance shall be maintained on all equipment and facilities, including fixtures, funded in whole or in part under this Agreement to replacement cost. The insurance shall include, at a minimum, insurance against loss or damage beyond the user's control, theft, fire or natural catastrophe.

C. Workers' Compensation. Workers' Compensation Insurance and Employer's Liability with limits as required by North Carolina law upon the employment of any individual as an employee of GPAT.

D. Cablecaster's Errors And Omission Insurance. Insurance shall be maintained to cover the content of productions which are cablecast on the public access channel in, at minimum, the following areas: libel and slander; copyright or trademark infringement; infliction of emotional distress, invasion of privacy; plagiarism; misuse of musical or literary materials. This policy shall not be required to cover individual access producers.

E. City as Co-Insured Or Additional Insured. The CITY shall be named as a co-insured or additional insured on all of the aforementioned insurance coverages. The policies shall provide that no cancellation, major change in coverage or expiration may be affected by the insurance company of GPAT without first giving the CITY thirty (30) days written notice prior to the effective date of such cancellation or change in coverage. Any insurance or self-insurance maintained by the CITY, its officers, agents, employees, or volunteers shall be in excess of the GPAT insurance and shall not contribute to it.

F. Notification Of Coverage. GPAT shall file with the CITY proof of insurance coverage as required by the provisions of this Section.

9) NON-DISCRIMINATION IN EMPLOYMENT AND SERVICE.

A. GPAT shall not discriminate against any person, employee or applicant for employment or subcontractor on the basis of race, color, creed, religion, sex, sexual preference, marital status, ancestry, national origin or physical or mental handicap.

B. GPAT shall not discriminate in the delivery of services on the basis of race, color, creed, religion, sex, sexual preference, marital status, ancestry, national origin or physical or mental handicap.

10) INDEPENDENT CONTRACTOR. It is understood and agreed that GPAT is an independent contractor and that no relationship of principal/agent or employer/employee exists between the CITY and GPAT. If in the performance of this Agreement any third persons are employed by GPAT, such persons shall be entirely and exclusively under the control, direction and supervision of GPAT. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment shall be determined by GPAT and the CITY shall have no right or authority over such persons or terms of employment.

11) ASSIGNMENT. Neither this Agreement nor any interest herein shall be assigned or transferred by GPAT, except as expressly authorized in writing by the CITY.

12) ANNUAL REPORT. Prior to September 1 of each year, GPAT shall submit to the CITY an annual report for the preceding fiscal year (July 1-June 30). This report shall contain, at a minimum, the following information:

- A. Statistics on programming and services provided including but not limited to the following:
 - 1. Amount of programming (number of programs and total time);
 - 2. Types of programming with a breakdown of the numbers and percentages of each;
 - 3. Breakdown of programming by source type (citizens, nonprofit entities, and location);
- B. Current and complete listing of GPAT's Board of Directors; and
- C. Year-end financial statements with an independent certified public accountant's review and opinion in conformity with Generally Accepted Accounting Principles, said independent certified public accountant to be acceptable to the Director of Financial Services of the CITY.

13) RECORDS, CPA REVIEW AND OPINION.

- A. GPAT shall maintain all necessary books and records, in accordance with generally accepted accounting principles.
- B. Upon reasonable request from the CITY, GPAT shall, at any time during normal business hours, make available all of its records with respect to all matters

covered by this Agreement and shall respond to all requests for information relating to all matters covered by this Agreement.

- C. GPAT shall submit on an annual basis to the CITY a copy of Form 990 or 990EZ filed with the Internal Revenue Service and an independent certified public accountant's review and opinion in conformity with Generally Accepted Accounting Principles, said independent certified public accountant to be acceptable to the Director of Financial Services of the CITY.

14) FUNDING AND OTHER RESOURCES. The CITY agrees to make the following funds and resources available to GPAT:

- A. Channel Capacity. Certain channel capacity (spectrum on the cable system) has been dedicated for public access use pursuant to the provisions of law. The CITY agrees to permit GPAT to manage that channel capacity for public access programming purposes.
- B. Funding for Public Access Facilities and Equipment and Public Access Services. The CITY will provide to GPAT funds which have been approved in the annual budget of the CITY to be provided to GPAT for public access channel purposes. GPAT shall utilize such funds for the purposes delineated in Section 1 of this Agreement in accordance with the provisions of Section 16 of this Agreement. These funds shall be disbursed to GPAT on a quarterly basis, in accordance with the schedule specified in Section 17 of this Agreement.
- C. Funding Discretionary. Notwithstanding any other provision of this Agreement, it is understood and agreed that the provision of funds to GPAT pursuant to this Agreement is dependent upon the approval of funds in the annual budget of the CITY to be provided to GPAT for public access channel purposes and that the approval of said funds in the annual budget of the CITY is in the sole discretion of City Council and City Council may or may not approve said funds in the annual budget of the CITY.
- D. Government Access Channel Postings. The CITY will assist in soliciting local programming for the public access channel by including information on the government access channel on how to put local videos and community information on the public access channel. The CITY will include information on the government access channel about the schedule of programming on the public access channel.

15) ANNUAL PLAN AND BUDGET. On or before December 31 of each year in which this Agreement is in effect, GPAT shall provide to the CITY an Annual Plan and Budget outlining activities and programs planned for the following fiscal year beginning on July 1 and ending on June 30. Such plan shall contain:

1. A statement of anticipated number of hours of local original public access programming;
2. Training classes to be offered and frequency of classes;
3. Plans for increasing public use of the public access channel;
4. Other access activities planned by GPAT; and
5. A detailed operating and capital equipment and facilities budget.

16) EXPENDITURE OF FUNDS. GPAT shall spend funds received from the CITY solely for the purposes listed in its Annual Plan and Budget which are related to the purposes delineated in Section 1 of this Agreement. Funds not expended in the year covered by the Annual Plan and Budget may be carried over by GPAT into succeeding years. Upon termination of this Agreement, all funds of any kind received from the CITY and not expended by GPAT shall be returned to the CITY. GPAT shall provide for such fiscal control and accounting procedures as are necessary to assure property disbursement and accounting for funds received from the CITY.

17) RECEIPT OF APPROVED FUNDING. Provided that GPAT has complied with the provisions of this Agreement, the CITY shall make quarterly payments to GPAT of the funds approved in the annual budget of the CITY to be provided to GPAT for public access channel purposes. Those payments shall be made in quarterly installments of twenty-five percent (25%) of said amount approved in the annual budget of the CITY for the applicable fiscal year of the CITY, said quarterly installments to be made on or before August 15, November 15, February 15, and May 15.

18) FUNDING FROM OTHER SOURCES. GPAT may, during the course of this Agreement, receive supplemental funds from other sources, including, but not limited to, fundraising activities.

19) TERM OF AGREEMENT. This Agreement shall be for a period of two (2) years commencing on July 1, 2012, and ending on June 30, 2014, unless terminated earlier, as provided in this Agreement. This Agreement may be extended, by mutual agreement of the CITY and GPAT, in writing, for two additional periods of two (2) years each in accordance with Section 21 of this Agreement.

20) TERMINATION OF AGREEMENT.

A. The CITY shall have the right upon thirty (30) days written notice to GPAT to terminate this Agreement for:

1. Breach of any provision of this Agreement by GPAT;
2. Malfeasance, misfeasance, misappropriation of funds provided to GPAT pursuant to this Agreement;
3. Loss of 501(c)(3) status by GPAT;
4. Loss of dedicated channel capacity for public access programming purposes; or
5. Loss of the authority of the CITY to manage or designate a person or entity to manage the dedicated channel capacity for public access programming.

B. GPAT may avoid termination pursuant to Subsection (A)(1) above by curing any such breach to the satisfaction of the CITY within thirty (30) days of notification or within a time frame agreed to by the CITY and GPAT.

C. GPAT shall have the right upon thirty (30) days written notice to the CITY to terminate this Agreement if the CITY approves an annual budget of the CITY for a fiscal year of the CITY during the term of this Agreement in which there are no funds which have been approved in said annual budget to be provided to GPAT for public access channel purposes, said right to terminate shall expire if written notice is not given to the CITY prior to the end of the fiscal year of the CITY in which funds have not been approved to be provided to GPAT for public access channel purposes.

21) EXTENSION OF AGREEMENT. This Agreement may be renewed or extended for two (2) additional periods of two (2) years each, pursuant to the following process:

A. If GPAT seeks an extension of this Agreement, it shall submit to the CITY a letter of intent requesting extension on or before January 31 of the year in which the Agreement is to expire.

B. If the CITY agrees to an extension, then the CITY shall respond to GPAT's letter of intent requesting an extension with a letter concurring with the extension on or before May 15 of the year in which the Agreement is to expire.

22) TIME. Time is of the essence in this Agreement and for the performance of all covenants and conditions of this Agreement.

23) **COOPERATION.** Each party agrees to execute all documents and do all things necessary and appropriate to carry out the provision of this Agreement.

24) **APPLICABLE LAW.** This Agreement shall be interpreted and enforced under the laws of the State of North Carolina.

25) **NOTICES.** All notices and other communications to be given by either party may be given in writing, depositing the same in the United States mail, postage prepaid and addressed to the appropriate party as follows:

TO:
City Manager
City of Greenville
P.O. Box 7207
Greenville, NC 27835

TO:
Chairperson
Greenville Public Access Television Corporation
P.O. Box 8087
Greenville, NC 27835

Addresses for the purpose of this section can be changed by written notice to the other party.

26) **ENTIRE AGREEMENT.** This Agreement is the entire agreement of the parties and supersedes all prior negotiations and agreements whether written or oral. This agreement may be amended only by written agreement, and no purported oral amendment to this Agreement shall be valid.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate originals as of the day and year first above written.

CITY OF GREENVILLE

BY: _____(SEAL)
Thomas M. Moton, Jr., Interim City Manager

GREENVILLE PUBLIC ACCESS
TELEVISION CORPORATION

BY: _____(SEAL)
Cherie Speller, Chairperson

APPROVED AS TO FORM:

David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION

This instrument has been preaudited 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) _____

NORTH CAROLINA
PITT COUNTY

I, _____, Notary Public in and for the aforesaid County and State, do hereby certify that Cherie Speller, Chairperson of Greenville Public Access Television Corporation, a nonprofit corporation, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the _____ day of _____, 2012.

Notary Public

My Commission Expires: _____

NORTH CAROLINA
PITT COUNTY

I, _____, Notary Public in and for the aforesaid County and State, do hereby certify that Thomas M. Moton, Jr., Interim City Manager for the City of Greenville, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the ____ day of _____, 2012.

Notary Public

My Commission Expires: _____



City of Greenville, North Carolina

Meeting Date: 4/9/2012
Time: 6:00 PM

Title of Item: Approval of a purchase order for nineteen (19) Ford Interceptor police cars

Explanation: The Public Works Department and the Police Department request approval for purchasing nineteen (19) Ford Interceptor Police Cars scheduled for replacement. The purchase is to be made from 2010-11 State Purchasing Contract - 2012 Model Year Law Enforcement Vehicle (070B), which provides the lowest vehicle cost to the City. The total cost is \$545,525.70 or \$29,001.30 each for patrol cars and \$28,578.30 each for detective cars.

The purchase of the replacement police cars was approved as a part of the FY 2011-2012 Vehicle Replacement Fund budget.

Fiscal Note: The requested police cars are replacement vehicles and are included in the City's approved budget in the FY 2011-2012 Vehicle Replacement Program purchase list. The police cars will not increase existing maintenance and fuel costs. Nineteen (19) existing police cars will be removed from the fleet and sold as surplus units.

Recommendation: City Council approve the purchase order request for 19 police cars from the 2012 Model Year Law Enforcement Vehicle (070B) State Purchase Contract.

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Attachments / click to download

[Police Car Purchase Order](#)

**PUBLIC WORKS DEPARTMENT
REQUEST FOR PURCHASE ORDER**

Attachment number 1
Page 1 of 1

Date:	3/2/2012	Account Nos.:	200-1400-463.74-01	P.O. #:	
VRL FY 2011-2012 --2013 Ford Interceptor (PD- 4841-5362-4842-5499-5500-5501-5502-5513-5743-5745-5746-5748-5217-5803-5804-5805-5883-5884-4851)				Requested By:	
				Angel Maldonado	
Department Head Approval:				Circle All that Apply	
Division Head /Supervisor Approval:				GF	PB
Division Charged: VRF				Other:	Adm. to Order Yes
Vendor:	Capital Ford Inc.	Vendor No.:	177	Contact Person:	Tom Lowe
Address:	4900 Capital Blvd			Fed ID #:	56-1456873
City:	Raleigh	State:	NC	Fax #:	919-871-6914
Phone:	919-790-4732	ZIP:		Minority Status:	

QTY	PRICE	UNIT	DESCRIPTION	ITEM #	COLOR	SIZE	TOTAL
6	\$26,332.00	each	2013 Ford Interceptor (white color-vinyl flooring/2nd row seat vinyl)				\$ 157,992.00
6	\$18.80	each	Dark Car Feature	13C			\$ 112.80
6	\$47.00	each	Daytime Running Lights	942			\$ 282.00
6	\$319.60	each	LED Spot Lights	21L			\$ 1,917.60
6		each	Wheel Cover	64B			\$ -
6	\$32.90	each	Rear Door Handel/Lock Inoperable	18L			\$ 197.40
6	\$23.50	each	Rear Window delete/operate from driver switch	67D			\$ 141.00
6	\$841.00	each	Front Headlight solution	661			\$ 5,046.00
6	\$390.10	each	Rear Tail light solution	662			\$ 2,340.60
6	\$672.10	each	Truck up-fit package	854			\$ 4,032.60
6	\$277.30	each	Reverse Sensing	76R			\$ 1,663.80
6	\$47.00	each	Key Alike	43E			\$ 282.00
13	\$26,332.00	each	2013 Ford Interceptor (2-Dark Blue - 1- Red Metallic - 4-Ebony - 2- Silver Gray Metallic - 3- Medium Titanium Metallic - 1- Smokeston Metallic) Carpet Flooring 1st and 2nd Row cloth seat				\$ 342,316.00
13	\$18.80	each	Dark Car Feature	13C			\$ 244.40
13	\$47.00	each	Daytime Running Lights	942			\$ 611.00
13		each	Wheel Cover	64B			\$ -
13	\$841.00	each	Front Headlight solution	661			\$ 10,933.00
13	\$390.10	each	Tail Light Solution	662			\$ 5,071.30
13	\$672.10	each	Truck up-fit package	854			\$ 8,737.30
13	\$277.30	each	Reverse Sensing	76R			\$ 3,604.90
							SHIPPING \$ -
Price Quote							Vendor Name
							SUBTOTAL \$ 545,525.70
							TOTAL \$ 545,525.70

Attach copies of other quotes.
Doc.# 879432

Item # 7



City of Greenville, North Carolina

Meeting Date: 4/9/2012
Time: 6:00 PM

Title of Item: Capital project budget ordinance for Greenville Utilities Commission's Sanitary Sewer Outfall Rehabilitation Project - Phase III

Explanation: Greenville Utilities Commission (GUC) has been pursuing a phased approach to rehabilitate aging concrete sewers since the completion of an initial engineering evaluation in December 1997. Thus far, three major capital projects, totaling approximately \$5.0 million, have been completed resulting in the rehabilitation of more than 27,000 linear feet of the most significantly corroded and sensitively located portions of the major outfall sewers.

On February 16, 2010, the GUC Board authorized the award of a \$0.8 million construction contract for the rehabilitation of a portion of the Green Mill Run outfall sewer. That contract, completed in the fall of 2010, concluded the second phase of a \$9.0 million multi-phased, multi-year effort, approved earlier by the GUC Board to rehabilitate the deteriorated and failure-prone portions of the Commission's existing concrete trunk sewer system.

The consulting engineering firm of URS Corporation (URS) was selected, based on their team's qualifications and experience on similar projects, to complete a Sanitary Sewer Evaluation Survey (SSES) of the outfalls. The SSES is a systematic evaluation of the sewers and uses the information gathered from closed circuit television inspections and field investigations to develop a prioritized schedule of planned rehabilitation. Approximately 14,000 linear feet of major outfall sewer previously targeted for rehabilitation within a three to five year timeframe remains on the original schedule. The construction cost for Phase III is estimated to be \$2.0 million.

In order to move forward with the next phase of planned rehabilitation work, it is necessary to update the SSES and begin the design phase. URS' proposal for this next phase is \$84,053, which includes \$23,195 for system inspections and surveying, \$55,762 for analysis and design, and \$5,096 for bid phase services. The project budget also includes a five percent contingency.

Previously, the GUC Board approved the capital project budgets for Phases I and II. At its March 15, 2012, meeting, the GUC Board approved the adoption of the sewer capital project budget and recommends similar action by the City Council.

Fiscal Note: No costs to the City

Recommendation: Adopt the attached ordinance

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 [Ordinance Sanitary Sewer Outfall Rehabilitation Project Phase III](#)

ORDINANCE NO. 12-_____

FOR SEWER CAPITAL PROJECT BUDGET
SANITARY SEWER OUTFALL REHABILITATION PROJECT-PHASE III

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

Section 1. Revenues. Revenues of Sewer Capital Project Budget, Sanitary Sewer Outfall Rehabilitation Project - Phase III, is hereby established to read as follows:

Revenue:

Fund Balance	<u>\$84,053</u>	
Total Revenue		<u><u>\$84,053</u></u>

Section 2. Expenditures. Expenditures of the Sewer Capital Project Budget, Sanitary Sewer Outfall Rehabilitation Project - Phase III, is hereby established to read as follows:

Expenditures:

Project Cost	<u>\$84,053</u>	
Total Expenditures		<u><u>\$84,053</u></u>

Section 3. All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 4. This ordinance shall become effective upon its adoption.

Adopted this the _____ day of _____, 2012.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 4/9/2012
Time: 6:00 PM

Title of Item: Presentations by boards and commissions

- a. Affordable Housing Loan Committee
- b. Youth Council

Explanation: The Affordable Housing Loan Committee and Youth Council will make their annual presentations to City Council at the April 9, 2012, City Council meeting.

Fiscal Note: N/A

Recommendation: Receive reports from the Affordable Housing Loan Committee and Youth Council.

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City of Greenville, North Carolina

Meeting Date: 4/9/2012
Time: 6:00 PM

-
- Title of Item:** Financing of the Guaranteed Energy Savings Performance Contract
- Explanation:** Schneider Electric will present an update to the City Council on the Guaranteed Energy Savings Performance Contract project process, answer any questions, and discuss the April 12 City Council meeting's public hearing and resolutions.
- Fiscal Note:** There is no budget impact for this item.
- Recommendation:** City Council receive the information provided in the presentation in preparation for the public hearing to be held on April 12, 2012.
-

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City of Greenville, North Carolina

Meeting Date: 4/9/2012
Time: 6:00 PM

Title of Item: Preview of the City's proposed operating budget for fiscal year 2012-2013 and financial plan for fiscal year 2013-2014

Explanation: As provided in the approved budget schedule, City staff will present a preview of the proposed operating budget for fiscal year 2012-2013 and financial plan for fiscal year 2013-2014. Since 2012 represents a revaluation year, this presentation will highlight budgetary issues such as major revenue sources, major expenditure items, and the impact of economic conditions on City finances.

The proposed budget and financial plan will be distributed to the City Council on May 2, 2012, and presented at the May 7, 2012, City Council meeting. Section 160A-148(5) of the North Carolina General Statutes requires the City Council to adopt a budget ordinance before July 1. The 2012-2013 budget will be presented to the City Council at the June 14, 2012, City Council meeting for consideration and approval.

Fiscal Note: The amount of the budget will be determined by City Council action in June 2012.

Recommendation: Receive a staff preview on the operating budget for fiscal year 2012-2013 and financial plan for fiscal year 2013-2014.

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City of Greenville, North Carolina

Meeting Date: 4/9/2012
Time: 6:00 PM

Title of Item: Options for refuse and recycling collection for the Public Works Department, Sanitation Division

Explanation: At the February 20, 2012, City Council meeting, the Sanitation Division of Public Works presented a feasibility study on mandating all new residential single-family customer accounts use curbside refuse collection, as well as addressing the option of grandfathering existing single-family backyard refuse customers.

At the meeting, four (4) refuse collection options for the Sanitation Division were presented for consideration. City Council directed staff to return in April with more detailed information on two (2) of the four (4) options presented for further consideration. These options are (1) Grandfathering Existing Backyard Customers and (2) Immediate Conversion to Curbside with Two Person Crews.

The attached report provides an analysis of each option for Council's review and consideration.

Fiscal Note: The following user fee increases are needed to balance the Sanitation Enterprise Fund for FY 2012-2013 budget should either option be adopted for FY 2012-2013. A fiscal year 2012-2013 user fee rate change will be needed even if the City Council takes no action tonight.

Current Sanitation fees per month:

Multifamily - \$9.57 - \$9.15 plus \$.42 multifamily recycling surcharge
Curbside - \$9.60
Backyard - \$26.00

Option 1 (Grandfathering) Implementation:

Multifamily - \$13.23 includes recycling surcharge
Curbside - \$13.44
Backyard - \$36.40

Option 2 (Immediate Curbside Conversion) Implementation:

Multifamily - \$15.50

Curbside - \$16.00

Backyard - \$32.00 - rate change to curbside \$16.00

- Contingent on all backyard customers converting to curbside by January 2013.

Cart rental fee for both refuse and recycling curbside containers of \$1.00 per month addition to curbside rate.

OPTION	Type of Conversion	Who Purchases Rollout Cart?	Monthly Fee	Conversion Period	Net Fiscal Impact (1st Year)
#1 Grandfathering Existing Back Yard Customers	Gradual	Citizen	\$13.44 and \$36.40	5-10 years (based on anticipated conversion rate)	-\$75,000 Year 2-5 Reduction in loss is expected as routes are converted to automated collection
#2 Immediate Conversion to All Curbside	Immediate	Citizen	\$16.00	1 year	-\$830,000 Year 2-5 Reduction in loss is expected as routes are converted to semi-automated collection

Recommendation:

The Sanitation Division stands ready to provide the highest level of services to citizens in accordance with the City Council's guidance. Staff recommends City Council consider both options and direct the Sanitation Division.

Attachments / click to download

 [Sanitation Report on Collections Options 923286](#)

**FOLLOW-UP REPORT OF OPTIONS FOR REFUSE AND
RECYCLING COLLECTION FOR THE PUBLIC WORKS
SANITATION DIVISION
APRIL 09, 2012**

At the February 20, 2012, City Council meeting, the Sanitation Division of Public Works presented a feasibility study on mandating all new residential single-family customers to curbside refuse collection as well as addressing options of grandfathering existing single-family backyard refuse customers. Four (4) refuse collection options were presented for consideration at that meeting. City Council directed staff to return in April with more detailed information on two (2) of the four (4). These options are: 1) Grandfathering Existing Backyard Customers and 2) Immediate Conversion to Curbside with Two Person Crews.

OVERVIEW:

The Sanitation Division serves approximately 37,500 households. This amount includes approximately 20,000 multi-family and 17,568 single-family homes. Of these single-family customers, 12,110 are curbside and 5,458 are backyard customers. Refuse, recycling, and bulky trash/vegetation are collected once per week at each single-family residence. This service is provided through a team-oriented route system that services one-fourth of the City on Monday, Tuesday, Thursday, or Friday. Refuse, recycling, and bulky trash services are provided on these routes on the same day of refuse service. Currently, there are eight refuse collection crews, four recycling collection crews, and seven vegetation collection crews. Refuse and recycling crews consist of one Equipment Operator and two Refuse Collectors. Vegetation crews consist of one Equipment Operator and one Refuse Collector using a knuckle boom equipped truck.

The City's process of transitioning to curbside refuse collection began in 1993. Prior to 1993, the City collected refuse two times per week in the backyard and offered recycling services through drop-off points located throughout the City.

In 1993, the City modified its solid waste collection system. The City began collecting co-mingled recyclables on a weekly basis and refuse weekly. Additionally, the City began offering single-family residents the option of curbside collection service at a lower rate. A two-tiered refuse fee was established.

Both curbside and backyard services continue to be offered today. Greenville is the last of North Carolina's ten (10) largest cities to continue to offer the more costly and labor intensive backyard service. Overall, more residents use the curbside option, which is the least expensive service. Over the past six years, the number of backyard service customers has fallen by an average of 638 households per year.

The City will continue the Special Services Program for citizens who are physically impaired and unable to roll a cart to the curbside and do not have someone at their residence that is capable of placing the roll-out cart at the curb on their service day.

Participation in the special services requires the purchase of an approved roll-out container from Public Works and a physician's medical statement of necessity. The program provides these residents with backyard services at the curbside rate. The City has 230 residents enrolled in the Special Services Program.

NEED FOR CHANGE

The City would benefit from a service delivery change. The change would reduce confusion over the service options and requirements, fee structures, and allow the City to gain efficiencies associated with curbside-only service. As the City continues to grow, the cost of the City's current services will grow at a similar rate. By transitioning to an all-curbside collection program, the City will be able to modernize operations and operate more efficiently thus minimizing future refuse fee increases.

- Changing the present system of refuse collection will reduce resident confusion regarding curbside and backyard collection systems and the refuse fee structure. The current system starts all new customers at the backyard service rate with new customers being required to purchase a roll-out cart from Public Works before their service can be changed to curbside. Public Works mails letters to all new Greenville Utilities customers about the City's refuse collection service options. The Sanitation Division continues to receive complaints that they were not informed of the current system even though it mails letters to all new customers.

- Curbside collection is a less labor intensive, more efficient and cost-effective option for providing refuse collection services. The lower costs associated with this option is the main reason curbside service is the solid waste collection method of choice for all North Carolina municipalities larger than Greenville and a significant number of other cities. By transitioning to an all-curbside collection program, the City will be able to better manage refuse costs as the City continues to grow. The Sanitation Division will be able to delay the requirement to employ additional employees and purchase equipment to support this growth as existing manpower and equipment will be re-allocated as the Division transitions to curbside service over time.

CURBSIDE REFUSE COLLECTION SYSTEMS

There are two types of curbside refuse collection systems available: 1) semi-automated and 2) fully-automated. The semi-automated system utilizes 2-3 crewmembers and rear load refuse trucks equipped with container lifts. This is the Division's current operating method. A fully-automated system utilizes specially-equipped vehicles operated by one (1) operator using a mechanical arm to pick up and empty rollout containers. This feasibility study is based on using a semi-automated collection system that gradually transitions to a fully-automated collection system. An analysis of an immediate conversion to semi-automated curbside is also included.

Requiring all new customers to have curbside collection service will allow the gradual phase-in of fully-automated trucks. The use of fully-automated refuse trucks will enable

the City to fully modernize refuse collection and reduce the size of crews. Some areas of the City with narrow streets and on-street parking may not be conducive to fully-automated trucks. Those routes may have to continue to receive service through a semi-automated system. Presently, the Sanitation Division has nineteen (19) rear loading refuse trucks. The estimated cost of replacing the present fleet with fully-automated trucks exceeds the funds allocated for these vehicles in the Vehicle Replacement Fund by approximately three (3) million dollars. However, a lease purchase installment arrangement would minimize the start up costs associated with immediate conversion to fully automated collection.

CHALLENGES TO IMPLEMENT CURBSIDE REFUSE PROGRAM

RESIDENT CONCERNS:

Citizens will be concerned that this is a reduction in the level of service as they will no longer have the backyard service option. The City experienced a similar public response during the change of sanitation services in 1993 when refuse collection service was changed from two times per week to one time per week. The citizens focused on the reduction in service from twice per week refuse service to once per week even though the City started a household recycling program at that time. Other cities in North Carolina have experienced similar public reactions when converting to all curbside service.

In 2006, Public Works presented to City Council options for various service levels to include an all curbside collection option. The City Council, at that time, faced these same resident concerns and decided to maintain the existing level of service and customer choices. Residents who are frequently out of town and others who are not accustomed to rolling out their containers will also have concerns. There will also be concerns over the ownership of the rollout containers.

Additionally, the Sanitation Division will have to change its method for collecting bulky items (couches and oversized items) as fully-automated trash trucks are incapable of picking up bulky items. Presently, the Sanitation Division collects bulky items once per week.

ISSUES ON OWNERSHIP OF ROLLOUT CONTAINERS:

Currently, the City services approximately 12,000 single-family homes from curbside. The occupants of those homes purchased and own their roll-out containers. Typically, cities provide the roll-out containers for garbage and recycling services and include these costs in the user fees.

To implement the new customer requirement for curbside service only, the City would require residents to purchase a roll-out cart within an established period of time or, alternatively, rent a roll-out cart. The Sanitation Division crews use the roll-out cart to determine if a resident is receiving curbside or backyard service. Without this

requirement, a resident who does not buy a cart could receive backyard service at the curbside rate.

If the City chooses to implement a cart rental program, how to merge the current and new system will need to be resolved as well as establish which carts are City owned or resident owned. The Sanitation Division will also have to develop a system to track roll-out carts and to automatically provide new roll-out carts when a new account is established.

Some households will require more than one roll-out container to meet the refuse needs of their occupants. Also, some citizens will desire roll-out containers for recycling. A survey of other cities determined that most provide one container to each household and allow residents to purchase or rent additional containers if desired.

CODE ENFORCEMENT:

The City, as with all change in services, can expect some nuisance issues regarding the use of roll-out containers, such as when to roll the containers to the street, where containers are to be placed when brought to the street, and when to return the containers to the house, etc. Increased public education/awareness efforts will be required during the transition period.

IMPACT ON REVENUES:

Implementation of a curbside-only option for new Greenville Utilities customers will result in a reduction of approximately \$250,000 of revenue during the first year of the transition. Each year thereafter, the reduction in revenue will continue as the number of backyard customers reduces. The Sanitation Division's costs, however, will not decrease initially because it is staffed and equipped to support hybrid backyard and curbside collection systems. Immediate conversion to all-curbside collection system would result in a loss of \$1.06 million dollars of revenue during the first year if the current staffing and equipment arrangements are maintained.

Over time, the Sanitation Division will transition from an organization structured to support semi-automated collection of a combination of backyard and curbside customers to a structure that supports fully-automated curbside collection.

Unless the economy recovers such that the City experiences an increase in new residences at a rate sufficient to maintain the Sanitation Division's current projected revenues, the Division will have to convert to a fully-automated collection system to reduce costs. This will result in a reduction of the Division's workforce needs that may be able to occur through attrition.

The projected reduction in personnel costs is based on the number of homes that can be served by a crew in a day. A backyard/curbside refuse crew can presently serve 500-650 homes per day. A semi-automated curbside-only service crew will be able to serve 650-

750 homes per day. Backyard/curbside recycling crews presently serve 800-900 homes per day. Crews with a semi-automated curbside-only system will be able to service up to 1,000 homes per day at the present recycling participation rate.

TRANSITION TO CURBSIDE AND FUTURE PHASE IN OF AUTOMATED SERVICE:

Adoption of this proposal will lead to the eventual conversion of the City's sanitation service to all-curbside due to the loss of revenues. The Division's operating costs continue to increase, especially, those associated with the price of fuel. To minimize the need for a rate increase, the Division will have to become more efficient, and the conversion to curbside-only service is the method that will best reduce the need for rate increases.

The number of employees needed to service all frontyard containers as opposed to the existing method of service is less. The average garbage crew can service 500-650 backyard/curbside system residences (existing system) where a 100% curbside crew can service 650-750 residences. The present garbage crews also collect bulky items (couches and other oversize items). A fully-automated crew is not configured to load bulky items. Therefore, a new system for collecting bulky items must be implemented.

If the curbside only proposal is adopted, the Division will convert one garbage crew to a bulky item collection crew utilizing a knuckle boom loader. Staff recommends collection by appointment.

Recycling crews would be able to service 900-1,000 per day with a 100% curbside collection system. The number of households that recycle and the quantity that they set out are increasing thus offsetting the improvement in efficiency associated with curbside-only service. Therefore, the Department believes a reduction in total employees assigned to recycling will not occur. Staff does not expect a reduction in vegetation or leaf collection personnel costs unless the City establishes a defined level of service.

If the proposal is adopted, the Department will replace its rear loading refuse trucks with automated collection trucks as scheduled. Only one person is required to operate the truck. The Department will need to develop a transition plan to implement the conversion to the new structure. The transition plan is critical to minimize the impact on the workforce by reducing the number of employees through attrition as the Division converts to all curbside routes.

OPTION 1: GRANDFATHERING EXISTING BACKYARD CUSTOMERS

This option involves transitioning to curbside-only refuse collection over a period of time as new Greenville Utilities account customers are provided sanitation service only at the curbside and persons moving to another residence would be required to use curbside collection. Existing backyard customers will be allowed to continue backyard service as long as they maintain their existing Greenville Utility account and existing residence.

Existing backyard customers will have continue to have the option to voluntarily transition to curbside service. Staff’s projection is that the number of backyard customers will likely drop below 2,500 residences by 2016. Presently, there are approximately 5,400 backyard customers.

New customers will have to purchase a roll-out container to receive garbage service, and they can use any container with a City recycling decal affixed for recycling. The roll-out container can be purchased with a one-time payment or can be paid for by continuing to pay the backyard rate until the container is paid in full through the monthly payments to the City. This process usually takes about 4 months.

This option would allow the Sanitation Division to begin transitioning its structure to obtain the efficiencies that are possible with all curbside service. Initially, the proposed structure for refuse operations with this option is four (4) curbside routes and three (3) backyard routes. In order for this to occur, bulky items collection will no longer be performed by the garbage crews.

Bulky items will be collected on a reservation basis by a single two (2) person crew utilizing a knuckle boom loader. Collection will be by appointment. A citizen will call Public Works to schedule the appointment. The resident will be given a date for service and will be instructed to place the items at the curb no more than two days in advance of the collection date.

Estimated costs:

The following is a synopsis of the initial crew structure and the projected structure in five (5) years. The projected structure in five years is based on 2.5% growth per year in customers.

Year 1 (Projected)

<u>Service</u>	<u>Current Structure</u>		<u>Initial Transition Structure</u>	
	<u>Present # of Crews</u>	<u>Employees</u>	<u>Projected # of Crews</u>	<u>Employees</u>
Garbage Collection	8	24	7	17
Recycling Collection	4	12	4	12
Vegetation Collection	7	14	7	14
Bulky Item Collection**	0	0	1	2
Substitute employees		8		8
Multi-Family Collection	4	8	4	8
Recycling Coordinator		1		1
Mosquito Control		1		1
Supervisors		4		4
Total	23	72	23	67

Year 5 (Projected)

	<u>Projected # of Crews</u>	<u>Employees</u>
Garbage Collection*	7	12
Recycling Collection	5	11
Vegetation Collection	7	14
Bulky Item Collection**	1	2
Substitute Employees		7
Multi-Family Collection	4	8
Recycling Coordinator		1
Mosquito Control		1
Supervisors		4
 Total	 24	 60

* - This assumes implementation of 3 Automated Trucks Routes after Year 1

** - This option will require the addition of a knuckle boom loader to the fleet

Personnel

Annual Personnel Savings 1 st year estimated	\$ 225,000
Annual Personnel Savings by 5 th year estimated	\$ 585,000

*Note: This is based on FY 11/12 personnel budget

Equipment

Additional Cost of Knuckle Boom Loader per year (Based on payment over three years)	\$ 50,000
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Reduction in Refuse Fee Revenue

Estimated Projection of 1st year's reduction	\$ 250,000
Net Impact on Sanitation Fund during 1 st year	\$ (75,000)

Total Revenue Loss from Present to full Conversion to Curbside \$1,121,000

History of City refuse user fees:

YEAR	CURBSIDE RATE	BACKYARD RATE
1993 (Fee started)	3.00	4.00
1994	3.00	4.00
1995	3.00	6.00
1996	3.00	6.00
1997	3.00	6.00
1998	4.00	9.00
1999	4.00	9.00
2000	5.00	12.00
2001	5.00	12.00
2002	8.00	17.00
2003	8.00	17.00
2004	8.00	17.00
2005	8.00	17.00
2006	8.00	17.00
2007	9.25	19.45
2008	9.60	26.00
2009	9.60	26.00
2010	9.60	26.00
2011	9.60	26.00
2012	9.60	26.00

OPTION 2: IMMEDIATE CONVERSION TO ALL CURBSIDE REFUSE COLLECTION UTILIZING TWO-PERSON CREW

This option presents the option of immediate conversion to curbside utilizing a two-person crew. The Sanitation Division currently uses standard frame read loading refuse trucks. The City’s fleet has eight (8) trucks that are 2008 models or newer. The frame and cabs are standard for this style truck and are not ergonomically designed for constantly stepping in and out of the vehicle cab for collection. The cart tippers are located at the rear of the truck causing the driver or collector to either walk to the rear of the truck or pull the cart to the rear of the truck. Utilizing a two-person crew with our current fleet may not gain the efficiencies desired with an all-curbside service option. Crews may have to travel the same street twice in opposite directions, drivers may zigzag residential streets to get close to carts, there are safety concerns with riding on the rear step of garbage trucks, and the crew’s household service capability may not increase. In addition, fuel consumption may increase.

One method of utilizing standard frame rear loader style refuse trucks in a municipality is to use a three-person crew. Benefits are: the work is done faster as collectors are able to collect both sides of the street, requires traveling on a street once, driver can concentrate on driving, and less fatigue to the entire crew. Collectors often walk to the next residence on a level surface thus minimizing stepping up and down from the rear step. The three-person crew has more flexibility with collecting difficult areas and can complete them faster.

The Sanitation Division recommends using a three-person crew with the City's current trucks until the fleet incorporates trucks with drop frames and cart tippers located near the cab. This style of trucks allows employees to step in and out of trucks very close to the ground. Employees do not have to travel very far to empty the cart due to the tippers being near the cab. Once these trucks are placed on collection routes, the crew would be reduced by one employee.

With Option 2, curbside collection is a more efficient and cost effective for providing refuse collection services. Curbside collection is a best practice method recognized by all cities in North Carolina that have populations greater than Greenville. Many smaller cities in North Carolina utilize curbside services. The two-person crew curbside collection method would be semi-automated collection. The crews would have to manually maneuver some carts to the truck's cart tippers. Transition to semi-automated curbside collection will allow incorporation of fully-automated curbside collection to occur as the City grows.

IMPLEMENTATION:

If chosen by City Council, the Sanitation Division recommends to follow a phase-in approach for City-wide curbside collection. Curbside refuse could be in place the second half of fiscal year 2012-13. Fiscal year 2013-14 would be the first full year of City-wide curbside collection. The plan would entail the following steps:

- 1) Sell and distribute roll-out carts to 5,500 backyard customers. Residents would be allowed to make a one-time payment for a cart or purchase a cart over a time. This time will allow the City to adjust program education based on feedback from residents.
- 2) Recycling collection will continue with residents using their current recycling containers until the recycling roll-out carts are distributed. The plan recommends the City purchase the recycling containers and recoups the investment by adding a cart rental fee. Efforts to reduce the initial investment in recycling carts will include applying for grants from the Department of Energy, NC Department of Environment and Nature Resources, and ECVC. Recycling participants will be required to bring their recycling to the curb for collection.
- 3) Educating the public is crucial to a successful curbside program and for minimizing citizen complaints.

4) If required, routes and scheduled collection day adjustments are easier to incorporate with a phase in process. The Sanitation Division expects these to be minimal.

PERSONNEL SAVINGS:

Staffing and personnel represent a large portion of savings in a curbside or automation conversion. Staff reduction resulting from curbside collection implementation may reduce six (6) refuse positions. The acquisition of refuse trucks designed for two-person crews is a factor in the timing of these reductions. It is feasible for Sanitation to reduce three (3) Refuse Collector positions once all elements of the program are in place. To facilitate this, Sanitation would reduce the current eight (8) garbage crews (24 people) to 7 garbage crews (21 people). With proper planning and trucks, further employee reductions would occur in seven (7) three-person crews to seven (7) two-person crews.

Currently, Sanitation utilizes four (4) three-person crews (12 people) for recycling collection. No personnel change is feasible at this time. Accommodating City growth, increased recycling participation, the use of roll-out recycling carts, and the addition of multi-family recycling centers, this plan would realign these employees to meet new service requirements. Optimally, there may be three (3) two-person recycling crews (6 people) and two (2) one-person automated collection trucks which may reduce four (4) positions.

IMMEDIATE CONVERSION TO CURBSIDE

SINGLE-FAMILY GARBAGE:

<u>CURRENT</u>	<u>1st Yr</u>	<u>2nd Yr</u>	<u>3rd - 5th Yr</u>
8 routes 24 employees	7 routes 21 employees	7 routes 20 employees	7 routes 14 employees
Reduction in Positions	3	1	6

Total Reductions: 10 positions & 1 truck

SINGLE-FAMILY RECYCLING:

<u>CURRENT</u>	<u>1st Yr</u>	<u>2nd Yr</u>	<u>3rd - 5th Yr</u>
4 routes 12 employees	No change No change	No change No change	5 routes 8 employees
Reduction in Positions	0	0	4

Total Reductions: 4 positions & 1 additional truck

*12 positions @ estimated \$50,750 each = \$609,000 reduction

*2 positions are allocated for bulky trash collection by appointment

Garbage trucks required for Servicing Curbside

2.5% GROWTH IN SINGLE-FAMILY HOMES PER YEAR

<u>Year</u>	<u>#Single-Family Homes</u>	<u>#Crews</u>
2012	17,600	6.28
2013	18,040	6.44
2014	18,491	6.60
2015	18,923	6.75
2016	19,396	6.92

Analysis of Number of Vehicles Requires: $N = SF / XW$

- N = Number of vehicles required
- S = Total Number of customers serviced per week
- F = Collection frequency
- W = Number of workdays per week
- X= Number of customers a truck can service in one day

Refuse Collection:
 $N = 17,600 \times 1 / 700 \times 4$
 N = 6.28 trucks for FY 11-12 to service garbage

Recycle Collection:
 $N = 17,600 \times 1 / 1,100 \times 4$
 N = 4 trucks for recycling

Collection Carts, Environmental, and Aesthetic Benefits:

A significant portion of program capital and the system’s most noticeable feature are the roll-out containers. The use of standardized containers for semi-automated and automated collection has proven to result in a number of environmental benefits. The rolling carts are more resistant to animals forging through containers thus reducing litter and strewn garbage. The carts are designed with closed lids which help to reduce odors and keep water out therefore reducing leakage from trucks and water weight. Carts can

be purchased or leased from container manufacturers who also offer maintenance service contracts. Most carts come with a ten-year warranty. All cart systems require a level of service to assemble, deliver, and remove and repair carts that become damaged during day-to-day operations. City staff will maintain the cart system and manage the carts kept in the on-site stock.

For garbage collection, all residents would be required to purchase a roll-out cart. Once all residents have met this requirement, the City would accept the maintenance for all garbage carts. Implementation of a garbage cart rental fee in the amount of \$.50 per month is suggested to begin July 1, 2013.

Beginning on July 1, 2013, a new Greenville Utilities account customer will be required to pay a \$15 fee for a new roll-out garbage cart. All carts issued after July 1, 2013, will belong to the City of Greenville. These fees will assist with the cost of delivery, and rental administration.

During the phase-in period, containers with recycling decals will be collected from curbside. Sanitation staff recommends the City implement a recycling cart rental fee program with the cart rental fee beginning July 1, 2013, at \$.50 per month. It is estimated the cost of recycling containers to be as follows:

- 17,600 96-gallon roll-out carts @ \$45 each = \$792,000
- \$.50 per month per resident = 7.5 years pay off

The \$15 deposit will cover issuance of the recycling cart. Residents who possess recycling containers that are compatible with the automated trucks will be eligible for a recycling incentive credit.

SUMMARY

A Curbside Refuse Collection Program will provide a more consistent service for our citizens and increase immediate and long-term efficiencies. A transition to this type of service will result in operational challenges and issues with our citizens but will help operation, reduce confusion of the present service type/fee structure, and reduce operational costs. Staff recommends that the City transition gradually to a fully-automated service.

The transition may create a scenario where costs are reduced but revenue is reduced more than the expenses. This possibility may require an increase in refuse fees for the curbside customer in the short term, but will reduce the expense of operation in the long term. Thus, this plan will reduce the long term need for further user fee increases.

While this option will not immediately reduce the present workforce, this option will maintain the City's existing level of employment until the transition allows the Division to have all-curbside service. If Grandfathering (Option 1) is selected, an evaluation of the number of citizens who receive backyard service each year will be used to determine

when a reduction in force can be achieved or when it is feasible to fully transition to all-curb-side service. Further reductions in manpower can be expected as the Division begins utilizing fully-automated trucks.

Standardizing carts and using curbside collection are important to the implementation of pay as you throw systems. Typically, refuse user fees are set based on the size and quantity of carts used by the resident. The Pay As You Throw (PAYT) systems have been implemented in other cities and are often credited for providing waste reduction and increased incentives for recycling. Implementation of a cart rental system offers the main advantage of resolving issues of damage, replacement of cart with no warranty and customer service.



City of Greenville, North Carolina

Meeting Date: 4/9/2012
Time: 6:00 PM

Title of Item: Budget ordinance amendment #9 to the 2011-2012 City of Greenville budget (Ordinance #11-038) and amendment to the Special Revenue Grant Fund (Ordinance #11-003)

Explanation: Attached is an amendment to the 2011-2012 budget ordinance for consideration at the April 9, 2012, City Council meeting. For ease of reference, a footnote has been added to each line item of the budget ordinance amendment, which corresponds to the explanation below:

A To appropriate grant funds received from the North Carolina Department of Crime Control and Public Safety to increase the gathering of evidence capacity for the GANG Unit through the purchase of a surveillance system that will be used for special operations throughout Greenville and Pitt County (Total - \$7,675).

B To appropriate fund balance for the Green Mill Run Greenway (pedestrian and bicycle link between Evans Park and the University). This funding was appropriated during the prior year; however, the request for payment has not been received. Based on the review of the CIP projects that were previewed by City Council during the March 2012 City Council meeting, this funding will be needed within the next twelve months to complete the project (Total - \$150,000).

C To appropriate Federal Forfeiture funds for the the contract with Developmental Services, LLC to enhance personnel selection and recruitment and community training for Police (Total - \$58,150).

D To appropriate grant funds received from the North Carolina Golf Association to introduce the sport of golf to disadvantaged youth through the City's PAL Program (Total -\$2,500).

E To transfer approved funding from the City Manager's Office to the Police Department to support the Department's crime plan development (Total - \$10,000).

F To appropriate Contingency funds to complete work needed for emergency repairs to a dehumidifier at the Greenville Aquatics and Fitness Center. The total cost for repairs is \$65,000, of which \$30,000 will be covered by the department's operational budget (Total -\$35,000).

G To appropriate fund balance to allocate \$250,000 for Recreation and Parks projects as the needs arise. This appropriation was approved during the February 20th City Council meeting (Total -\$250,000).

Fiscal Note:

The budget ordinance amendments affect the following funds: increase General Fund by \$458,150; increase the Bradford Creek Golf Course Fund by \$2,500; increase the Capital Reserve Fund by \$250,000; and increase the Special Revenue Grant Fund by \$7,675:

<u>Fund Name</u>	<u>Amended Budget</u>	<u>Proposed Amendment</u>	<u>Amended Budget 4.09.2012</u>
General	\$ 80,063,564	\$ 458,150	\$ 80,521,714
Bradford Creek Golf Course	\$ 845,714	\$ 2,500	\$ 848,214
Special Revenue Grant Fund	\$ 651,352	\$ 7,675	\$ 659,037
Capital Reserve Fund	\$ 394,129	\$ 250,000	\$ 644,129

Recommendation:

Approve the budget ordinance amendment #9 to the 2011-2012 City of Greenville budget (Ordinance #11-038) and amendment to the Special Revenue Grant Fund (Ordinance #11-003)

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

Attachments / click to download

[GPD Memo](#)

[Budget Amendment FY 2011 2012 902782](#)

ORDINANCE NO. -
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#9) Amending the 2011-2012 Budget (Ordinance No. 11-038) and amendment
to the Special Revenue Grant Fund (Ordinance No. 11-003)

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

Section I: Estimated Revenues and Appropriations. **General Fund**, of Ordinance 11-038, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2011-2012 BUDGET		#9 Amended 4/9/12	Total Amendments		Amended 2011-2012 Budget
ESTIMATED REVENUES						
Property Tax	\$ 29,813,308		\$ -	\$ -		\$ 29,813,308
Sales Tax	14,350,430		-	(100,000)		14,250,430
Utilities Franchise Tax	5,974,803		-	-		5,974,803
Other Unrestricted Intergov't Revenue	2,475,028		-	-		2,475,028
Powell Bill	2,032,692		-	-		2,032,692
Restricted Intergov't Revenues	2,149,013	C	58,150	1,106,642		3,255,655
Building Permits	733,701		-	-		733,701
Other Licenses, Permits and Fees	2,858,088		-	-		2,858,088
Rescue Service Transport	2,652,260		-	-		2,652,260
Other Sales & Services	1,042,183		-	-		1,042,183
Other Revenues	295,641		-	36,502		332,143
Interest on Investments	1,884,450		-	-		1,884,450
Transfers In GUC	4,986,085		-	-		4,986,085
Other Financing Sources	1,062,537		-	874,129		1,936,666
Appropriated Fund Balance	3,079,408	B,G	400,000	3,214,814		6,294,222
TOTAL REVENUES	\$ 75,389,627		\$ 458,150	\$ 5,132,087		\$ 80,521,714

APPROPRIATIONS						
Mayor/City Council	\$ 431,749		\$ -	\$ -		\$ 431,749
City Manager	1,116,824	E	(10,000)	67,130		1,183,954
City Clerk	308,883		-	-		308,883
City Attorney	455,445		-	-		455,445
Human Resources	2,708,692		-	-		2,708,692
Information Technology	3,214,564		-	(4,100)		3,210,464
Fire/Rescue	12,944,368		-	131,663		13,076,031
Financial Services	2,299,333		-	(8,036)		2,291,297
Recreation & Parks	6,334,923		-	169,594		6,504,517
Police	22,536,036	C,E	68,150	747,605		23,283,641
Public Works	9,191,935		-	133,594		9,325,529
Community Development	1,730,350		-	182,710		1,913,060
OPEB	250,000		-	-		250,000
Contingency	150,000	F	(35,000)	(96,567)		53,433
Indirect Cost Reimbursement	(601,354)		-	-		(601,354)
Capital Improvements	6,347,428	B,F	185,000	2,679,969		9,027,397
Total Appropriations	\$ 69,419,176		\$ 208,150	\$ 4,003,562		\$ 73,422,738

OTHER FINANCING SOURCES						
Debt Service	\$ 4,209,487		\$ -	\$ -		\$ 4,209,487
Transfers to Other Funds	1,760,964	G	250,000	1,128,525		2,889,489
	\$ 5,970,451		\$ 250,000	\$ 1,128,525		\$ 7,098,976
TOTAL APPROPRIATIONS	\$ 75,389,627		\$ 458,150	\$ 5,132,087		\$ 80,521,714

Section II: Estimated Revenues and Appropriations. **Special Revenue Grant Fund**, of Ordinance 11-003, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2011-2012 BUDGET		Amended 4/9/12	Total Amendments		Amended 2011-2012 Budget
ESTIMATED REVENUES						
Special Fed/State/Loc Grant	\$ 433,115	A	\$ 7,675	\$ 175,386		\$ 608,501
Transfer from General Fund	-		-	50,536		50,536
TOTAL REVENUES	\$ 433,115		\$ 7,675	\$ 225,922		\$ 659,037

APPROPRIATIONS

Operating	\$ 173,333	A	\$ 7,675	\$ 225,922	\$ 399,255
Capital Outlay	259,782		-	-	259,782
Total Expenditures	\$ 433,115		\$ 7,675	\$ 225,922	\$ 659,037

TOTAL APPROPRIATIONS \$ 433,115 \$ 7,675 \$ 225,922 \$ 659,037

Section III.: Estimated Revenues and Appropriations. **Bradford Creek Golf Course Fund**, of Ordinance 11-038, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2011-2012 BUDGET		Amended 4/9/12	Total Amendments	Amended 2011-2012 Budget
ESTIMATED REVENUES					
Sales / Services	\$ 845,714	D	\$ 2,500	\$ 2,500	\$ 848,214
TOTAL REVENUES	\$ 845,714		\$ 2,500	\$ 2,500	\$ 848,214

APPROPRIATIONS

Personnel	\$ 454,908	D	\$ 1,500	\$ 1,500	\$ 456,408
Operating	390,806	D	1,000	1,000	391,806
Total Expenditures	\$ 845,714		\$ 2,500	\$ 2,500	\$ 848,214

TOTAL APPROPRIATIONS \$ 845,714 \$ 2,500 \$ 2,500 \$ 848,214

Section IV.: Estimated Revenues and Appropriations. **Capital Reserve Fund**, of Ordinance 11-038, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2011-2012 BUDGET		Amended 4/9/12	Total Amendments	Amended 2011-2012 Budget
ESTIMATED REVENUES					
Appropriated Fund Balance	\$ 200,000		\$ -	\$ 194,129	\$ 394,129
Transfer from the General Fund	-	G	250,000	250,000	250,000
TOTAL REVENUES	\$ 200,000		\$ 250,000	\$ 444,129	\$ 644,129

APPROPRIATIONS

Transfer to General Fund	\$ 200,000		\$ -	\$ 194,129	\$ 394,129
Increase in Reserve	-	G	\$ 250,000	250,000	250,000
Total Expenditures	\$ 200,000		\$ 250,000	\$ 444,129	\$ 644,129

TOTAL APPROPRIATIONS \$ 200,000 \$ 250,000 \$ 444,129 \$ 644,129

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

Section VI.: This ordinance will become effective upon its adoption.

Adopted this 9th day of April, 2012.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk



GREENVILLE POLICE DEPARTMENT

MEMORANDUM

March 30, 2012

TO: Joe Bartlett, Interim Chief of Police

FROM: Captain R.A. Williams

SUBJECT: Services from Developmental Associates and Dr. Stephen Straus

During 2011 and 2012, Dr. Steven Straus and his company, Developmental Associates provided a variety of services to the Greenville Police Department. Specific services included a series of training sessions for Police Department personnel, citizens, and City Council members and coordination of promotional processes for the ranks of Corporal, Sergeant, Lieutenant, and Captain. This memorandum will outline those services and the fees charged to the Greenville Police Department. Per instructions from Chief Anderson, the total payment for these training sessions and promotion processes were to be paid out of Asset Forfeiture.

In response to concerns expressed by some members of City Council, Chief Anderson contacted Dr. Steven Straus in early 2011 about conducting training with members of the Greenville Police Department and members of the community. Dr. Straus and his employees met with departmental employees and with community members to gather information from involved parties. In a letter from Dr. Straus to Chief Anderson dated April 25, 2011 he outlined a training plan that he felt would address the issues identified during the community meetings. The proposal called for three 3-day training session that would involve all Police Department employees and members of the public. The proposal outlined a cost of \$2,650 per day for a total of nine days of training. The total paid for this training was \$23,850.

Chief Anderson also met with Dr. Straus and arranged for Developmental Associates to conduct several promotion processes in late 2011 and early 2012. Due to internal changes and to several pending retirements, it was anticipated that there would be several upcoming vacancies throughout departmental ranks in early 2012. Processes were held for the position of Corporal, Sergeant, Lieutenant, and Captain. The agreement between Dr. Straus and Chief Anderson was that Developmental Associates would provide

assessors, promotion exercises, and evaluations for each process and that the Greenville Police Department would pay for all lodging expenses for Assessors; in addition to the fees charged for the actual processes.

The promotion process for Captain was held on October 20 & 21, 2011. There were a total of five candidates for this position. The process consisted of three phases; a written exercise, a role-play exercise, and a mock Command Staff presentation. Dr. Straus provided an invoice dated October 18, 2011 which listed the cost for this process as \$7,850.

The promotion process for Lieutenant was held on November 29 & 20, 2011. There were a total of six candidates for this position. The process consisted of three phases; a written exercise, a role-play exercise, and a mock squad meeting exercise. Dr. Straus provided an invoice dated October 18, 2011 which listed the cost for this process as \$7,850.

The promotion process for Sergeant was held on December 12-14, 2011. There were a total of eleven candidates for this position. The process consisted of three phases; a written exercise, a role-play exercise, and a panel interview. Dr. Straus provided an invoice dated October 18, 2011 which listed the cost for this process as \$9,000.

Candidates for the rank of Sergeant and above were also required to take an online assessment called the Emotional Quotient Inventory (EQi). Dr. Straus provided an invoice dated October 18, 2011 indicating that a total of twenty-four candidates took this online assessment at a cost of \$150 each. The total cost for the EQi was \$3,600.

The promotion process for Corporal was held on January 3-5, 2012. Initially there were more than forty applicants for this process. A written test on the Greenville Police Department Policy and Procedures was given internally and the results of this exercise were used to reduce the number of applicants who would advance to the in-basket exercise that was to be conducted by Developmental Associates. On the morning of January 3, 2012 a total of twenty-one applicants completed the in-basket exercise that was administered by Developmental Associates. These exercises were then graded by assessors provided by Developmental Associates beginning on the afternoon of January 3, 2012. This grading process was scheduled to be completed by the close of business on January 5, 2012. However, on the afternoon of January 5, 2012 Chief Thomas Moss (Ret.), who was overseeing the process for Developmental Associates, contacted the Department. He advised that exercise evaluations were taking longer than planned and assessors would have to come back and complete this task on the morning of January 6, 2012. The original invoice for the Corporal's process provided by Dr. Straus and dated January 3, 2012 indicated that the cost for this process was to be \$5,000. However, on or about January 6, 2012 Dr. Straus indicated in a telephone conversation that he was increasing that cost to \$6,000 because it took the assessors longer than anticipated to grade the exercises and he submitted an amended invoice also dated January 3, 2012 indicating a price of \$6,000 for the Corporal's process. There was discussion and concern over this increase, however, the Chief of Police made the decision to accept the increase.

The use of professional third party contractors to conduct law enforcement promotion processes is commonplace in the law enforcement profession today. Developmental Associates is used by law enforcement agencies throughout North Carolina. The Greenville Police Department began using Developmental Associates for that service around 2006. Developmental Associates designs the promotion process exercises for each specific agency and uses law enforcement professionals from outside the jurisdiction as assessors. The use of a profession service provider following these guidelines ensures the processes used are validated, job related, and non-discriminatory. This is necessary to ensure there is no bias or favoritism in the processes and process results will stand up to any scrutiny or allegations of inappropriateness. By Department policy, results of any promotion process are valid for 12 months with the option for the Chief of Police to extend that 6 more months.

The total payment to Developmental Associates for all of these services was \$58,150. Dr. Straus advised during a phone conversation during the week of March 26, 2012 there were no written contracts between him and Chief Anderson for these services.



City of Greenville, North Carolina

Meeting Date: 4/9/2012
Time: 6:00 PM

Title of Item: Legislative Initiatives for the 2012 Session of the North Carolina General Assembly

Explanation: The North Carolina General Assembly will reconvene at noon on May 16, 2012. The 2012 Session is the "short" session, and the matters that may be considered are limited. In accordance with the Adjournment Resolution approved by the General Assembly, the following may be considered in the 2012 Session: (1) bills affecting the budget, as described, provided the bill is submitted to the Bill Drafting Division by May 18, 2012, and introduced in the House or filed for introduction in the Senate by May 29, 2012; (2) bills amending the NC Constitution; (3) bills and resolutions introduced in 2011 that passed the crossover deadline [Senate Rule 41; House Rule 31.1(h)]; (4) bills and resolutions implementing recommendations of specified commissions and committees, provided the bill is submitted to the Bill Drafting Division by May 16, 2012, and filed for introduction in the Senate or introduced in the House by May 23, 2012; (5) any noncontroversial local bill, as described, that is submitted to the Bill Drafting Division by May 23, 2012, and introduced in the House or filed for introduction in the Senate by May 30, 2012; (6) selection, appointment, or confirmation of state board and commission members; (7) any matter authorized by joint resolution; (8) a joint resolution authorizing the introduction of such a bill; (9) any bill affecting state or local pension or retirement systems, provided the bill is submitted to the Bill Drafting Division by May 23, 2012, and introduced in the House or filed for introduction in the Senate by May 30, 2012; (10) joint, House, or Senate resolutions authorized under Senate Rule 40(b) or House Rule 31; (11) bills concerning redistricting; (12) bills vetoed by the Governor, to consider overriding the veto; (13) election law bills; (14) bills to disapprove rules under GS 150B-21.3 [effective date of rules provision under Administrative Procedure Act]; and (15) a joint resolution adjourning the 2011 Regular Session, sine die.

Discussion by City Council of issues and local acts which it desires to pursue with our local legislative delegation during this Session should occur at this time

so that the City's legislative initiatives can be developed and identified. Upon Council reaching a consensus, resolutions for Council's consideration will be presented at its Thursday, April 12, 2012, meeting which will request the City's local legislative delegation to seek enactment of identified initiatives during the Session.

The City is not alone in its efforts to secure legislation which will assist it in providing services to its citizens. The North Carolina League of Municipalities, in representing its more than 530 member cities, towns, and villages, promotes the common interests of municipalities in the General Assembly. Attached is a copy of the NCLM Advocacy Agenda 2011-2012 and the NCLM Core Municipal Principles 2011-2012.

Some potential legislative initiatives for Council to consider for this session or future sessions have been developed and are as follows:

Preservation of Municipal Revenue Sources

Support efforts to preserve the existing revenue sources of cities. One issue to be addressed during the 2012 Session will be adjusting the budget for the State. In past sessions, proposals were considered which involved transferring municipal revenue sources to State revenue sources. Cities are reliant upon these revenue sources in order to provide services to their citizens. Any transfer of municipal revenue sources from cities will result in passing the State's budget problems on to cities. Cities, in turn, would then be required to either reduce services provided to citizens or increase revenues. It is important that existing municipal revenue sources be preserved.

Enforcement of ABC Laws by Local Law Enforcement

At its September 8, 2011, meeting, City Council reviewed the recommendations of the Special Task Force on Public Safety and provided direction on those it desired to further pursue. One of the recommendations which Council determined to further pursue is "Pursue bill through NC legislature to allow Greenville Police to assist Pitt County ABC officers with enforcement of ABC laws. Continue multi-agency enforcement initiative with GPD, Pitt County ABC and Greenville Fire-Rescue fire marshal. Enforce underage alcohol violations on alcohol establishments as well as underage individuals."

Under the rules of the "short session", a bill on this topic is not likely to be considered. But there is a possibility that such a bill may be considered.

Seek legislation to grant more flexible authority for local law enforcement officers to enforce ABC laws. There is a need to supplement and enhance the enforcement efforts of the ABC laws. There are a limited number of ABC officers and ALE officers. The limited number of ABC and ALE officers impacts the ability to enforce the ABC laws with the number of permitted establishments and the geographic area involved. Local law enforcement involvement would provide additional resources to enforce the ABC laws.

Compliance with the ABC laws by establishments would reduce the likelihood of illegal activities at the establishments and potential violence.

Local Act: Revenue Source from Establishments Having ABC Permits

At its September 8, 2011, meeting, City Council reviewed the recommendations of the Special Task Force on Public Safety and provided direction on those it desired to further pursue. One of the recommendations which Council determined to further pursue is “Seek legislation to provide the authority for the City of Greenville to levy a tax or fee on the sale of alcoholic beverages at all or a class of establishments having ABC permits with the proceeds being dedicated for law enforcement purposes.”

Under the rules of the “short session”, a local bill is required to be certified as non-controversial. Because of this, such a local bill will not be eligible during this Session and will need to be addressed when Council considers its 2013 legislative initiatives.

Seek legislation to provide the authority for the City of Greenville to levy a tax or fee on the sale of alcoholic beverages at all or a class of establishments having ABC permits with the proceeds being dedicated for law enforcement purposes. The City of Greenville is required to expend significant resources to address the adverse impacts caused by certain establishments which have ABC permits. The City of Greenville incurs annual expense of approximately \$500,000 for law enforcement personnel in order to maintain public safety in the downtown area due to the concentration of private clubs in the downtown area. It is equitable to fairly apportion the expense borne by the City of Greenville to the establishments causing the need for the expenditure.

Authority to Regulate Concealed Handguns on Greenways and Campgrounds

During its review of the ordinance which amended provisions relating to carrying a concealed handgun in recreational facilities, the Recreation and Parks Commission discussed the need to have the authority to regulate concealed handguns on greenways and campgrounds. Council Member Blackburn has also expressed an interest in this authority at a Council meeting.

A bill on this topic may or may not be considered during the “short session”. There has been significant discussion on a statewide level since the General Assembly changed the law in 2011 relating to the authority of cities to regulate the carrying of concealed handguns. So, there is the possibility that an amendment to this law, applicable on a statewide basis, may occur.

Seek legislation to grant the authority for cities to prohibit the carrying of concealed handguns in greenways and campgrounds. During the 2011 Session of the North Carolina General Assembly, a law was enacted which limited the existing authority of cities to regulate the carrying of a concealed handgun by a person having a permit to carry a concealed handgun. The new law retained the

authority for cities to prohibit, by the posting of signs, the carrying of a concealed handgun in a city building and its appurtenant premises. But, it changed the authority relating to parks so that a city cannot prohibit the carrying of a concealed handgun in “parks” but can prohibit the carrying of a concealed handgun in “recreational facilities” which is defined by statute as including only a playground, an athletic field, a swimming pool, and an athletic facility.

Preservation or Enhancement of Existing Authorities to Enter into Public-Private Partnerships

Support the preservation or enhancement of existing authorities to enter into public- private partnerships. North Carolina Speaker of the House Thom Tillis established the House Select Committee on Public-Private Partnerships and charged it with examining the appropriate authority for State, regional, and local governments to engage in public-private partnership methods through a regulatory framework. This examination is finding that government at all levels need to engage in a consistent, predictable process for public-private partnerships in order for the private sector to dedicate substantial time and resources to develop such projects. Public-private partnerships have been successfully used by cities in the State to facilitate development and create employment. An example in Greenville is the partnership which resulted in the Greenville Convention Center and the improvements to the Hilton Hotel. The existing authorities to enter into public-private partnerships should be preserved or enhanced to support the use of public private partnerships.

Organizations Which Assist in Economic Development Efforts

Support State funding of statewide and regional organizations which assist in economic development. The North Carolina Rural Center has a focus on job creation programs and receives funding from the State. North Carolina’s Eastern Region economic development partnership is one of seven State sanctioned regional economic development partnerships in North Carolina and it previously received State funding on a recurring basis as a component of the State budget. The City has received assistance from both organizations in funding. Additionally, the Eastern Region economic development partnership has served as a resource for the City for assistance in recruiting business and providing advice on structuring economic development initiatives. The Rural Center has provided a building re-use grant to the City which helped fund the architectural study on the Uptown Theater. The Eastern Regional economic development partnership acted as the primary sponsor for the BMX Showcase event in November, 2011, and has assisted financially in other Greenville based projects in which the City was not involved. Continued and possibly expanded State funding of these organizations will promote economic development. This is an initiative of the North Carolina Economic Developers Association.

Fiscal Note:

The development of the Legislative Initiatives will not have a fiscal impact.

Recommendation: Identify the initiatives which Council desires to include in its Legislative Initiatives so that resolutions for Council action at the April 12, 2012, meeting can be developed.

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

Attachments / click to download

- [2011-12 Municipal Advocacy Goals](#)
 - [2011/12 Core Municipal Principles](#)
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NCLM 2011-12 Municipal Advocacy Goals

Adopted January 20, 2011

THE LEAGUE MEMBERSHIP ADOPTED THE FOLLOWING TOP PRIORITY GOALS FOR THE 2011-2012 GENERAL ASSEMBLY. The Advocacy Goals Conference on January 20 was the final step in a deliberative, inclusive, member-driven process. The League's three standing legislative action committees will go back to work and consider recommendations to the League Board of Directors on other issues that affect our municipalities.

Municipal officials all across North Carolina and the League advocacy staff look forward to working with all members of the General Assembly to accomplish these goals. All North Carolinians have a stake in assuring that our cities and towns remain vibrant and open for business. As the League's new tag line says, it's about good government and great hometowns.

- 1** Seek legislation reforming annexation laws that ensures the ability of a city to grow in a reasonable manner, while providing quality municipal services on a timely basis.
- 2** Seek legislation to allow municipal creation or extensions of extra-territorial jurisdictions (ETJ) without county approval.
- 3** Support a system of liquor sales that maintains a local referendum about the decision to sell liquor, preserves local control over the location and density of liquor outlets, preserves the local revenue stream from liquor sales, and increases the authorized local permit fees statewide.
- 4** Support legislation to expand the sales tax base to include services.
- 5** Seek legislation to protect the privacy of municipal residents by limiting public access to lists of email addresses submitted by citizens to municipalities.
- 6** Seek legislation to strengthen the role of municipalities in the approval, renewal and revocation of ABC permits.
- 7** Seek legislation to allow Powell Bill funds to be used for sidewalks and walking paths that are adjacent to, but not located within, the right-of-way of State-maintained roads.
- 8** Seek legislation enhancing the authority of cities to own and operate broadband systems for their citizens, and providing incentives for last mile public-private partnerships. Include authority for cities that currently have operating broadband systems to continue.
- 9** Seek legislation to allow all municipalities to adopt a prepared meals and beverage tax.
- 10** Seek legislation creating a state bond program for upgrades to water and wastewater treatment systems, expansion of stormwater programs and assured water supplies.
- 11** Seek legislation ensuring significant municipal decision-making authority and respect for local ordinances in the design of transportation projects across all NCDOT Divisions, to lower congestion, enhance quality of life, improve aesthetics, improve public safety and bolster public health for city residents, regardless of the city's financial participation in a project.

MORE

- 12** Support legislation permitting a governmental entity to seek an order of abatement where a property may have some legitimate use, but is also the source of regular criminal nuisance activity.
- 13** Support the equal application of water quality management rules that impact cities to N.C. municipalities, counties, state agencies and private operations, require payment of city stormwater fees by all state agencies, and require maintenance of all stormwater structures by permitted entities.
- 14** Seek legislation to: 1) require that counties conduct a public hearing before approving a resolution choosing the method of sales tax distribution; 2) delay the implementation of a change in method until July 1 of the calendar year following the adoption of the change; and 3) phase in the change in method over four years.
- 15** Seek legislation to increase the existing municipal vehicle fee for public transportation from \$5 to a maximum of \$20, and allow it to also be used for pedestrian and bicycle projects.
- 16** Seek legislation to grant more flexible authority for local public safety officers to enforce ABC-related laws.
- 17** Seek legislation to allow all municipalities to adopt impact fees to pay for growth-related infrastructure and services.
- 18** Support legislation to increase funding for the State Mobility Fund in order to support regional congestion mitigation projects, interstate maintenance and a Powell Bill supplement; and to provide additional funding sources for State transportation projects.
- 19** Seek legislation to revise the local land transfer tax so that: 1) it can be adopted without a referendum; and 2) municipalities receive a share of the revenues.
- 20** Support legislation to reform the municipal business privilege license tax by: 1) eliminating exemptions and caps for specific categories of businesses; 2) specifying the appropriate bases for the tax; 3) requiring municipalities to adopt a rate schedule that applies to all types of businesses within a municipality; 4) limiting the amount of taxes paid by businesses that have business activity within a municipality but no business location within it; and 5) capping the amount of tax that can be imposed on any single business location.
- 21** Seek legislation to allow municipalities to establish vacant housing receivership programs for the purpose of rehabilitating structures not meeting minimum housing standards and transferring them to responsible ownership.
- 22** Support legislation establishing a water permitting system that protects existing municipal withdrawals, allows for future growth, includes all withdrawers and accounts for all downstream users.
- 23** Support legislation providing municipalities with the authority to impose a fee to recover the costs of vehicle accident and fire response from at-fault drivers and parties responsible for fires, up to a statutory maximum amount.
- 24** Support legislative and regulatory efforts for efficiencies in water, wastewater and stormwater permitting processes.
- 25** Seek legislation to classify reclaimed water as a resource water, and study the injection of treated water into aquifers.

NCLM Core Municipal Principles 2011–2012

The following principles provide a foundation for advocacy and strategic planning to ensure excellence in municipal government as our North Carolina cities and towns serve their citizens and promote a “hometown” quality of life unique to North Carolina communities:

Adequate Municipal Authority

Municipalities need a broad grant of authority and flexibility to allow elected officials to make decisions that effectively and efficiently meet the ever-expanding needs of their citizens.

Voters elect municipal officials to decide significant issues in the public interest, which varies within the unique context of each municipality. Accordingly, the League stands opposed to legislation preempting municipal authority and to measures designed to otherwise erode local control of significant municipal issues. Municipal grants of authority should be broadly construed to include supplemental powers reasonably necessary to carry out the functions.

Municipal Revenues

Sound municipal government requires preservation and enhancement of the existing tax and revenue structure.

The property tax, state-collected local taxes and revenues, and various local option revenue sources are all integral components of a stable, reliable and balanced revenue stream for municipalities. State-collected revenues should be distributed reasonably and equitably, providing local elected officials autonomy to best determine their use. New revenues, including those that may be obtained through local option revenue sources, are essential to meet the future needs of municipal citizens, to provide the infrastructure necessary for vital public services, and to fairly apportion the costs of growth. It is also imperative that any lost or repealed revenues be replaced, retroactively if necessary.

Municipal Expenditures

Fiscal integrity and sound financial management require flexibility to borrow, invest and expend funds for public purposes.

Cities are challenged to use the funds entrusted to them in the most efficient and responsible manner possible. Flexibility in financing options and expansion of municipal investment authority provide basic tools to help meet that challenge. The capacity to determine the nature and amount of an expenditure, based upon the totality of factors involved within the unique context of each city, is essential to economic efficiency and management. Cities need discretion to fund investments in infrastructure and local improvements such as affordable housing, redevelopment projects, and business and economic incentives.

Mandates

The state and federal governments should not enact burdensome and expensive mandates without adequate local authority, flexibility and additional financial resources for implementation and continuation.

Mandates to perform functions or activities placed upon cities by the state or federal governments, either directly or through agency or administrative action, should be accompanied by funds for their implementation and continuation. Cities should not be required to appropriate funds for particular programs or functions, or to contract with private companies for public services. Management and human resources decisions must remain in the sound discretion of the municipal governing body.

MORE

Open Government and Ethical Conduct

All levels of government should adhere to principles of responsible open government and ethical conduct.

The League supports the principle of openness in government and endorses the concept that meetings of governmental bodies should be open to the public. There are reasonable exceptions that should permit closed sessions when such limitations are in the public interest. Public records should also be available to the public with reasonable exceptions for protection of confidentiality that are in the public interest. Elected and appointed officials should adhere to standards of conduct that promote public confidence in our system of governance. Additional requirements regarding openness, access to records, conflicts of interest and ethical conduct should not be applied to local governments only.

Municipal Liability

Fundamental rules pertaining to the liability of governmental entities should apply across all levels of government.

Municipalities continually seek to provide a wide range of services to meet the needs of their citizens in furtherance of the public health, safety, and welfare. Accordingly, the League stands opposed to proposals placing burdensome liability upon municipalities, including measures that seek to erode well-established principles of immunity or other defenses, and to proposals unfairly imposing cost-shifting upon municipal taxpayers.

Municipal Growth

Healthy municipal centers are essential to the economic viability of the state. Municipalities must maintain the ability to expand and provide the higher level of services demanded by the citizens.

Cities and towns are the economic engines of the state and must be permitted to grow in an orderly and reasonable manner that supports the continued economic development of the state. New growth in and around existing municipalities should utilize existing infrastructure for the most efficient use of public revenue. Annexation ensures that all those who benefit from a municipality through use of the infrastructure, municipal amenities, proximity to jobs, commerce, and cultural resources, bear a fair share of the cost of providing those services. The legislature should not permit a new incorporation whose primary purpose is to prevent a proposed annexation without evidence of its ability to provide the necessary services. Municipalities are encouraged to enter into agreements to foster inter-local cooperation and long-range planning.

Municipal Services

Municipalities require adequate authority and flexibility to finance, operate and manage essential services to protect public safety, promote sanitation, health and welfare, and improve the quality of life.

In order to serve growing urban populations with water, sewer, transportation, police protection, fire protection, solid waste, stormwater, electricity, parks and recreation, public housing, and other services, municipalities need the autonomy to make appropriate management, human resources, financial, and operational decisions. With regard to enterprise services, municipalities must be free to determine appropriate rates and service areas, and free to determine when it is appropriate to enter into regional or multi-jurisdictional arrangements. State taxes or fees should not be imposed on municipal enterprise services. Furthermore, the power of eminent domain must be preserved as a means of acquiring property to provide municipal infrastructure, facilities, and services for the public benefit.

MORE

Planning and Land Use

Municipal planning authority must be maintained for sound growth, long-range planning and growth management.

Long range municipal planning is an essential aspect of municipal health and economic viability. Vibrant, well-planned cities are the economic engines of the state, attracting new businesses and industries, while providing the quality of life expected by residents in and around municipalities. Public participation and private property rights are key elements of growth management. For this reason, the government closest to the people is the best venue for making land use decisions. Municipal authority must be maintained and enhanced to allow for more flexibility and options. Necessary tools for planning include the ability to zone, to review and approve buildings and new development, exercise extraterritorial jurisdiction, urban redevelopment, and economic development strategies. Municipalities must have the capability to protect and plan for infrastructure, as well as ensure that the public health, safety and welfare of the citizens are preserved.

Environmental Protection

For municipalities to be successful partners in environmental protection, environmental laws, practices and regulations must be science-based, feasible, and equitable, with flexibility to comply in the most cost-effective manner.

Local governments are partners with state and federal agencies in protecting the environment and quality of life for our citizens, serving as both regulators and members of the regulated community. As regulators, municipalities need adequate authority to set standards, enforce requirements, and perform inspections. The discretion to impose more stringent requirements than the state when necessary to protect public health or the environment must not be impaired, and delegation of any state regulatory programs must be voluntary. The state should continue to provide technical assistance to local governments as well as its share of financial resources for the implementation of environmental programs. In supporting environmental programs, local governments as well as the state should maintain the ability to make reasonable, equitable, and justifiable adjustments in permitting and compliance fees to help recover the costs of regulatory programs.

As members of the regulated community, municipalities must be allowed full participation in the development of new environmental laws and regulations. Environmental laws, practices and regulations should be based on sound science, be technologically and economically feasible, apply equitably to all contributors of pollution, allow the flexibility to attain standards using those practices best suited to the topographical, hydrological, atmospheric, and other characteristics of the jurisdiction and provide incentives that recognize existing environmental programs. The state and federal governments should fully analyze costs associated with environmental requirements before adopting them.

This League endorses and supports the current National Municipal Policy and will actively support NLC efforts with respect to federal legislation and issues unless there is a clear conflict with the adopted policies of this League.



City of Greenville, North Carolina

Meeting Date: 4/9/2012
Time: 6:00 PM

Title of Item: Emergency medical service unit at Fire/Rescue Station 4

Explanation: The Greenville Fire/Rescue Department is continuously striving to improve the mitigation and respond to the various risks factors that jeopardize the fire and life safety of the City of Greenville. Among community risks, emergency medical incidents are situations with the most severe time constraints. That is, a rapid response to critical, life-threatening medical emergencies, such as cardiac and respiratory arrest, increases victim survivability. The Department is requesting to improve its EMS service in the only response area of the city that is not served by an ambulance. That area is Fire/Rescue Station 4's response area.

Council Member Kandie Smith initially expressed concerns about EMS service north of the Tar River during the February 21, 2011, City Council meeting. During the 2012 City Council Planning Session, City Council directed staff to present options to add a full EMS unit (personnel and EMS vehicle) and EMS vehicle only. Staff presented a report identifying the cost of each option in Notes to Council on March 7, 2012.

Staff is pursuing the option to use current Fire/Rescue Station 4 personnel to staff both the current engine assigned to the station and a new ambulance. This is a request to appropriate Vehicle Replacement Fund fund balance to purchase an ambulance for Fire/Rescue Station 4. Further, this is a request for supplemental funds to be appropriated to equip the ambulance with medical equipment and supplies, mobile radio, and mobile computer.

Fiscal Note: Funds are available in the Vehicle Replacement Fund fund balance to cover this recommendation for \$276,429. The cost to purchase the ambulance is \$194,429 and the equipment costs are \$82,000. First year operating costs of \$13,735 for fuel and fleet services will be absorbed in the existing Fire/Rescue budget.

Recommendation: Approve the appropriation of \$276,429 from the fund balance of the Vehicle Replacement Fund to purchase and equip an ambulance for Fire/Rescue Station 4.

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

Attachments / click to download



City of Greenville, North Carolina

Meeting Date: 4/9/2012
Time: 6:00 PM

Title of Item: Contract award for the Second Intermodal Transportation Center Site Selection Study

Explanation: The City Council directed staff at the October 10, 2011, City Council meeting to conduct another site selection process for the Intermodal Transportation Center. The Public Works Department solicited proposals from qualified firms to undertake the second site selection study. This work will include required environmental reporting.

Requests for proposals were mailed in December 2011, and two (2) proposals were received. Moser, Mayer, Phoenix (MMP) was selected as the most qualified firm. A list of firms invited to submit a proposal is attached (Attachment 1). MMP was the firm that performed the Intermodal Transportation Center feasibility study, site selection/operating model study, and environmental reporting for the first site approved by City Council.

Attached is a lump-sum proposal inclusive of a detailed scope of work as proposed by Moser, Mayer, Phoenix and recommended by staff (Attachment 2), and copy of the firm's proposal (Attachment 3). The negotiated lump-sum fee for this phase of the project is \$159,391.32; a copy of the draft contract is attached (Attachment 4). For your reference, a copy of staff's Intermodal Transportation Center update dated February 29, 2012, is also attached (Attachment 5).

Fiscal Note: A Federal Transit Administration Section 5037 grant will fund 80% (\$127,513.06) of this project. NCDOT will fund 10% (\$15,939.13) of the project cost. The City will pay the remaining 10%, or approximately \$15,939.13, local match. Funds are available in the Intermodal Transportation Center capital project budget for the City's 10% match.

Recommendation: City Council award a contract to Moser, Mayer, Phoenix in the lump-sum

amount of \$159,391.32 to perform the second site selection study and the required Federal Transit Administration environmental report for the Greenville Intermodal Transportation Center.

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

Attachments / click to download

- [List of Firms](#)
 - [Lump Sum Proposal](#)
 - [MMP Proposal](#)
 - [Proposed Contract](#)
 - [Update](#)
-

Updated 12/28/11

Consultant List: RFP for ITC Site Selection #2

MR. ROBERT GOBLE
CGA CONSULTING SERVICES, INC.
1619 SUMTER STREET
P O BOX 11287
COLUMBIA, SC 29211-1287

MS. REBECCA CHERRY
CHERRY CONSULTING OF THE CAROLINAS
6227 GOTHIC COURT
CHARLOTTE, NC 28210-700

MR. WAYNE MOODY, P.E.
HDR ENGINEERING, INC
128 S. TRYON STREET, SUITE 1400
CHARLOTTE, NC 28202
(12/20/11: letter RTS; attempted not known; unable to forward
found different address in Charlotte –
440 S. Church Street, 28202 and
400 S. Tryon Street, Suite 2401, 28285)

MR. ROBERT E. BUSH, AICP
HDR ENGINEERING, INC. OF THE CAROLINAS
3733 NATIONAL DRIVE, SUITE 207
RALEIGH, NC 27612-4845

MR. DAVID WAGGONER
HEERY INTERNATIONAL, PC
434 FAYETTEVILLE STREET MALL, SUITE 1500
RALEIGH, NC 27601

MR. JAMES G. HITE, AIA
HITE ASSOCIATES, PC
2600 MERIDIAN DRIVE
GREENVILLE, NC 27834

MR. JOHN FARKAS, AIA
JKF ARCHITECTURE
P.O. BOX 20662
GREENVILLE, NC 27858

MS. SUE KNAPP
KFH GROUP
4920 ELM STREET
SUITE 350
BETHESDA, MD 20814

MR. HARLAN BRITT, P.E.
KIMLEY-HORN AND ASSOCIATES, INC.
P O BOX 33068
RALEIGH, NC 27636-3068

MR. SCOTT LANE
LOUIS BERGER GROUP
1513 WALNUT STREET
SUITE 250
CARY, NC 27511
(12/23/11: letter RTS; not deliverable as addressed, unable to forward;
found different address in Raleigh –
1001 Wade Avenue, Suite 400, 27605)

MR. GEORGE ALEXIOU
MARTIN/ALEXIOU/BRYSON, PLLC
2414 WYCLIFF ROAD, SUITE 101
RALEIGH, NC 27607
(12/20/11: letter RTS; not deliverable as addressed, unable to forward
found different address in Raleigh -
4000 West Chase St, 27607)

MR. ROBERT L. MARTIN, P.E., AICP
975 WALNUT STREET
CARY, NC 27511

MR. ROBERT BABBITT
MCDONALD TRANSIT ASSOCIATES, INC.
4500 MERCANTILE PLAZA DRIVE, SUITE307
FORT WORTH, TX 76137
(letter RTS; not deliverable as addressed; unable to forward)
3800 Sandshell Drive, Suite 175
Ft Worth, TX 76137
faxed 12/14/11)

MR. ALBRECHT N. MCLAWHORN, AIA
MHA WORKS
408 EVANS STREET, SUITE 102
GREENVILLE, NC 27858

MR. KENNETH C. MAYER, JR. AIA
MOSER MAYER PHOENIX ASSOCIATES, PA
328 EAST MARKET STREET, SUITE 200
GREENSBORO, NC 27401

MR. DAVID CHARTERS, P.E.
PARSONS BRINKERHOFF
909 AVIATION PARKWAY, SUITE 1500
MORRISVILLE, NC 27560
(letter RTS; forward time expired:
434 Fayetteville St, Suite 1500
Raleigh, NC 27601
faxed 12/14/11)

MR. JOHN C. ADAMS
PBS&J
1616 EAST MILLBROOK ROAD
SUITE 310
RALEIGH, NC 27609-4968

Updated 12/28/11

MS. ROBBIE SARLES, PRINCIPAL
R.L.S. AND ASSOCIATES, INC.
3131 S. DIXIE HIGHWAY, SUITE 545
DAYTON, OHIO 45439

MR. FRANK SPIELBERG
SG ASSOCIATES, INC.
4200 DANIELS AVENUE, Suite 201
ANNADALE, VIRGINIA 22003
(letter RTS; attempted not known, unable to forward; suite # only
difference in address on-line; tried to fax but # not in service)

MR. RICHARD JOHNSON
THE EAST GROUP
P.O. BOX 7305
GREENVILLE, NC 27835
(letter RTS; not deliverable as addressed, unable to forward; 324
Evans Street, Greenville 27858?)

MR. TED J. RIECK
TRANSYSTEMS CORPORATION
2400 PERSHING ROAD, SUITE 400
KANSAS CITY, MO 64108

MR. DAVID J. SAMPSON
URBITRAN ASSOCIATES, INC
50 UNION AVENUE, UNION STATION, THIRD FLOOR
EAST
NEW HAVEN, CT 06519
(letter RTS; not deliverable as addressed; only other address found was
in NY; per Thom, no other action needed)

MR. DAVE DICKEY
URS CORPORATION, NORTH CAROLINA
6135 SOUTH PARK DRIVE, SUITE 300
CHARLOTTE NC, 28210
(rec'd response from company; different address and contact person:
David A. Griffin, CEP
Vice President/Environmental Planning Group Manager
1600 Perimeter Park Drive
Suite 400
Morrisville, NC 27560)

MR. TERRY SNOW, P.E.
WILBUR SMITH AND ASSOCIATES
421 FAYETTEVILLE STREET MALL, SUITE 1303
RALEIGH, NC 27601

MR. FRANK M. ROWE, P.E.
WILEY & WILSON
50 SHORELINE DRIVE
NEW BERN, NC 28562-8928
(letter RTS; not deliverable as addressed
couldn't find another address, number)

submitted proposal

**Greenville Intermodal Transportation Center
Facility Programming, Site Evaluation and Conceptual Design**

2-Apr-12

Proposed Fee Budget by Task

Task Description	Estimated Manhours	Fee Estimate	Remarks
1 Develop Work Plan, Schedule	8	\$ 1,200.00	
2 Collect Data and Assess Needs	40	\$ 6,000.00	
3 Define Conceptual Layout	40	\$ 6,000.00	
4 Identify Candidate Sites	40	\$ 6,000.00	
5 Analyze Candidate Locations	85	\$ 12,750.00	
6 Develop Preferred Intermodal Transportation Center Conceptual Design	95	\$ 14,250.00	
7 Develop Conceptual Construction and Project Costs	40	\$ 6,000.00	
Subtotal	348	\$ 52,200.00	
8 Funding Analysis	128	\$ 12,800.00	Note: final scope and need for this task is still to be determined. The amount listed is a contract allowance which will be adjusted at a later date.
9 Public Involvement Process*			Note: all potential Public Involvement Process costs are included below rather than in individual task areas above.
Project Team Coordination	24	\$ 2,973.24	
Public Engagement Plan	20	\$ 2,537.60	
Stakeholder Input Sessions (2)	56	\$ 6,338.56	
Community Meetings/Workshops (2)	72	\$ 8,081.12	
Web-based Survey	28	\$ 3,408.88	
Rider Survey	48	\$ 5,587.08	
Handouts/Print Materials for workshops	28	\$ 3,169.28	
Summary Reports for Workshops/Hearing	36	\$ 4,040.56	
Total Labor	312	\$ 36,136.32	
10 Environmental Process			These fees are NOT cumulative; i.e. project cost will be one or the other, not a combination of estimates.
CE Documentation OR EA/FONSI Documentation	200	\$ 26,500.00	
	260	\$ 34,800.00	\$ 34,800.00
Optional attendance at Greenville Visit 3	22	\$ 3,355.00	\$ 3,355.00 If complex environmental issues identified in the preliminary scan of the "long list" of sites; attendance at the Technical Steering Committee worksession by MAB may be appropriate.
Optional attendance at Greenville Visit 5: Public Hearing	19	\$ 2,398.00	\$ 2,398.00 The COG has handled this in the past. This option is presented should the City prefer that MAB make the EA/CE process presentation at the City Council Public Hearing.
11 Prepare Study Report/Attendance at final City Council Public Hearing			40 \$ 4,000.00
Reimbursables Allowance			
Tasks 1-7		\$ 3,500.00	
Task 8--Funding Analysis		\$ 2,096.00	
Task 9--Public Involvement		\$ 1,255.00	
Task 10--Environmental Process		\$ 6,851.00	\$ 6,851.00 Expenses for this task will depend upon travel and other involvement related to the final scope of this task.



CITY OF GREENVILLE

INTERMODAL TRANSPORTATION CENTER

FACILITY PROGRAMMING, SITE EVALUATION, & CONCEPTUAL DESIGN



December 22, 2011

Mr. Wes Anderson
City of Greenville
Department of Public Works
1500 Beatty Street
Greenville, NC 27834

Re: Intermodal Transportation Center—Facility Programming, Site Evaluation and Conceptual Design

Dear Mr. Anderson:

Moser Mayer Phoenix Associates (MMPA), in collaboration with Wendel-Duchscherer (WD) and Martin Alexiou Bryson (MAB), is pleased to present our qualifications for consideration on the above project. After review of your proposed Scope of Work we believe that our team offers unique experience for this project.

Familiarity with the ITC Project and with Greenville: Our team's history with this project began in 2005 and has continued through 2011. We have a deep understanding of the City's objectives for the ITC, the potential sites to be considered, the relationship of the ITC to other development and redevelopment goals, and the community's sensitivities regarding location and impacts on historic properties. In addition, BBP Associates has worked with Uptown Greenville, and MMPA has a 10 year relationship with East Carolina University.

Transit Experience: Wendel Duchscherer is nationally recognized in the field of transportation facility planning and design. MMPA and WD have collaborated on ten transportation projects in North and South Carolina including seven Intermodal Transportation Centers.

FTA Site Selection Experience: We have extensive experience in site selection processes completed in accordance with FTA requirements. The site selection criteria will evolve from operations requirements and the site and building program. These criteria will be developed into a matrix (weighted by priority) that can be used in comparing each potential site.

Public Engagement and Outreach: Karen Simon and Ken Mayer will lead the outreach effort. Each of these individuals has extensive experience in facilitating public input for transit and other projects; and Mr. Mayer has facilitated a number of public sessions in Greenville. We will utilize various techniques to work with groups of stakeholders and customers including surveys, "brown paper sessions", a "transit day" among others.

Project Management: Our team's Project Manager will be Kenneth C. Mayer, Jr., FAIA, LEED AP. He has managed all of MMPA's transit related work (including our work in Greenville) and has long standing working relationships with our team members.

Environmental Process: Through their experience both in Greenville and with other North Carolina transportation projects, MAB has experience with various federal and state requirements that this process must meet. This experience includes working with Section 106 and other related requirements in the Environmental Assessment process.

Cost Modeling: Our cost modeling team will include: MMPAWD (overall project budget development); CCS (construction cost); and WD (operating and maintenance cost).

Funding Analysis: BBP Associates specializes in evaluation, alternative funding strategies, and leveraging development opportunities with transit oriented projects.

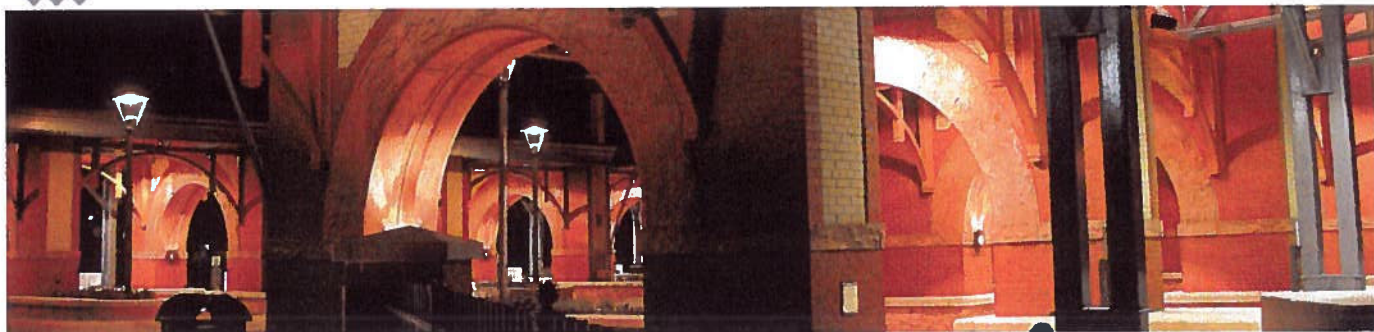
Historic Properties: Our team's extensive experience with historic properties—including research and impact assessments performed on Greenville properties—will expedite the process is historic properties are encountered.

In the attached brief response to your RFQ; we have addressed each of the criteria you have identified as important to consultant selection. We look forward to the possibility continuing our relationship with the City of Greenville and this project. Please let me know if you have any questions or need additional information.

With best regards,
MOSER MAYER PHOENIX ASSOCIATES, P.A.


Kenneth C. Mayer, Jr., FAIA
Principal

Cc: Ronald Reekes, WD
George Alexiou, MAB



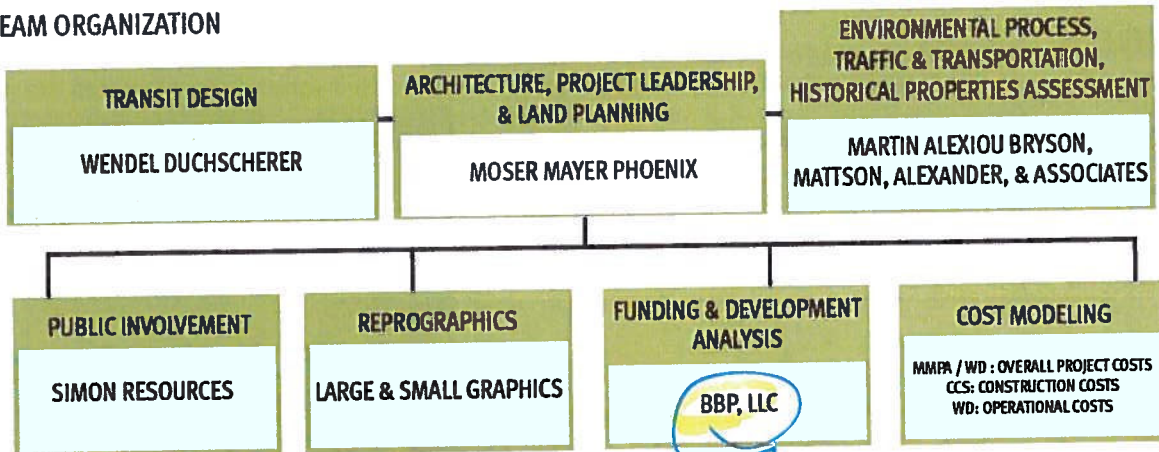
EXECUTIVE SUMMARY

Our team's response to the City of Greenville: Request for Proposal is organized by the identified evaluation criteria.

- **Qualification/experience with studies of similar type and size; brief history of firms**
Please see attached relevant project experience, as well as attached firm histories and descriptions.
- **Qualification/experience of subconsultants with studies of similar type and size and/or special expertise beneficial to the study**
Please see attached team organization/responsibilities, as well as relevant project experience of subconsultants
- **Demonstration of knowledge of transportation planning, engineering, passenger transit systems, historic preservation, land use planning, and an environmental assessment (including section 106 requirements).**
MMPA, M/A/B, and Wendel Duchscherer are a proven team with successful partnership on similar projects. This team has led the initial transit design, site studies, web development, and facility programming for Greenville. We are deeply familiar with GREAT and the City of Greenville. As you will see in our team description, we are fully equipped with adequate staff, as well as trained specialists in architecture, engineering, planning, land use planning, historic preservation, and environmental assessments, as would be required for a transit project such as this. Please see attached project descriptions for a sample of our experience with over 100 transit projects, many of which are very similar to this project in size and scope.
- **Indication of sufficient staff for all facets of the proposed project/workload, and previous work with proposed subconsultants**
Please see attached team description. Our team has 15 architects/engineers/specialists assigned to the project, with 48 team members available, as needed. We have teamed with all listed subconsultants, and have a proven history of success with each.
- **Identification of personnel and their qualifications for conducting assigned portions of the project, with brief resumes and biographical information for proposed project team and key persons**
Please see attached resumes and relevant project experience.
- **Identification of deliverables that convey appropriate progress throughout the project**
Please see attached budget submission and accompanying work plan for details.
- **Proposer's past record of performance on similar projects**
Please see attached project description sheets for details of our success on each.
- **Demonstration of understanding of the overall project goals, required activities, and sensitivity to ensuring community involvement**
Our team has an in-depth understanding of this project's goals and required activities due to the fact that we were responsible for the initial study and conceptualization. We are dedicated to finding a suitable site and creating design solutions that will not only meet the project goals, but will satisfy decision-makers and the community at large. Our proposed team includes Karen Simon of Simon Resources, LLC. This is an MWBE firm with a specialty in public involvement.
- **Demonstrated understanding of, and familiarity with, applicable federal and state laws, regulations, and standards**
Our combined experience with over 100 transit projects around the country, including many in North Carolina, gives us deep experience with applicable laws and standards.
- **Ability to meet the project schedule for the site selection process**
Our team is fully prepared and equipped to meet the proposed schedule for site selection. Since we are already familiar with the site options and the potential program, this will allow the process to move forward more efficiently and smoothly.
- **References**
Please see attached project description sheets for client contact information on each project.



PROJECT TEAM ORGANIZATION



TEAM RESPONSIBILITIES

- LEAD ROLE
- SUPPORT ROLE

	MMPA	M/A/B	WD	SIMON	BBP	CCS	LSG	MAA
PROJECT MANAGEMENT	<input checked="" type="checkbox"/>							
TRANSIT PROGRAMMING	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>					
TRANSIT SITE & BUILDING PLANNING	<input type="checkbox"/>		<input checked="" type="checkbox"/>					
LOCATION / SITE EVALUATION	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>			
TRAFFIC ANALYSIS		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>					
ARCHITECTURE	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>					
HISTORIC PROPERTIES ASSESSMENT		<input type="checkbox"/>						<input checked="" type="checkbox"/>
PUBLIC OUTREACH	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
COST MODELING								
PROJECT BUDGET	<input checked="" type="checkbox"/>		<input type="checkbox"/>					
CONSTRUCTION BUDGET	<input type="checkbox"/>		<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>		
OPERATIONS MAINTENANCE BUDGET			<input checked="" type="checkbox"/>					
FUNDING AND DEVELOPMENT ANALYSIS		<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>			
ENVIRONMENTAL PROCESS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
DOCUMENTATION & DELIVERABLES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
REPROGRAPHICS							<input checked="" type="checkbox"/>	
WEB PAGE UPDATES				<input checked="" type="checkbox"/>				

COMPANY NAME:

HUB/MWBE STATUS:

Martin / Alexiou / Bryson

Small Professional Services Firm
Small Woman and Minority (SWAM) Business

Mattson, Alexander, & Associates

Women's Business Enterprise (WBE)

Simon Resources

NCDOT: Unified Certification Program,
Small Professional Services Firm (SPSF)
Historically Underutilized Business (HUB)

Large and Small Graphics, LLC

NCDOT: Unified Certification Program
Minority Small Disadvantaged Business Enterprise
Minority Business Enterprise
Historically Underutilized Business (HUB)

Construction Cost Systems, Inc.

Historically Underutilized Business (HUB)
Pursuing NCDOT: Unified Certification Program
Minority Small Disadvantaged Business Enterprise
Minority Business Enterprise



FIRM PROFILES

MOSER MAYER PHOENIX ASSOCIATES, PA [MMPA]

Moser Mayer Phoenix was established in 1986, and is a full-service design firm led by William D. Moser, Jr. AIA NCARB, Kenneth C. Mayer, Jr. FAIA LEED AP, Thomas H. Phoenix, PE LEED AP, and J. Alan Cox, AIA. These principals oversee a skilled team of over 20 architects, engineers, and designers, all of whom combine a vast array of experience to form well-rounded, diverse, and holistic design creations.

OUR MISSION:

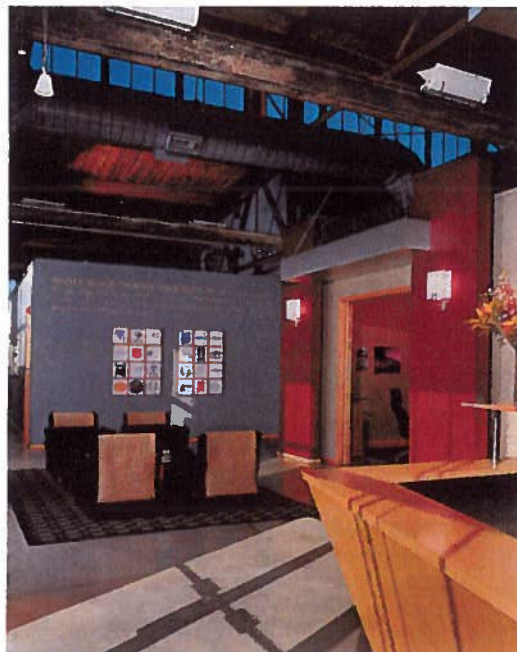
We provide inventive design solutions for the built environment. Our objective is to afford our clients & communities value, promote team growth and success, maintain profitability, and enjoy the trip!

SERVICES:

Architecture : Sustainable Design : Interior Design : Landscape Architecture : Site Services : Planning : Mechanical Engineering : Electrical Engineering : Plumbing Design : Fire Protection : Technology Infrastructure : Project Management

CONTACT:

Kenneth C. Mayer, Jr., FAIA LEED AP : kcmayer@mmpa.com
328 E. Market St. Greensboro, NC 27401 : 336.373.9800



MARTIN/ALEXIOU/BRYSON, P.C.

Martin/Alexiou/Bryson, P.C. (M/A/B) is a Raleigh-based consulting firm specializing in transportation planning and traffic engineering. The exceptional depth and breadth of staff experience has earned M/A/B the opportunity to participate in hundreds of projects for clients ranging from state departments of transportation, municipalities, metropolitan planning organizations, transit authorities, developers, architects, and multiple universities and colleges. Services include: traffic engineering, transportation planning, travel modeling, roadway design, campus planning parking, and transit/rail planning. In the past 11 years our firm has grown to 27, and includes many staff members that have experience with NEPA environmental documents, as well as community impact assessments and indirect and cumulative effects studies.

M/A/B's staff is experienced with developing numerous planning and environmental studies with a focus on NEPA analysis and documentation, community studies, and completing those studies as a component of a larger more comprehensive study. M/A/B has developed an experienced transportation and environmental planning practice which includes NEPA environmental analyses and documents, feasibility and corridor studies with environmental screenings, comprehensive and transportation planning studies, Community Impact Assessments (CIAs), and Indirect and Cumulative Effect (ICE) assessments. Recent NEPA studies have included Categorical Exclusion (CE) and Environmental Assessment/Finding of No Significant Impacts (EA/FONSI) documents for municipalities and Federal Transit Administration (FTA), and EA/FONSI

documents for the NCDOT and Federal Highway Administration (FHWA). We are very familiar with the FTA, FHWA, and NCDOT guidelines for the coordination and preparation of the various environmental studies. We understand that the documentation of potential environmental impacts is an integral part of project planning and development.

In addition to our environmental planning work, M/A/B has specific expertise in transit planning and has worked with transit agencies, jurisdictions, and numerous universities across the nation to develop or improve their transit systems. M/A/B has been working on transit planning projects since our firm began in 2000. Our transit planning services include:

- Short and long range transit plans
- Multimodal transportation center studies
- Corridor studies
- NEPA documentation for transit facilities
- Ridership modeling
- Transit Oriented Development (TOD)
- Transit feasibility studies
- Rural transit planning
- Service planning
- On-board surveys
- FTA New/Small Starts Applications



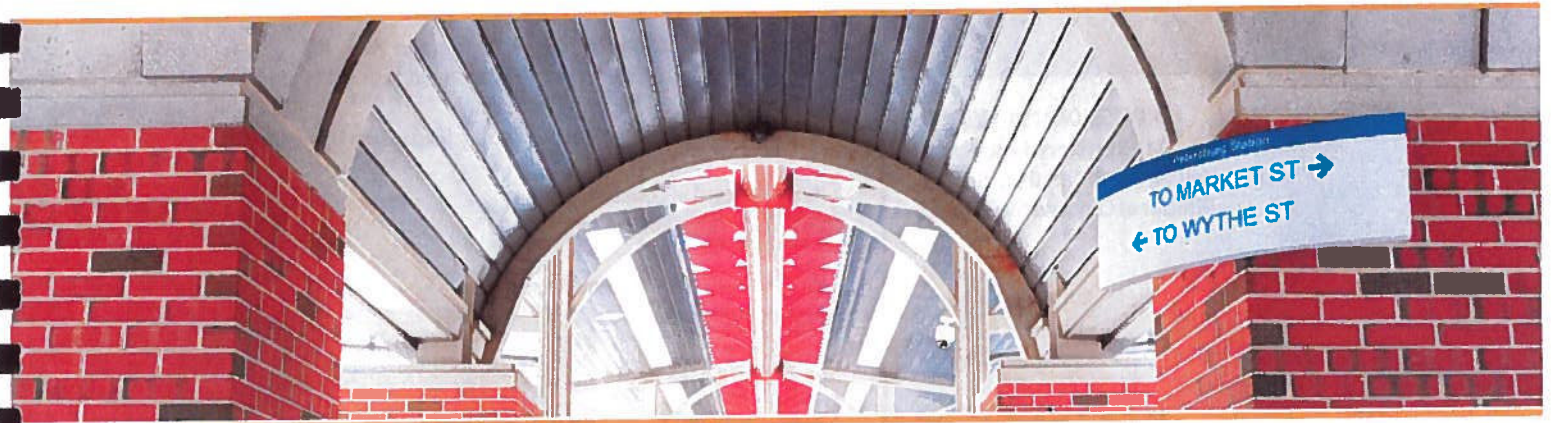
WENDEL DUCHSCHERER ARCHITECTS & ENGINEERS, P.C.

Wendel Duchscherer is a nationally recognized architectural and engineering firm dedicated to the betterment of the communities and industries we serve. We deliver energy management, architectural, engineering, and construction management services to local and state governmental agencies, and to public transportation, education, healthcare, tribal communities and private markets. Started in 1940, Wendel currently employs over 170 professionals and associates, the firm operates offices in Buffalo NY, Smithtown NY, Washington DC, Richmond VA, Mesa AZ, and Minneapolis, MN.

safety of the traveling public. Additionally, clients seek us for our experience in Transit Oriented Development (TOD) initiatives. Our approach is to demonstrate to our clients how to unlock the value of areas surrounding mass transit by identifying the optimum use of the site. Since designing our first transit project in 1975, Wendel Duchscherer has completed over 80 transportation projects from coast-to-coast. Currently, we are involved in significant TOD initiatives with the Washington Metropolitan Area Transit Authority which operates the second largest rail transit system in the United States.

WENDEL DUCHSCHERER PUBLIC TRANSPORTATION DIVISION

Wendel Duchscherer's Public Transportation Group helps cities around the country improve and modernize their transit service. Our expertise includes a mix of bus maintenance and multi-modal facility design. Our emphasis is on the specific needs of our clients, and the comfort and



BBP & ASSOCIATES, LLC

BBP & Associates, LLC (BBP LLC) is an economics and real estate development advisory firm which counsels an array of public and institutional clients, as well as both novice and sophisticated private investors, interested in bringing development projects to fruition. SSP LLC has unmatched experience and expertise providing predevelopment feasibility assessments and implementation strategies for a wide variety of product types and settings. SSP LLC is considered one of the leading development consulting firms nationwide, assisting federal entities and state and local governments with economic analysis and real estate development expertise. We have caused construction of over \$8 billion of development in 47 states and 4 countries while assisting over 1,100 public sector clients meet their development objectives.

In addition to these services, BBP LLC has extensive experience and expertise in the following selected specialized focus areas: Transit Oriented Development, Workforce I Affordable Housing, Innovative Financing I Funding, Tax Increment Financing (TIF), Development Impact Assessments, Corridor Revitalization. These issues, such as tax increment financing, transit-oriented development, and affordable/workforce housing, are becoming an increasingly important topic throughout the United States as governments seek innovative financing mechanisms and emerging demographic and economic trends impact where people live, work and play.

Development Services

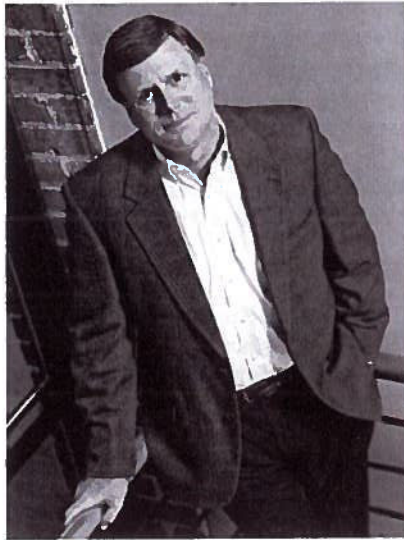
- Financing I Funding
- Predevelopment Feasibility
- Redevelopment I Urban Planning
- Economic Development
- Market I Economic Analysis
- Public I Private Development Feasibility
- Development Packaging
- Revitalization Assessments & Implementation Strategies

Product Types and Settings

- Retail
- Office
- Residential
- Hotel
- Recreation I Entertainment
- Institutional I Technology
- Industrial
- Government

Settings

- Downtown
- Urban Infill
- Suburban
- Rural I Greenfield
- Waterfront
- Transportation-Related
- Adaptive Reuse
- Regional I Statewide



RESUMES - MOSER MAYER PHOENIX

KENNETH C. MAYER JR., FAIA LEED AP – PROJECT MANAGEMENT AND CONCEPTUAL DESIGN

North Carolina State University: *Bachelor of Environmental Design; Bachelor of Architecture*

Mr. Mayer has been a principal with MMPA since 1987, and brings 27 years of architectural design experience with a focus on transportation facilities.

RELEVANT PROJECT EXPERIENCE:

City of Greensboro Transit Authority - Greensboro, NC
Multi-Modal Transportation Center (The Depot)
GTA Bus Maintenance Facility Study & Design

Triangle Transit Authority - Research Triangle Park, NC
Bus Operations and Maintenance Expansion & Feasibility Study
Bus Maintenance and Operations Facility
Bus Operations and Maintenance Facility [Expansion Design]

City of Concord – Concord, NC
RIDER Transportation Center

City of Greenville – Greenville, NC
Intermodal Transportation Center Feasibility Study

Spartanburg Area Rapid Transit Authority - Spartanburg, SC
Bus Transfer Center
Bus Maintenance and Operations Facility Study & Site Services
Bus Maintenance and Operations Facility Design

City of Asheville- Asheville, NC
Asheville Downtown Transit Center

Piedmont Authority for Regional Transportation [PART] Greensboro, NC
Intermodal Transportation Center Feasibility Study

City of High Point - High Point, NC
Broad Avenue Transit Facility

Fort Mill School System - Fort Mill, SC
Bus Maintenance & Operations Facility

PROFESSIONAL ACTIVITIES:
Registered Architect:
North Carolina, South Carolina, Virginia
Director of Conservative Affairs:

AIA:
AIA North Carolina
AIA/AGC Joint Cooperative Member
AIA/NC Bar Liaison - Committee Member

NC Board of Architecture
Past Member

UNCG Board of Trustees
Past Member & Chair

CIVIC ACTIVITIES:
Greensboro Partnership
Board of Directors

Action Greensboro
Operating Board

Guilford County Planning Board
Past Chairman

Principal with MMPA since 1987



PROFESSIONAL ACTIVITIES:
Associate AIA North Carolina



PROFESSIONAL ACTIVITIES
Landscape Architect –
North Carolina #441

Council of Landscape Architectural
Registration Boards (CLARB) Member
American Society of Landscape
Architects (ASLA)
(Past Triad Chairman)

American Planning Association (APA)

Member, Guilford Rotary Club
(Past President)

RESUMES - MOSER MAYER PHOENIX

BRIAN SLEVAR, ASSOCIATE AIA, CONCEPTUAL DESIGN
Philadelphia University: *Bachelor of Architecture*

Mr. Slevar joined Moser Mayer Phoenix Associates as an architectural designer with responsibilities including 3D modeling, rendering, and computer animations. Mr. Slevar is an associate member of the American Institute of Architects.

RELEVANT PROJECT EXPERIENCE:

RIDER - Concord, NC
New Transit Center

Greensboro Transit Authority - Greensboro, NC
Operations and Maintenance Facility

City of High Point - High Point, NC
Broad Avenue Transit Facility

Fort Mill School System - Fort Mill, SC
Bus Maintenance & Operations Facility

Center Pointe – Greensboro, NC
Office / Retail / Residential

ROBERT GRILL, ASLA - DIRECTOR OF SITE DEVELOPMENT
Michigan State University - Bachelor of Landscape Architecture

Robert Grill is Moser Mayer Phoenix Associates' Director of Site Services. Mr. Grill has more than 33 years experience in the management and coordination of site development services including conceptual design, master planning, land surveying, and site engineering for a variety of clients including municipal, educational, institutional facilities, office parks and recreational developments. He has been with MPPA since 2000.

RELATED EXPERIENCE:

City of Greenville – Greenville, NC
Intermodal Transportation Center Feasibility Study

City of Greensboro Transit Authority - Greensboro, NC
Multi-Modal Transportation Center (The Depot)
GTA Bus Maintenance Facility Study & Design

Triangle Transit Authority - Research Triangle Park, NC
Bus Operations and Maintenance Expansion & Feasibility Study
Bus Maintenance and Operations Facility
Bus Operations and Maintenance Facility [Expansion Design]

City of Concord – Concord, NC
RIDER Transportation Center

Piedmont Authority for Regional Transportation [PART] Greensboro, NC
Intermodal Transportation Center Feasibility Study



David C. Duchscherer, PE
Director of Public Transportation

SELECT PROJECT EXPERIENCE

- **Greenville Intermodal Facility, Greenville, NC** - Site selection, programming, transportation planner for intermodal facility for city, medical, and university buses
- **Greensboro Multi-Modal Transportation Center, Greensboro, NC** - New multi-modal transit center; transit planning, programming and design of conversion of historic railroad station into a new Intermodal Facility
- **Asheville Transportation Center, Asheville, NC** - Transit planning, programming and design
- **Richmond Intermodal Bus Facility, Greater Richmond Transit Commission (GRTC), Richmond, VA** - Site selection and design of a new city bus intermodal facility
- **Greater Lynchburg Transit Company (GLTC), Lynchburg, VA** - Site Selection Study and Conceptual Design for Transfer Facility and replacement bus maintenance and storage facility
- **Troy Michigan, New Bus/Rail Intermodal Facility, Troy, MI** - Design of new bus/rail Intermodal Facility
- **Fredericksburg Transit Center, Fredericksburg, VA** - Complete design and construction administration for new City bus and Greyhound bus transit center
- **Kalamazoo Intermodal Transportation Center, Kalamazoo MI** - Programming, planning and design of a new Intermodal Facility
- **Petersburg Multi Modal Transportation Center, Petersburg, VA** - Site selection and site design to replace an existing Multi-Modal Transit Center
- **Birmingham Alabama City and Intercity Bus Intermodal Facility, Birmingham, AL** - Design of new facility, site selection, preliminary design and cost estimating for Intermodal Facility
- **Spartanburg Intermodal Transit and Maintenance Facility, Spartanburg, SC** - Intermodal transit center and maintenance facilities, including site selection studies

PRINCIPAL

LICENSE

Professional Engineer - NY, CT, IL, OH, IN, FL, NC, AZ, PA, VA, AL, NJ, MI, & MA

EDUCATION

BS, Civil Engineering, Union College

MS, Civil Engineering, State University of New York at Buffalo

AWARDS

Union College, Gold Medal for Distinguished Engineering Accomplishments, 2008

Engineer of the Year, State University of New York at Buffalo, 2009

Order of Engineers, State University of New York at Buffalo, 2009

Erie Niagara PE Society 2007 Engineer of the Year

ACEC - National Award - New Principal

New York State "New Principal of the Year"

Who's Who in Engineering

Ronald H. Reekes

Business Development / Project Manager

SELECT PROJECT EXPERIENCE

- **Blacksburg Transit, Blacksburg, VA** - Feasibility Study and Programmatic Needs Assessment Upgrade for Multi-Modal Transit Facility located on the Virginia Tech Campus.
- **Greater Richmond Transit Commission, Richmond, VA** - Project manager for the design and site selection of a new Bus Intermodal facility.
- **City of Gainesville, RTS Transit System, Gainesville FL** - Project Director for Programming and developing a facility Master-plan layout for the new Operations and Maintenance facility of RTS. Facility Master-plan included project phasing and sequencing to meet budgetary constraints.
- **Greater Lynchburg Transit Company (GLTC), Lynchburg, VA** - Site Selection Study and Conceptual Design for Transfer Facility and Operations and Maintenance Facility.
- **Fairfax County Department of Transportation and Washington Metropolitan Area Transit Authority (WMATA): West Ox Bus Maintenance Facility, Fairfax, VA** - Commissioning and start up of new bus maintenance facility including: 911 call center, emergency management operation center, police headquarters and VDOT traffic center.
- **City of Petersburg, VA** - Assistant Director of Public Works, Director of Engineering, Transportation and Special Projects (2001-2008).

EDUCATION

James Madison University, Bachelors of Science, Management Science

Virginia Polytechnic Institute and State University

(Graduate Courses: Industrial Engineering Operation Research)

Virginia Commonwealth University

(Graduate Courses: Public Administration)

AFFILIATIONS

Virginia Transit Association

PUBLICATIONS /CONFERENCES

New York Public Transit Association (NYPTA) - Spring Conference in Glens Falls, NY, 2009 "Transit Design: Inspiring the Next Generation of Transit Riders"

M/A/B Qualifications



Keith Lewis, PE – NEPA Documentation Senior Project Manager

Project Experience

- Completion of an Environmental Assessment/FONSI for Greenville Intermodal Center, Greenville, NC.
- Goldsboro Union Station Multimodal Transportation Center: Bus Transfer Facility, Goldsboro, NC.
- Noise Measurement Study for Antioch Speedway and Tri-County Motor Speedway, Caldwell County, NC.
- US 70 Improvements from SR 3045 (Mount Hope Church Road) in Guilford County to SR 1309 (Westbrook Avenue) in Alamance County, NC.
- NC 540/Morrisville Parkway Environmental Assessment/FONSI and Interchange Study, Cary, NC.
- I-95/US 301 Improvements, Robeson County, NC.
- US 64 Widening, US 1 in Cary to Jordan Lake, Wake and Chatham Counties, NC.
- I-240/US 25 Interchange Upgrade, Buncombe County, NC.

Keith Lewis has 27 years of transportation planning, engineering, and project management experience. His wide variety of experience in NEPA environmental analyses and documentation, natural systems assessments and mitigation studies, Indirect and Cumulative Effects (ICE) studies, public involvement, transportation planning, traffic operations, and roadway design makes him a vital component for this project. Keith has prepared and managed 45+ NEPA projects and their related functional and preliminary designs for projects ranging from Categorical Exclusions for bridge replacements and bus transfer stations, Environmental Assessment/ Finding of No Significant Impact (FONSI)s for widening and new locations, and Environmental Impact Statements (EISs) for complex new location highways. Several of these projects have included Section 106 Consultation and Section 4(f) Evaluations.

Education

- M.S., Civil Engineering (Transportation), North Carolina State University, 1984
- B.S., Urban and Environmental Engineering, University of North Carolina - Charlotte, 1982

Professional Registrations

- Professional Engineer, North Carolina, 1987



Lauren Triebert, PE – NEPA Documentation/Traffic Analysis Senior Associate

Project Experience

- Completion of an Environmental Assessment for Greenville Intermodal Center, Greenville, NC.
- GATEWAY Transit Bus Transfer Facility, Categorical Exclusion, Goldsboro, NC.
- NC 540/Morrisville Parkway Environmental Assessment/FONSI and Interchange Study, Cary, NC. Assistant project engineer for study to conduct
- US 70 Improvements from SR 3045 (Mount Hope Church Road) in Guilford County to SR 1309 (Westbrook Avenue) in Alamance County, NC.
- US 17 Feasibility Study, New Hanover, Pender and Onslow Counties, NC.
- Sandy Ridge Road Feasibility Study, Greensboro, NC.
- Cherry Lane Corridor Study, Alamance County, NC.
- Kerr Avenue Capacity Analysis (TIP Project No. U-3338), Wilmington, NC.

Lauren Triebert is experienced in performing capacity analysis for arterials, freeways, rural roads, signal systems, and isolated intersections. In addition, she has assisted in various environmental planning projects including environmental screening and historical property research for corridor feasibility studies and has experience with categorical exclusion applications for transit projects. Her software experience includes programs such as Synchro/SimTraffic, HCS, Sidra Intersection, Traffix, AutoCad and ArcView.

Education

- B.S., Civil Engineering, North Carolina State University, 2006

Professional Registration

- Professional Engineer, North Carolina, 2011

Jim Prost, AICP, Principal, BBP LLC

James Prost, one of the founding principals and co-owner of BBP & Associates LLC (BBP LLC) has over 35 years of experience in urban economics and real estate development advisory services. His experience includes such diverse fields as market and economic analysis, transit-oriented development, development packaging and solicitations, growth management, development programming, economic planning, financial feasibility, project funding, project implementation and management.

His primary area of specialization includes transit-oriented development, economic, market and fiscal impact of public/private investments, public/private financing and funding programs, and transit-joint development programming. He has lectured extensively and conducted workshops on real estate development and transit-oriented development and has extensive experience of FTA-funded Joint-Use Transit projects.

Relevant Selected Projects

- Multimodal Transportation Center Economic & Fiscal Impact Analysis, Durham, NC
- Raleigh-Durham Transportation Corridor Studies, Raleigh-Durham, NC:
- Downtown Circulation Plan, Rocky Mount, NC:
- Transit-Oriented Development Planning, Regional Rail Corridor, Raleigh-Durham, NC
- Multimodal Transportation Terminal, Brownsville, TX:
- Intermodal Transit Center, Westfield, MA
- Bridgeport Intermodal Transportation Center, Bridgeport, CT
- Charlotte Transit, Charlotte, NC

Timothy George, CEcD, Senior Consultant, BBP LLC

Mr. George is a Senior Consultant with BBP & Associates LLC (BBP LLC) with 18-years experience specializing in economic development consulting, TOD, market analysis, financial and fiscal analysis and real estate analysis for both the public and private sectors. Mr. George's experience includes: resource assessment, market forecasting, financial feasibility, financing strategy, organizational recommendations and economic impact assessment, creating customized analytical models for financial analysis, cash flow analysis, project pro-forma and economic impact analysis. Mr. George also has vast experience with client contact for directed projects including presenting findings, final reports, meeting with public and private key stakeholders and running stakeholder/community meetings.

Relevant Selected Projects

- 211th Street Metro Station TOD Study, Park Forest, IL:
- NE Central Durham Neighborhood Economic Development Analysis and Revitalization, Durham, NC:
- Raleigh-Durham Transportation Corridor Studies, Raleigh-Durham, NC:

AREAS OF EXPERTISE

Public Involvement and Agency
Coordination
Transportation Planning
Environmental Analysis
Transportation Demand Management

EDUCATION

University of Tampa: M.B.A., 1989
Youngstown State University: B.S.,
B.A., Mngmt., Advertising/Public
Relations, 1984, Cum Laude

YEARS OF EXPERIENCE

Total Years: 25
Years With Company: 15

PROFESSIONAL HISTORY

Simon Resources, Inc., President,
February 1996-Present
Tampa Downtown Partnership,
Transportation Director, 1992-1996
URS Corp (formerly Greiner, Inc.),
1986-1992

TRAINING

Transportation Demand Management
course, 1994/1995

AFFILIATIONS

Member of Women's Transportation
Seminar



RESUMES - SIMON RESOURCES, LLC

Ms. Simon is President of Simon Resources, Inc., a Florida and North Carolina D.B.E. firm that provides services in public education and involvement and agency coordination in transportation and other planning projects. Her specialties include all aspects of public involvement and agency coordination and communication, including traditional and "non-traditional" workshops, charrettes, visual preference surveys, focus groups, technical meetings and presentations, agency communication and networking and consensus building. The company also works with a multi-media firm to develop state-of-the art websites, videos, newsletters, brochures, and other materials. Ms. Simon encourages proactive public education and participation in diverse markets using various outreach approaches and tools, conducting grass roots outreach, promoting two-way communication and building consensus.

Public Involvement, Tampa Streetcar Project, HARTline – Provided all public involvement activities for the phase one design of Tampa’s streetcar between downtown and historic Ybor City. Conducted meetings, made presentations and prepared informational materials.

Public Involvement Leader, Triad Transportation Alternatives Analysis, Piedmont Area Regional Authority, NC, 2006/07 - Responsible for public outreach/education and agency coordination for a potential commuter rail project between Clemmons and Burlington. Tasks include speaking presentations, workshops and technical meetings; establishing and working with technical and executive committees and developing surveys, fact sheets, web pages, newsletters, displays and other project materials. Also coordinated a unique and successful approach to the project’s land use and station area planning efforts, which included ½ day charettes with business, agency and neighborhood representatives.

Public Involvement Leader, Business 40 Improvements, NCDOT, 2007-present - Due to the high public, political and media interest in the project, public involvement is the focus of this project. The project’s mission is to create an atmosphere of openness and trust with the public. Responsible for leading all business outreach activities for the EIS, as well as additional tasks involving the public. Conducted over 200 “door-to-door” presentations, events and meetings of downtown businesses in a 3-month period; assisted with coordinating and participated in neighborhood and community meetings with translation and child care provided; door-to-door surveys; “issues” working groups of specific project elements and media involvement; developed project materials, press releases, event/meeting notices and website contents; conducted and participated in frequent meetings and briefings with government agencies.

Public Involvement Leader, Business 40 O-D Survey, NCDOT, 2007 - Responsible for conducting public education and media relations tasks. Prepared press releases, radio spots, and other print materials; coordinated and conducted technical and public meetings; helped to develop an on-site ramp survey questionnaire for auto and truck drivers, as well as a tracking method.

Public Involvement/Agency Coordination, Short Range Transit Plan, Greensboro Transit Authority, October 2010 – present – Will conduct the stakeholder coordination and public outreach efforts for this project. May include informal surveys of businesses in downtown Greensboro and other communication tools to encourage public comments and participation.

Public Outreach. Gaston County Rapid Transit Alternatives Study, City of Gastonia, NC – Responsible for public outreach and community participation. Established a task force of diverse interests and conducted a series of detailed interviews (similar to focus groups) to identify the limits of existing transportation services and determine future needs. The project considers bus and rail transit, operations, land use and implications of future growth. Also responsible for developing materials and providing information on websites.



Owner:
City of Greenville
200 West Fifth Street
Greenville, NC 27858

Contact:
Ms. Nancy Harrington
Transit Manager
252.329.4444
nharrington@greenvillenc.gov

Services Provided:
Feasibility Study, Programming,
Conceptual Design

Size of Project:
7,000 sf [12,000 with bus bays]

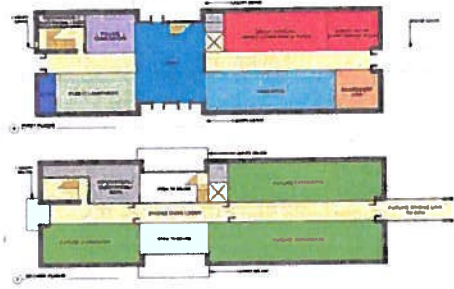
Project Cost:
\$5-7M [estimated]

Change Orders:
N/A [study]

Completion:
2009

**Contractor/Construction
Manager:**
N/A [study]

MWBE Participation:
15% in study



GREENVILLE TRANSPORTATION CENTER [GREAT] CONCEPTUAL DESIGN & SITE SELECTION; ENVIRONMENTAL ASSESSMENT greenville, north carolina

The City of Greenville is planning to construct an Intermodal Transportation Center that will serve as the main transfer/connecting point for several modes of transportation. A number of transportation providers will be involved in the Center including Greenville Area Transit (GREAT), East Carolina University Student Transit Authority (ECUSTA), Pitt Area Transit System (PATS), Carolina Trailways (Greyhound), and local taxi services. Recognizing the long term potential of rail service to Greenville is also a part of the work. This study, completed with Wendel Duchscherer and M/A/B, will help the City obtain local, state and Federal funds for the project.

Owner:
City of Asheville
P.O. Box 7148
Asheville, NC 28802

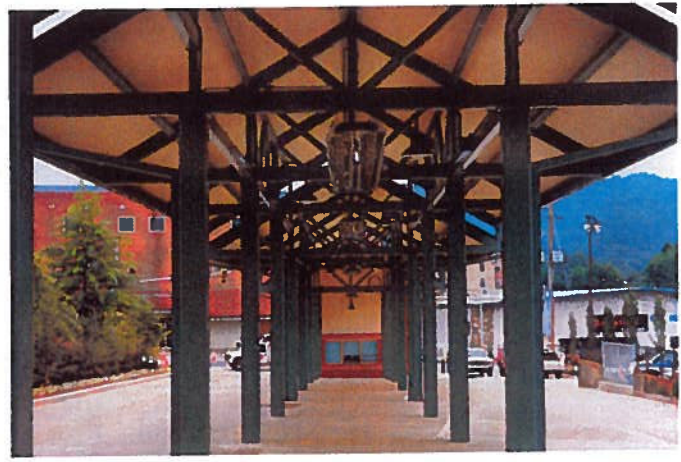
Contact:
City of Asheville
(828) 251-1122

Services Performed
Architecture, Engineering,
Site Services

Size of Project:
transfer for 11 busses

Project Cost
750,000

Completion:
2000



ASHEVILLE TRANSIT AUTHORITY asheville, north carolina

MMPA designed a new Asheville Transit Center to replace an existing transit center that revolves around the downtown public square.

Project Included:

- Major multi-modal transportation center incorporating Intra-City buses.
- Image enhancing facility to the City of Asheville.
- Site incorporated dispatcher's office, manned ticket booth and passive security concepts.
- 600' long passenger platform for 11 transfer slips.
- Major urban setting to tie together CBD and downtown park areas.
- Landscaped mall concept with amenities of seating, restrooms, telephones, and information kiosks.
- Interface to Social Service Center and adjoining U.S. Post Office.
- Re-development anchor in south part of the City through selective demolition and urban renewal.
- Enhanced architectural character reflecting the unique architectural styles of Asheville.



Owner:
City of Greensboro
300 W Washington St.
Greensboro, NC 27401

Contact:
Tony Kozuch
336-373-2960
Tony.Kozuch@
greensboro-nc.gov

Services Performed
Research, Programming,
Conceptual Design,
and Final Design

Size of Project:
45,000 sf and 18+ Bus Bays

Project Cost
Three Phases: \$28 Million

Change Orders:
less than 1.5%

Completion: 2006

Contractor:
John S. Clark [Phase I],
New Atlantic [Phase II]
Bar Construction [Phase III]

MWBE Participation:
15% [design team]

Owner:
City of Greensboro
300 West Washington Street
Greensboro, NC 27401

Contact:
Tony Kozuch
336-373-2960
Tony.Kozuch@
greensboro-nc.gov

Services Provided:
Architecture, Engineering
Interiors, Site Services

Size of Project:
65,000 sf

Project Cost:
\$17M

Change Orders:
0% to date

Completion:
in progress

**Contractor/Construction
Manager:**
J.M. Thompson Co.

MWBE Participation:
15% [design team]



GREENSBORO MULTI-MODAL TRANSPORTATION FACILITY

greensboro, north carolina

This project was constructed over a period of 10 years in 3 phases, and included the restoration of a historic 1927 Southern Railway Depot, now accommodating community and business events, AMTRAK, intercity transit, regional transit, and greyhound functions.

The J. Douglas Galyon Depot won top award in the 2006 Federal Highway Administration's Excellence in Highways contest in the Intermodal Transportation Facilities category. The Federal agency cited the facility for excellence in architecture, engineering and functionality. It was also designated by the Urban Land Institute as one of the 2008 Top Ten Transit Stations to Raise the Profile of Public Transportation in the Civic Landscape.



GREENSBORO TRANSPORTATION AUTHORITY [GTA] TRANSIT OPERATIONS AND ADMINISTRATION FACILITY

greensboro, north carolina

Greensboro Transit Authority's (GTA) new Transit Operations and Administration Headquarters, is being built in conjunction with their new bus maintenance facility. The Operations and Administration Headquarters houses the variety of functions necessary to run a large, urban transit system including: Transit Operations, Transit Administration, and Public Spaces.

GTA is pursuing LEED Gold Certification, and the new facility will reduce its carbon footprint by utilizing natural daylight, automated lighting controls, enhanced energy efficiencies and thermal envelope, highly recyclable and rapidly renewable resources, and local materials encompassed with a 40-year building commitment to the facility. This facility was a collaboration of Moser Mayer Phoenix and Wendel Duchscherer.



Client
The City of Concord

Contact
Daniel Nuckolls
704-920-5431
Nuckolls@ci.concord.nc.us

Original Estimated Cost
\$2,500,000.00

Final Construction Cost
\$1,990,300.00

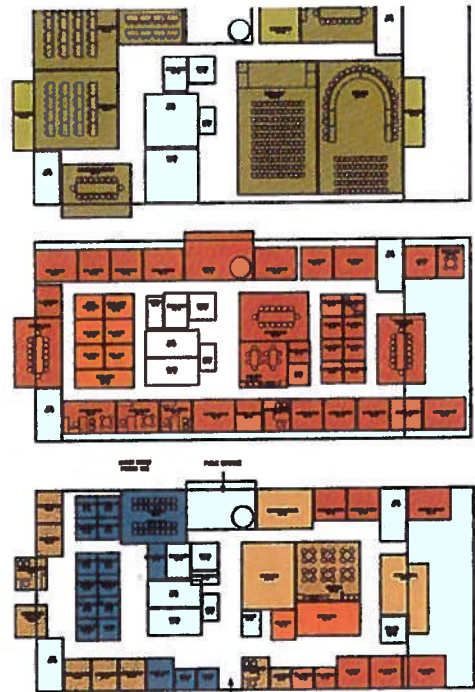
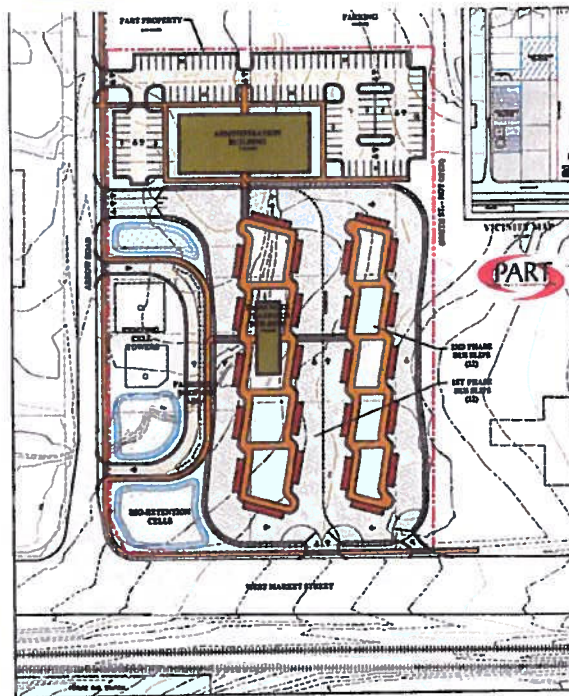


CONCORD INTERMODAL TRANSPORTATION FACILITY

concord, north carolina

MMPA, in association with Wendel Duchscherer, recently designed a transit center for the City of Concord, NC RIDER Transit System. The Site Features 10 RIDER Bays, Staff Parking, Passenger Drop-off, Passenger Platform (10' wide), Police/Security Parking, 2-Story Facility Features a Public Waiting Area, Staff Break-room, RIDER Offices, Police Substation, Public Restrooms, Staff Restrooms, and a Public Vending Area.

The facility is currently pursuing LEED Gold Certification.



Owner:
PART
7880 Airport Center Dr
Greensboro, NC 27409

Contact:
Brent McKinney
336.662.0022
brentm@partnc.org

Services Provided:
Programming,
Conceptual Design, Budgeting

Size of Project:
34,000 total sf
10,000 sf in the bus bays

Project Cost:
\$20M [estimated]

Change Orders:
N/A [study]

Completion:
2009

Contractor/Construction Manager:
N/A [study]

MWBE Participation:
..

PIEDMONT AUTHORITY FOR REGIONAL TRANSPORTATION INTERMODAL TRANSPORTATION CENTER CONCEPTUAL DESIGN

greensboro, north carolina

Programming & conceptual design to show how the various elements of the proposed facilities would fit and be arranged. A project management plan was also developed. Performed in cooperation with Wendel Duchscherer. Key program elements included: Bus and vehicular access, Visibility, Drainage, Security, Utility availability, Topography, Existing vegetation, Adjacent development, and Passenger facility.

Programming and "blocking plans" were also developed for PART's Regional Transportation Center to be co-located on the site. Key Program Elements include: PART Administration, Transit Operations, Trip Planning, Call Center, and Regional Meeting Center.



Chatham Area Transit (CAT) - Phase I

Site Selection Study & Conceptual Design for Environmental Assessment

PROJECT DESCRIPTION

The goal of the project was to analyze available sites for a new Intermodal transit center for CAT, and Greyhound and facilitate the CAT Steering Committee's agreement on one or two sites. The site selection process needed to be one that would win FTA approval. Once the sites were selected, the goal was to provide a concept design for each of the sites chosen to be in the National Environmental Policy Act (NEPA)

Wendel used the site selection process that has been used successfully on other projects. First, a space program was developed with the facility users to determine how large a site is needed. Then the process involved the Steering Community in developing site criteria that reflects the local conditions. The Committee also weighted the criteria as to the criteria important to them, and the group they represent. This further tailors the process to the local community. One of the major considerations in the site selection process was that the new facility must address the very important Downtown Savannah Historic Districts.

After researching 14 sites, seven sites were chosen to analyze against the criteria. After analysis and review, two sites were chosen to advance to the concept plan phase.

CLIENT

Cogdell & Mandrala Architects, PC &
Chatham Area Transit (CAT)

PROJECT LOCATION

Savannah, GA

SERVICES PERFORMED

Intermodal Planning
Meeting Facilitation
Site Planning

COMPLETION DATE

2007

PROJECT COST

To Be Determined

CLIENT CONTACT

John Mendrala
517 E. Congress Street
Savannah, GA 31401
(912) 234-6318
john@cogdellmendrala.com

Greater Lynchburg Transit Company (GLTC)

Site Selection Study & Conceptual Design for Transfer Facility, Operations, & Maintenance Facility

PROJECT DESCRIPTION

Wendel was retained to select potential sites for primary transfer facility and operations and maintenance facility and provide preliminary environmental review for sites and conceptual design for construction. Advance selected sites to 30% design and NEPA.

The Wendel Site Selection Process is a valuable tool to help authorities and agencies objectively analyze system wide needs and potential sites for new facilities. The goal of the overall process is to reach consensus among the decision making parties on the preferred site in which to construct a new Intermodal facility, a new Operations and Maintenance facility, and possible neighborhood or satellite facilities as warranted.

The design team began by evaluating GLTC's current service demands and determining programmatic needs for a new Intermodal facility, potential satellite and neighborhood facilities, and an Operations and Maintenance facility. Following the determination of these space programs, the design team established selection criteria for new sites, and identified and evaluated potential sites that met these criteria. Once the top three sites had been determined and reviewed with the GLTC Steering Committee, preliminary environmental and infrastructure reviews were conducted on the three sites. The design team recommended a selected site for each facility, and designed preliminary layouts to ensure program compatibility.

CLIENT

Greater Lynchburg Transit Company
(GLTC)

PROJECT LOCATION

Lynchburg, VA

SERVICES PERFORMED

Architecture
Engineering
Design
Programming
Site Selection

COMPLETION DATE

March 2010 (Phase 1)

PROJECT COST

Phase 1: \$275,000
Phase 2: \$1,000,000
Phase 3: \$1,500,000

PROJECT SIZE

8000 sf facility

CLIENT CONTACT

Mike Carroll, General Manager
P.O. Box 797
Lynchburg, VA 24505
(434) 455-5084
Michael.Carroll@lynchburgva.gov



Binghamton Intermodal Transportation Center

PROJECT DESCRIPTION

A space program was developed through a series of interviews with service providers, B.C. Transit, Greyhound, and Coach USA / Shortline. The new intermodal terminal has a total site and building area of 150,000-square-feet, with the Terminal Building itself being 20,000-square-feet of the total program. Twelve bus slips are utilized for B.C. Transit's local bus service. Six bus slips will service Greyhound and eight bus slips are provided for Coach USA / Shortline, for a total 14 intercity slips. Total parking is 20 short-term spaces, with long-term parking provided in an existing parking structure across the street.

The project also involved a site selection study. Site evaluation criteria were developed with Broome County, and three sites were evaluated and given a weighted score based on the established criteria. This resulted in identifying a preferred site location. Conceptual site plan alternatives were then developed that showed various ways to accommodate the required program on site. Evaluation of these alternatives with Broome County resulted in a preferred site design alternative being identified, as illustrated below.

CLIENT

Broome County

PROJECT LOCATION

Binghamton, NY

SERVICES PERFORMED

Architecture
Landscape Architecture
Structural Engineering
Site Selection
Environmental Documentation
Construction Administration

COMPLETION DATE

October 2010

PROJECT COST

\$10.6 Million

CLIENT CONTACT

Rita Petkash (Retired)
Commissioner of Planning and
Economic Development
Edwin L. Crawford County
Office Building
Binghamton, NY 13902
(585) 944-5154

Fort Wayne Transportation Center (CitiLink)

Site Selection Study & Intermodal Design

PROJECT DESCRIPTION

To identify and analyze a site for a new downtown intermodal facility to serve both City and intercity buses and to design a safe, comfortable facility for CitiLink passengers to transfer between the CitiLink buses. The design also incorporates two Greyhound intercity buses and their passengers into the project, while respecting the Fort Wayne Blueprint (Master Plan).

The Site Selection process included:

- A participatory process facilitated by Wendel that identified criteria and reflected the values of the community.
- Survey of current users including Greyhound, CitiLink and the traveling public.
- Working with a Steering Committee that included riders, Mayor's office, economic development, business leaders, Board Members, planners, etc.
- Evaluation of 14 initial sites with final development of four (4) sites yielding the recommendation of one final site.
- Development of a design that facilitated the development of a program.
- Evaluation of traffic and impact of the facility on the surroundings.
- Preparation of a budget and a final report summarizing our recommendations.

CLIENT

Fort Wayne Public Transportation
Corporation (CitiLink)

PROJECT LOCATION

Fort Wayne, IN

SERVICES PERFORMED

Project Management
Transit Planning
Programming
Architecture
Structural Engineering
Landscape Architecture

COMPLETION DATE

2001 (Study)
Ongoing (Construction)

PROJECT COST

To Be Determined

CLIENT CONTACT

Kenneth Housden
General Manager
802 Leesburg Road
Fort Wayne, IN 46808
(260) 432-4977



Kalamazoo Transportation Center

PROJECT DESCRIPTION

The goal of the City of Kalamazoo was to develop an intermodal facility that coordinates both functionally and aesthetically with the adjacent rail depot listed on the National Historic Register. The historic depot used by Amtrak, Greyhound and Indian Trails, was renovated for their continued use.

After reviewing the site and program needs, Wendel determined that all of the building needs of the transportation facility could be accommodated within the existing historic depot, rather than developing an additional building on the site or in the neighborhood, thus creating a transportation-only facility. By working through various design scenarios with the City and transportation personnel, we identified a preferred solution for the functional design of the new bus facility—a pull-in, back-out or herringbone scenario. This allows for maximum operational flexibility as well as safe conditions for pedestrians. The architecture reacts to the concerns of the site including aesthetics, function, pedestrian safety, and route flexibility.

The plan for the Kalamazoo Transportation Facility accomplished three major goals. First and foremost, it provided a highly flexible, user-friendly intermodal facility. Second, the design of the bus areas is sensitive to the historic depot and the community. Finally, the renovation of the depot moved the building into the modern intermodal scenario while respecting its historic status.

AWARDS

- 2008 National Finalist, Engineering Excellence - American Council of Engineering Companies
- 2008 Diamond Award, Engineering Excellence - American Council of Engineering Companies of NY
- 2007 Honor Award - American Institute of Architects Buffalo/WNY Chapter
- 2007 Honor Award - American Institute of Architects, Southwest Michigan Chapter
- 2007 Owner Award - American Institute of Architects, Southwest Michigan Chapter
- 2007 National Design and Manufacturing Award - Architectural Precast Association
- 2007 Illumination Design Award of Merit - Illuminating Engineering Soc. of N. America, WNY Section
- 2007 International Illumination Design Award of Merit - Illuminating Engineering Soc. of N. America

Petersburg Multi-Modal Transit Center

PROJECT DESCRIPTION

The City of Petersburg retained Wendel to assist with site selection and site design for a Multi-Modal Transit Center. The goal was to replace an existing, inefficient on-street pulse transfer hub, and enhance expanding transit services in the Petersburg area.

Wendel provided the City of Petersburg with a modern, safe and efficient Multi-Modal Transit Center which includes the following project components:

- A transit center building with interior waiting, ticket counter, passenger amenities, police substation, retail space and public spaces.
- 12 Petersburg Area Transit/Greater Richmond Transit System buses, 3 Greyhound buses, 3 taxis, 3 paratransit vehicles, 1 trolley, and 2 automobile drop-off/pick up slips.
- Street improvements on adjacent streets, a park area, "green spine" pedestrian walk way and buffer wall along historic residences.
- Petersburg Area Transit (PAT) administration area, PAT driver area and Greyhound administration space.

This project included the preparation of an Environmental Assessment in accordance with the National Environmental Policy Act (NEPA) with the FTA as Lead Agent.

CLIENT

City of Petersburg

PROJECT LOCATION

Petersburg, VA

SERVICES PERFORMED

- Architecture
- Structural Engineering
- Landscape Architecture
- Civil Engineering
- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering

COMPLETION DATE

December 2009

PROJECT COST

\$18 Million

PROJECT SIZE

25,000 sf building /
100,000 sf site

CLIENT CONTACT

Bill Riggleman
City of Petersburg Project
Coordinator
103 West Tabb Street
Petersburg, VA 23803
(804) 732-2354
briggleman@earthlink.net

M/A/B Qualifications

Intermodal Transportation Center EA/FONSI and Section 106 Consultation City of Greenville, North Carolina

Client Reference: Thom Moton, Assistant City Manager – (252) 329-4430

The project included the review of previous studies and the completion of an Environmental Assessment/FONSI for the ITC. This center will provide a centralized location where multiple transit systems in the Greenville area can converge, resulting in a transfer station that provides safe and efficient transfers between the existing Greenville Area Transit (GREAT), the East Carolina University Student Transit Authority (ECUSTA), Pitt Area Transit System (PATs) and other private providers. Documentation was initially submitted as a Categorical Exclusion; however, was elevated to an EA by Federal Transit Administration (FTA) due to various concerns. M/A/B took all existing documentation previously compiled by a separate consulting team, and reviewed, verified, edited, and completed all documentation required for an Environmental Assessment.

Documentation included: Site Selection Evaluation, Natural Environment Impacts (i.e., Noise, Vibration, Wetland Impacts), Social Environment Impacts (Environmental Justice, Aesthetics, Public Parkland Impacts) and Cultural Resource Evaluation. Section 106 Consultation was conducted with the State Historic Preservation Office (SHPO) due to a Natural Register of Historic Places listed house, and resulted in recommendations to move the house within a nearby Historic District. Extensive coordination was conducted with the FTA during the process. Following the completion of the EA, a FONSI statement was prepared. This FONSI was submitted to FTA and signed by an FTA Regional Administrator in June 2011.

GATEWAY Transit Transfer Center Categorical Exclusion and Section 106 Consultation NCDOT Public Transportation Division and NCDOT Rail Division / Goldsboro, North Carolina

Client Reference: Nancy Painter, Transportation Program Consultant – (919) 733-4713, ext. 244

The NCDOT Rail Division purchased Goldsboro Union Station, a historic rail station, in 2007 to preserve it for a Multimodal Transportation Center for rail service in the long-term as well as immediate needs for local transit and community use. GATEWAY Transit, the unified City/County transit agency for the City of Goldsboro and Wayne County, has expanded beyond the capacity of its current transfer facility and identified a portion of the Union Station site for a new transfer center with administrative offices. The transfer center will include the primary bus transfer point for GATEWAY Transit services and Greyhound intercity bus service. M/A/B prepared a Categorical Exclusion NEPA environmental document required by the Federal Transit Administration (FTA) for this site, and coordinated and participated in the Section 106 Consultation with FTA, NCDOT, SHPO, and Gateway Transit. Critical issues addressed for the site included:

- The Goldsboro Union Station building is listed on the National Register of Historic Places;
- The site is located within a local historic district recognized by the State Historic Preservation Office (SHPO); and,
- The investigation of results of a Phase I Site Assessment that identified an Underground Storage Tank on the property.

Extensive coordination was conducted between GATEWAY Transit, NCDOT Public Transportation Division and the Rail Division, SHPO, and FTA.

M/A/B Qualifications

Multimodal Center Environmental Assessment

NCDOT / Wilmington, North Carolina

Client Reference: Craig Newton, Facilities Engineer – (919) 733-7245, ext. 253

M/A/B assisted in the preparation of an Environmental Assessment for the Wilmington Downtown Multimodal Transportation Center (WMMTC) for which M/A/B undertook the earlier Transit Needs study. The center will include local bus service (WAVE), intercity buses, and future intercity and commuter rail services in addition to a downtown trolley service, taxis, and bikes. M/A/B reviewed project history and described its evolution in terms of sites that had been considered and rejected, and the rationale for the preferred site. A key issue was that the preferred site has buildings and a brick paved street that contribute to a historic district, requiring a clear understanding of the issues associated with the alternative sites and the reasons for their rejection. The M/A/B analysis included describing the locational requirements for the multimodal center, and developing information for the Purpose and Need statement.

Greenville Intermodal Study

Greenville, North Carolina

Client Reference: Nancy Harrington – (252) 329-4047

M/A/B completed a feasibility study for a Transportation Center for the City of Greenville. The city is growing strongly, driven by its role as eastern North Carolina's medical and academic hub, and is facing future congestion and mobility issues. M/A/B's study examined whether and how a transportation center would help to improve citizens' and visitors' mobility – both for people without cars and for those seeking an alternative to congested streets – and in turn help to maintain and improve the city's vitality and quality of life. As well as the potential transportation benefits, downtown revitalization efforts could also be given a boost. M/A/B approached the study by examining four key issues:

- How would a transportation center fit into city and regional travel patterns and needs?
- How can it help the transportation operators to improve their services, and how can it help the city as a whole?
- Does it have public support?
- Finally, can the capital and ongoing costs be met, and would it be cost-effective?

M/A/B worked with a wide range of stakeholders, including transportation operators, city and county organizations, the NCDOT, and the public. M/A/B's experience with other transportation centers in North Carolina and beyond helped guide stakeholders through the process and develop a consensus on the preferred concept for the center. M/A/B worked with the transportation operators and other stakeholders to develop a functional specification that not only met their immediate operational needs but also made allowance for future ridership growth and service expansion. In addition to the technical requirements such as vehicular circulation, public areas and office space, an important aspect of the specification was the quality level to which citizens and civic stakeholders aspired, and the level of complementary facilities that they wished to see in the center. Finally, M/A/B developed example site plans, outline costings, and a range of site selection criteria that could go forward to the next stage of planning.

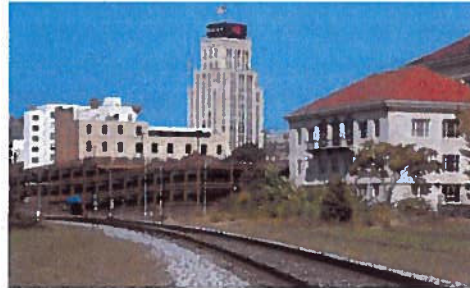
M/A/B continued to work with the City of Greenville on the planned Transportation Center by providing traffic and transit expertise/analysis on a project team with architects Moser Mayer Phoenix Associates, PA and Wendel.

Durham Downtown Multimodal Transportation Center

Durham, North Carolina



Played the key role in assessing private development and partnership opportunities related to a downtown Durham multimodal transportation center. Provided assistance in the identification and evaluation of potential sites and determined opportunities for joint development and/or private financial involvement. Evaluated the potential economic impact and private sector revenues generated by the multimodal center.



Assisted in determining capital and operating costs and formulating a public/private funding approach. Also assisted in identifying implementation issues and strategies. Funding for the center has been obtained and it will be integrated into the regional rail system.

Regional Rail Transit Strategy

Raleigh-Durham, North Carolina

Conducted a comprehensive transit-oriented development (TOD) evaluation of the Triangle Transit Authority regional rail corridor, a 35-mile rail corridor extending between Durham and Raleigh. Evaluated potential TOD opportunities at 16 rail stations along the corridor. The project succeeded a Real Estate Market Overview and Corridor Market Study for the Regional Rail Transit Project we previously conducted.



Prepared a TOD Policy "Toolbox" of a range of tools that local jurisdictions can undertake within given corridor station areas; identified planning and development principles which embody the community vision; identified station area development "opportunities" for transit-oriented development; prepared phasing plans for implementation; identified improved linkage opportunities between UNC Chapel Hill, Duke, North Carolina Central and North Carolina State Universities; and conducted a fiscal and economic impact evaluation of proposed station area developments and the rail system itself. Assisted in the coordination in numerous meetings with local officials and the public to promote transit-oriented development along the proposed regional rail corridor.

AIA[®] Document B104[™] – 2007

Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope

AGREEMENT made as of the 9 day of April in the year 2012
(*In words, indicate day, month and year.*)

BETWEEN the Architect's client identified as the Owner:
(*Name, legal status, address and other information*)

City of Greenville
1500 Beatty Street
Greenville, NC

and the Architect:
(*Name, legal status, address and other information*)

Moser Mayer Phoenix Associates, P.A.
328 E. Market Street, Suite 200
Greensboro, NC 27401

for the following Project:
(*Name, location and detailed description*)

City of Greenville
Intermodal Transportation Center
Greenville, NC

The Owner and Architect agree as follows.

This agreement covers: Facility programming, site evaluation, environmental documentation and conceptual design as described in the City of Greenville's Request for Proposal dated December 2, 2011.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

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6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

See attached Request for Proposal (Exhibit D) Dated December 2, 2011.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services.

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the

schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 STUDY PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the scope of the study and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

§ 3.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.6 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

(Paragraphs deleted)

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement.

(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)

Additional services as added to in writing before providing the services. Refer to Exhibits C and D.

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

(Paragraph deleted)

§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.

§ 4.2.3 If the services covered by this Agreement have not been completed within twenty four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

(Paragraph deleted)

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

(Paragraphs deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is to be established and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the program and scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

(Paragraphs deleted)

Init.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

Init.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

| *(Paragraph deleted)*

ARTICLE 10 MISCELLANEOUS PROVISIONS

| § 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services as described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

| Refer to Exhibit C Architect's Scope of Services and Lump Sum Fee and Reimbursable Expense Amounts.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

| Additional services as agreed to in writing before providing the services.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

| Additional services as agreed to in writing before providing the services.

Init

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:
Additional services as agreed to in writing before providing the services.

(Paragraph deleted)
(Table deleted)
(Paragraph deleted)

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Refer to Exhibit E

Employee or Category	Rate
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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;.
- .6

(Paragraphs deleted)
Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants.

Refer to Exhibit D for reimbursable expenses not to exceed amount.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

(Paragraph deleted)

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (40) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to off set sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

Init.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

| N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement incorporates the following documents listed below:
(List other documents, if any, including additional scopes of service and AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)

- | Exhibit A – Federal Requirements and Special Conditions (Including Attachment A – Certificate Regarding Lobbying and Attachment B – Certificate Regarding Debarment
- | Exhibit B – North Carolina State Ethic’s Requirements
- | Exhibit C – Scope of Services Lump Sum For and Reimbursable Allowance
- | Exhibit D – RFP dated December 2, 2011
- | Exhibit E – Hourly Rate Schedule

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

(Signature)

(Printed name and title)

Kenneth C. Mayer, Jr. FAIA

(Printed name and title)

Init.

Additions and Deletions Report for AIA[®] Document B104[™] – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:03:42 on 03/20/2012.

PAGE 1

AGREEMENT made as of the 9 day of April in the year 2012

...

City of Greenville
1500 Beatty Street
Greenville, NC

...

Moser Mayer Phoenix Associates, P.A.
328 E. Market Street, Suite 200
Greensboro, NC 27401

...

City of Greenville
Intermodal Transportation Center
Greenville, NC

...

This agreement covers: Facility programming, site evaluation, environmental documentation and conceptual design as described in the City of Greenville's Request for Proposal dated December 2, 2011.

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See attached Request for Proposal (Exhibit D) Dated December 2, 2011.

PAGE 3

~~§ 3.2 DESIGN PHASE SERVICES~~STUDY PHASE SERVICES

...

~~§ 3.2.4~~ Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project scope of the study and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

...

~~§ 3.3 CONSTRUCTION DOCUMENTS~~ PHASE SERVICES

~~§ 3.3.1~~ Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

~~§ 3.3.2~~ The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

~~§ 3.3.3~~ The Architect shall update the estimate for the Cost of the Work.

~~§ 3.3.4~~ The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

~~§ 3.3.5~~ The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

~~§ 3.4 CONSTRUCTION PHASE SERVICES~~

~~§ 3.4.1 GENERAL~~

~~§ 3.4.1.1~~ The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™ - 2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107 - 2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

~~§ 3.4.1.2~~ The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

~~§ 3.4.1.3~~ Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 EVALUATIONS OF THE WORK

~~§ 3.4.2.1~~ The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

~~§ 3.4.2.2~~ The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

~~§ 3.4.2.3~~ The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

~~§ 3.4.2.4~~ When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

~~§ 3.4.2.5~~ The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

~~§ 3.4.3.1~~ The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

~~§ 3.4.3.2~~ The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 SUBMITTALS

~~§ 3.4.4.1~~ The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

~~§ 3.4.4.2~~ If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

~~§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.~~

~~§ 3.4.5 CHANGES IN THE WORK~~

~~The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.~~

~~§ 3.4.6 PROJECT COMPLETION~~

~~The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.~~

...

Additional services as added to in writing before providing the services. Refer to Exhibits C and D.

...

~~§ 4.2.1 The Architect has included in Basic Services ~~()~~ site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.~~

§ 4.2.3 If the services covered by this Agreement have not been completed within twenty four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 4

~~§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.~~

~~§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.~~

~~§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.~~

...

§ 6.2 The Owner's budget for the Cost of the Work is ~~provided in Initial Information,~~ to be established and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the

Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

...

~~§ 6.4 If the bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.~~

~~§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.~~

~~§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall~~

- ~~.1 give written approval of an increase in the budget for the Cost of the Work;~~
- ~~.2 authorize rebidding or renegotiating of the Project within a reasonable time;~~
- ~~.3 terminate in accordance with Section 9.5;~~
- ~~.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or~~
- ~~.5 implement any other mutually acceptable alternative.~~

~~§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.~~

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ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

~~§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.~~

~~§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A107™ 2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.~~

~~§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.~~

§ 8.2 MEDIATION

~~§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~

~~§ 8.2.2~~ Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

~~§ 8.2.3~~ If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

— Arbitration pursuant to Section 8.3 of this Agreement

— Litigation in a court of competent jurisdiction

— Other *(Specify)*

§ 8.3 ARBITRATION

~~§ 8.3.1~~ If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

~~§ 8.3.1.1~~ A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

~~§ 8.3.2~~ The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.3~~ The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

~~§ 8.3.4.1~~ Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 8.3.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 8.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

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~~§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, ~~except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~located.

...

Refer to Exhibit C Architect's Scope of Services and Lump Sum Fee and Reimbursable Expense Amounts.

...

Additional services as agreed to in writing before providing the services.

...

Additional services as agreed to in writing before providing the services.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:
Additional services as agreed to in writing before providing the services.

~~§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:~~

Design Development Phase	percent (%)
Construction Documents Phase	percent (%)
Construction Phase	percent (%)
<hr/>		
Total Basic Compensation	one hundred percent (100 %)

~~§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.~~

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Refer to Exhibit E

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- ~~.5 Postage, handling and delivery;~~delivery;
- ~~.6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;~~

- ~~.7 — Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;~~
- ~~.8 — Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;~~
- ~~.9 — All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10 — Site office expenses; and~~
- ~~.11 — Other similar Project-related expenditures.~~

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~—~~ percent (~~—~~%) of the expenses incurred ~~consultants.~~
Refer to Exhibit D for reimbursable expenses not to exceed amount.

...

§ 11.10.1 An initial payment of ~~—~~ (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (40) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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N/A

...

Exhibit A – Federal Requirements and Special Conditions (Including Attachment A – Certificate Regarding Lobbying and Attachment B – Certificate Regarding Debarment
Exhibit B – North Carolina State Ethic's Requirements
Exhibit C – Scope of Services Lump Sum For and Reimbursable Allowance
Exhibit D – RFP dated December 2, 2011
Exhibit E – Hourly Rate Schedule

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Kenneth C. Mayer, Jr. FAIA

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Kenneth C. Mayer, Jr., hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:03:42 on 03/20/2012 under Order No. 9606286607_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ – 2007, Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Exhibit A

FEDERAL REQUIREMENTS AND SPECIAL CONDITIONS

for PROFESSIONAL SERVICES

1. General

The work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Act, as amended. References include, but are not limited to, the Master Agreement FTA MA(17), dated October 1, 2010; FTA Circular 4220.1E, dated June 19, 2003; "Best Practices Procurement Manual", updated March 13, 1999 with revisions through February, 2001; 49 CFR Part 18 (State and Local Governments) and 49 CFR Part 19 (Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) and any subsequent amendments or revisions thereto.

NOTE: "BIDDER" AND "CONTRACTOR" ARE USED SYNONYMOUSLY

2. Federal Changes

The Contractor understands that Federal laws, regulations, policies, and related administrative practices applicable to this contract may be modified, amended or promulgated from time to time during the term of this contract. The Contractor agrees and shall comply with the most recent of such Federal requirements that will govern this contract at any particular time, unless the Federal Government determines otherwise. Likewise, new Federal laws, regulations, policies and administrative practices may be established after the contract is executed and may apply to this contract. The Contractor's failure to so comply shall constitute a material breach of this contract. The following identifies, but is not limited to, the federal requirements that shall apply to this contract.

3. Notification of Federal Participation

In the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of \$500,000 or more, the Recipient (the State or subrecipient) agrees to specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express the amount of that Federal assistance as a percentage of the total cost of that third party contract. (Public Law 102-141)

4. Conflict of Interest

No employee, officer, board member, or agent of the grantee (the State or subrecipient) shall participate in the selection, award, or administration of a contract supported by Federal Transit Administration (FTA) funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

5. Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 (2 U.S.C. §1601, et seq.). Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. ***The requisite lobbying certification (attach Standard Form-LLL if necessary) is included (ATTACHMENT A) and must be executed for contracts of \$100,000 or more and prior to the award of the contract.***

6. Contracting with Disadvantaged Business Enterprises

The Federal Fiscal Year goal has been set for the grantee of subgrantee in an attempt to match projected procurements with available qualified disadvantaged businesses. The goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established as set forth by the Department of Transportation Regulations 49 C.F.R. Part 26, January 29, 1999, and authorized by:

- a. Titles I, III, V and VI of ISTEA, Pub. L. 102-240, or
- b. Federal transit laws in Title 49, U.S. Code, or
- c. Federal transit laws in Titles I, III, and V of the Transportation Equity Act for the 21st Century (TEA-21), Pub. L. 105-178. amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal.

If a specific DBE goal is assigned to this contract, it will be clearly stated in the Special Specifications, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, (name of grantee) may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

- a) Policy - It is the policy of the Department of Transportation and (name of grantee) that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of Contract financed

in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Contract. The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts. The grantee or subgrantee shall promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of procurement activities are encouraged.

- b) DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.
- c) Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, the grantee or subgrantee may declare the contractor noncompliant and in breach of contract.
- d) The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with grantee or subgrantee DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of grantee or subgrantee and will be submitted to grantee or subgrantee upon request.
- e) The grantee or subgrantee will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:
- Identification of qualified DBE
 - Available listing of Minority Assistance Agencies
 - Holding bid conferences to emphasize requirements

7. Civil Rights

Contractors and subcontractors shall assure and comply with all requirements of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sect. 2000d; 49 U.S.C. Sect. 5332; and DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. part 21, and any implementing requirements FTA may issue.

8. Equal Employment Opportunity

The contractor or any sub-contractor may not discriminate against any employee or applicant for employment, because of race, color, age, creed, sex, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

9. Access Requirements of Individuals with Disabilities

Contractors shall agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. Subsection 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended; 29 U.S.C. Section 794; 49 U.S.C. Section 5301(d); and the following Federal regulations including any amendments thereto:

- (1) U.S. DOT regulations "Transportation Services for Individuals with Disabilities (ADA)" 49 C.F.R. Part 37;
- (2) U.S. DOT regulations "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board/ U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F. R. Part 38;
- (4) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities." 28 C.F.R. Part 36;
- (6) U.S. GSA regulations "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

- (8) U.S. Federal Communications Commission regulations "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 49 C.F.R. Part 64, Subpart F;
 - (9) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. part 609;
 - (10) Architectural and Transportation Barriers Compliance Board regulations, "Electronic and Information Technology Accessibility Standards." 36 C.F.R. Part 1194; and
 - (11) Any implementing requirement FTA may issue.
10. Access Services for Persons with Limited English Proficiency
The Contractor agrees to comply with guidance set forth in Executive Order No. 131166, "Improving Access to Services for persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. 2000d-1 note, and with the requirements and provisions of U.S. DOT notice, " DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries, "66 Fed. Reg. 66733 et seq., January 22, 2001.
11. Clean Air Act
- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Sect. 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
 - (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assistance provided by FTA.
12. Clean Water
- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sect. 1251 et seq. The Contractor agrees to report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
 - (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
13. Environmental Protection

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended 42 U.S.C. subsection 4321 et seq.

seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994, FTA statutory requirements on environmental matters at 49 U.S.C. section 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq. and joint FHWA FTA regulations, "environmental Impact and Related procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622; and when promulgated, FHWA/FTA joint regulations, "NEPA and Related Procedures for Transportation Decisionmaking, Protection of Public Parks, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. Part 1420 and 49 C.F.R. Part 623.

14. Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sect. 6321 et seq.

15. Reporting, Record Retention, and Access

The following access to records requirements apply to this Contract:

1. In accordance with 49 C. F. R. 18.36(i)(10), the Contractor agrees to provide the Purchaser, the N.C. Department of Transportation, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, an hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R.19.48(d), the Contractor agrees to provide the Purchaser, the N.C. Department of Transportation, the FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

3. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the

Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

4. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

5. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.36(i)(11).

16. No Federal Government Obligations to Third Parties

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

17. False or Fraudulent Statements or Claims

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the

authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

18. Debarment and Suspensions

Executive Order 12549, as implemented by 49 CFR Part 29 prohibits FTA recipients and sub-recipients from contracting for goods and services from organizations that have been suspended or debarred from receiving Federally-assisted contracts.

Contractors are required to pass this requirement on to subcontractors seeking subcontracts over \$100,000. Thus, the terms "lower tier covered participant" and "lower tier covered transaction" include both contractors and subcontractors and contracts and subcontracts over \$100,000.

Instructions for Certification:

- (1) **By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below .**
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, (Recipient) may pursue available remedies, including suspension and/or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to (Recipient) if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact (Recipient) for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who

is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by (Recipient).

- (6) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
- (8) Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, (Recipient) may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction"

- (1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. §29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

19. Termination or Cancellation of Contract

Termination or cancellation of the contract, in whole or in part, may be determined by the project if it is in the best interest of the project. A notice of termination shall be delivered to the Contractor, specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination

becomes effective. The Contractor shall be paid for work that has been performed and completed up to the time of termination. The Contractor shall promptly submit its termination claim to be paid. A 30-day notice of termination shall be required.

20. Breach of Contract

If the Contractor fails to make delivery of the equipment, supplies, or services within the specified terms of the contract, or fails to perform within the provisions of the contract, the contract may be terminated by reason of default or breach. A written notice of default or breach of contract shall be presented to the Contractor within three (3) working days of such failure. The Contractor will only be paid the contract price for equipment delivered and accepted in accordance with the requirements set forth in the contract.

If it is determined that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the project, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

The project in its sole discretion may, in the case of breach of contract, allow the Contractor a specified period of time in which to correct the defect. In such case, the notice of termination will state the time period in which the correction is permitted and other appropriate conditions.

If Contractor fails to remedy to the project's satisfaction the breach or default or any of the terms, covenants, or conditions of this contract within twenty (20) days after written notice from the project setting forth the nature of said breach or default, the project shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the project from also pursuing all available remedies against Contractor and its sureties for said breach or default.

21. Resolution of Disputes

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the project. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of the project. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of the project shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by project, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his

employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Greenville and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City of Greenville is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Greenville, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

22. Protest Procedures

All protests shall be filed, handled, and resolved in a manner consistent with the requirements of Federal Transit Administration (FTA) Circular 4220.1E Third Party Contracting Guidelines dated June 19, 2003 and the City of Greenville's Protest Procedures below.

Current FTA policy states that: "Reviews of protests by FTA will be limited to a grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation. Violations of federal law or regulations will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local officials." (FTA Circular 4220.1E, Section 7, paragraph I., Written Protest Procedures)

Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or time set for receipt of proposals shall be filed 15 days prior to bid opening or the time set for receipt of proposals. If the contract has been awarded, protests must be filed within 10 days after contract award or 5 days after the date the protester was given the opportunity to be debriefed, whichever date is later. To be filed on a given day, protests must be received by 4:30 p.m. current local time. Any protests received after that time will be considered to be filed on the next day. Incomplete submissions will not be considered filed until all information is complete. Unless the time limit for receiving the protest is extended for good cause, a protest that is received after the time limit will not be considered.

All protests should be filed in writing with the City Manager, City of Greenville, P.O. Box 7207 (200 W. Fifth Street), Greenville, NC 27835. No other location shall be acceptable. To be complete, protests must contain the following information:

1. The protester's name, address, telephone number, and fax number;
2. The solicitation/bid number;
3. A detailed statement of all factual and legal grounds for protests and an explanation of how the protester was prejudiced;
4. Copies of relevant documents supporting protester's statement;
5. A request for ruling by the City of Greenville;
6. Statement as to form of relief requested;
7. All information establishing that the protester is an interested party for the purpose of filing a protest; and
8. All information establishing the timeliness of the protest.

All protests must be signed by an authorized representative of the protester.

When a protest is filed before an award, an award shall not be made until the matter is resolved unless based on written finding that 1) the supplies or services are urgently required, or 2) delivery or performance would be unduly delayed by failure to make the award promptly, or 3) a prompt award would be in the best interest of the City. Should the City postpone the date of bid submission owing to a protest or appeal of the solicitation specifications, addenda, dates, or any other issue relating to the procurement, the City shall notify, via addendum, all parties who are on record as having obtained a copy of the solicitation documents that an appeal/protest has been filed, and the due date for the bid submission shall be postponed until the City has issued its final decision.

When a protest is filed within ten (10) days after an award or five (5) days after a debriefing date was offered to the protester under a timely debriefing request, whichever is later, performance shall be immediately suspended pending resolution of the protest. However, contract performance may continue, notwithstanding the protest, based on written finding that 1) contract performance would be in the best interest of the City, or 2) urgent and compelling circumstances that significantly effect the interests of the City will not permit waiting for a decision.

The City Manager shall make a decision on the protest within ten (10) working days from the receipt of the protest. The written decision will respond to the issues raised by the protester and will address any other issues, which even if not raised by the protester, that may have been identified as being relevant to the fairness of the procurement process. The decision will be delivered to the protester by "Certified Mail, Return Receipt Requested." In extreme cases, it may take longer than ten (10) working days to issue a decision. In these cases, the protester and all other interested parties will be notified of the delay. Any decision rendered by the City Manager may be appealed to the City Council. The protester has the right within five (5) working days of receipt of determination to file an appeal restating the basis of the protest and the grounds of the appeal. In the appeal, the protester shall only be permitted to raise factual information previously provided in the protest or discovered subsequent to the City Manager's decision and directly related to the grounds of the protest. The City Council's decision shall constitute the final administrative remedy of the City of Greenville.

If the City Manager or City Council find for the protester, one or more of the following remedies may be granted:

1. Terminate the contract.
2. Re-compete the requirement.
3. Issue a new solicitation.
4. Refrain from exercising options under the contract.
5. Award a contract consistent with statutes and regulations.
6. Amend the solicitation provisions that gave rise to the protest and continue with the procurement.
7. Such other remedies as the decision-maker may determine are necessary to correct a defect.

The bidder may withdraw its protest or appeal at any time before the City issues a final decision.

A protester must exhaust all administrative remedies with the City before pursuing a protest with the Federal Transit Administration (FTA). However, if the protester believes that the City of Greenville failed to review the complaint or protest or failed to follow its own protest procedures, the protester may file an appeal to the FTA office below:

Regional Administrator
Federal Transit Administration, Region IV
61 Forsyth Street, SW
Suite 17T50
Atlanta, GA 30303-8917

The protester must file with the FTA no later than five (5) days after the City Council's final decision is rendered, with a concurrent copy of the appeal to the City of Greenville. The submission to the FTA should include the name and address of the protester, a statement of the grounds for protest and any supporting documentation, a copy of the local protest filed with the City of Greenville, and a copy of the City of Greenville's decision.

The City of Greenville will submit to the FTA any required information requested in order for the FTA to make a determination, including a copy of these protest procedures, a description of the process followed concerning the protest in question, and any supporting documentation. The City of Greenville will provide to the protester any material submitted to the FTA.

23. Patents and Rights in Data

A. Rights in Data - These following requirements apply to each contract involving experimental, developmental, or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information.

The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes", any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the -Purchaser or Contractor

of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition, of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents, of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - These following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those

rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

24. State and Local Disclaimer

The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the grantees procurement documents, the grantees should consult with their local attorney.

25. Privacy

To the extent that the Contractor, or its subcontractors, if any, or any to their respective employees administer any system of records on behalf of the Federal Government, Contractor agrees to comply with, and assure the compliance of its subcontractors, if any, with the information restrictions and other applicable requirements of the Privacy Act of 1974, as amended, 5 U.S.C. Sect. 552, (the Privacy Act).

The Contractor shall obtain the express consent of the Department and the Federal Government before the Contractor, and any subcontractors, or any of their respective employees operate a system of records on behalf of the Federal Government. Failure to do so may result in termination of the Contract and civil and criminal penalties for violation of the Privacy Act.

26. Hold Harmless

Except as prohibited or otherwise limited by State law, the Contractor agrees to indemnify, save, and hold harmless the Solicitor/Purchaser of this Purchase Contract and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any negligent or willful acts or omissions by the Contractor, or the officers, agents, employees, or subcontractors of the Contractor, or the failure to perform or comply with any of the provisions of the Purchase Contract.

27. Seat Belt Usage

Pursuant to Executive Order No. 13043, April 16, 1997, 23 U. S. C. § 402, the Contractor is encouraged to adopt on the job seat belt use policies and programs for its employees when operating company owned, rented, or personally-operated vehicles and include this provision in any third party subcontracts entered into under this project.

28. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.IE, as amended, June 19, 2003, is hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of the grantee or subgrantee requests which would cause grantee or subgrantee to be in violation of the FTA terms and conditions.

29. Texting While Driving and Distracted Driving

Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, FTA encourages each third party contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies that to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in each third party subcontract involving the project.

30. Sensitive Security Information

Each third party contractor must protect, and take measures to ensure that its subcontractors at each tier protect, "sensitive security information" made available during the administration of a third party contract or subcontract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. Section 114(r) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.

ATTACHMENT A

CERTIFICATION REGARDING LOBBYING

(Certification should be submitted with each bid or offer exceeding \$100,000;
must be executed prior to Award)

The undersigned _____ certifies, to the best of his or her knowledge and belief, that:
(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transactions imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section A 3801 *et seq.*, apply to this certification and disclosure, if any.

Date

Signature of Contractor's Authorized Official

Name and Title of Contractors Authorized Official

Subscribed and sworn to before me this ___ day of _____, 20___, in the State of _____;
and the County of _____.

Notary Public _____
My Appointment Expires _____

ATTACHMENT B
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION

(To be submitted with all bids exceeding \$25,000.)

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The lower tier participant (Bidder/Contractor), MOSER MAYER PHOENIX ASSOCIATES, PA , certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

SIGNATURE _____

TITLE _____

COMPANY _____

DATE _____

State of _____
County of _____
Subscribed and sworn to before me this day of , 20 .

Notary Public _____

My Appointment Expires _____

Exhibit B

North Carolina State Ethic's Requirement

Pursuant to Governor Perdue's Executive Order # 24, this section should be included in the terms and conditions of all contracts let by the Governor's Cabinet Agencies and the Office of the Governor:

1) "By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

To be added near the signature portion of all contracts let by the Governor's Cabinet Agencies and the Office of the Governor:

"N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

Exhibit C



GREENVILLE INTERMODAL TRANSPORTATION CENTER Exhibit C—Scope of Services

March 20, 2012

Background

The MMPA team's workplan and overall fee estimate is based on the Scope of Services outlined in the City of Greenville's Request for Proposal and various follow up conversations and correspondence. We have organized our workplan into a series of major task areas grouped around five total visits to Greenville. Four of these visits will be 2-day working visits; the fifth a final presentation and public hearing at a Greenville City Council meeting. A summary fee estimate for each task areas is provided.

Other assumptions include:

- Work will be completed in accordance with the schedule outlined in the RFP.
- The Public Involvement Process summary represents our understanding of a program that will meet the project's needs. We assume that the City will:
 - Identify stakeholder groups
 - Coordinate meeting set up logistics such as: invitations, securing meeting location, etc.
 - Handle follow up mailings and communications with the public and attendees
 - Update the website with information provided by the team
- Variables related to the Environmental Process task and activities are noted.
- We have highlighted an interim Web Conferences as part of the process. If others are needed at "touchstones" during the process, these are also included.
- Reimbursable expenses (travel, etc.) are included as an allowance.

GREENVILLE VISIT 1: 2-day visit

Task 1-Confirm Work Plan, Schedule, and Public Involvement Process

Background Work by MMPA team:

- Develop a draft work plan to guide and manage the project
- Establish a draft schedule with milestones
- Develop a brief draft Public Involvement Process plan

Task 2--Collect Data and Assess Needs

Background Work by MMPA team:

- Assemble previous work completed on ITC including public input comments and programming needs (Transportation Provider Input)
- Research and review peer facilities

Activities for Visit 1

- Initial visit to possible sites; four sites (including previously preferred site) have initially been identified
- Transit Provider Input:
 - a. If needed, meet with transit providers: GREAT, ECUSTA, PATS, Greyhound, etc.
 - b. Using previous program as a baseline, confirm transit requirements and constraints
- Technical Steering Committee Meeting One:
 - Review and finalize work plan
 - Review and finalize schedule including team visits to Greenville
 - Confirm schedule for Greenville Visit 2
 - Refine project goals and objectives



- Identify other potential community, governmental, non-profit or university uses that may become part of the ITC complex.
- Review anticipated developments, current and future public transportation operational needs and other information that could affect the project
- Identify potential opportunities and issues
- Confirm list of possible sites
- Develop a matrix of criteria to use in evaluating candidate sites.
- Steering Committee Meeting One
 - Project review and comment

Task 9--Public Involvement Process

- Prior to visit: identify stakeholder groups; COG to arrange public input sessions and location(s)
- Public Input Session One—community stakeholder groups, many of whom were involved in the previous work phases of the project
- Confirm rider survey needs and schedule on-site survey needs

Deliverables

- Final work plan, schedule, communications process and public engagement plan
- Summaries of various meetings
- Program outlining site and building needs in graphic and written form
- Site evaluation matrix

BETWEEN VISIT INTERIM WORK

Task 3--Define Conceptual Layout

Background work by MMPA team:

- Using approved program requirements and other input, develop boarding and alighting, pedestrian access, parking, traffic circulation, bus requirements, passenger and bicyclist amenities, passenger building needs, and other related elements
- Develop a conceptual intermodal hub layout

Technical Steering Committee Web Conference:

- Review and approve program requirements and conceptual layout

Task 9--Public Involvement Process

- Develop and issue web based survey
- Conduct on-site survey

Deliverables

- Conceptual layout plan
- Agenda for Visit 2

GREENVILLE VISIT 2: 2-day visit

Task 4--Identify Candidate Sites

Background work by MMPA team:

- Test fit "long list" of candidate sites with approved conceptual layout and complete a preliminary evaluation using matrix of requirements and criteria
- Environmental screening of "long list"

Activities for Visit 2

- Technical Steering Committee Work Session Two:
 - Evaluate "long list" of sites against matrix of criteria to identify 3 sites for further analysis



- Review impact of ongoing and proposed development plans and organizational master plans on selected sites
- Conduct an “image workshop” to identify architectural character desired for the building and site
- Review survey results/conduct further Community Input sessions as needed
- Steering Committee Meeting Two
 - Status review and comment

Deliverables

- Prepare a summary of possible Location/Site Analysis of Locations, process used and reasoning for selection of “short list” of 3 sites
- Meeting summaries
- Agenda for Visit 3

GREENVILLE VISIT 3: 2-day visit

Task 5--Analyze Candidate Locations

Background work by MMPA team:

- Develop preliminary site layout for candidate sites based on conceptual layout
- Develop preliminary recommendations on preferred site
- Develop building layout “blocking plans” to establish adjacency requirements, and size of program elements
- Develop architectural character sketches
- Access and circulation recommendations

Activities for Visit 3

- Technical Steering Committee Worksession Three:
 - Review conceptual layouts of 3 candidate sites
 - Evaluate and rank candidate sites based on established criteria
 - Recommend preferred site
 - Review and approve building “blocking plans” and architectural character sketches
 - Review components of project budget
 - Discuss operations and maintenance issues that will impact development of related budget
- Steering Committee Meeting Two
 - Status review and comment

Task 9--Public Involvement Process

- Public Input Session Two--public workshop to gain general public feedback on preferred site and design

Deliverables

- Summary of recommendations and reasoning for selection of preferred site
- Project budget template
- Meeting summaries
- Agenda for Visit 4
- Public Input Session Summary

GREENVILLE VISIT FOUR: 2-day visit

Task 6--Develop Preferred Intermodal Transportation Center Site Plan

Background work by MMPA team:

- Define street ROW, setbacks, and transit center building footprints, site circulation, parking, pedestrian access, and urban design/streetscape elements to accommodate Intermodal Center conceptual layout



- Refine access and circulation recommendations
- Include recommendations on phasing to ensure that the intermodal center will serve the area's short-range and long-range needs as the transportation system grows and as new public transportation technologies are implemented.
- Refine proposed site plan based on sponsoring agencies and stakeholder input
- Develop final conceptual architectural design of the building and site elements.
- Provide a conceptual rendering of the facility on the preferred site

Task 7--Develop Conceptual Construction Costs

Background work by MMPA team:

- Develop project budget, to include hard and soft costs, such as real estate costs, design fees, environmental assessment, and escalation
- Develop construction cost estimate
- Develop conceptual operation and maintenance cost estimates
- Provide estimated capital and operating costs for the intermodal center site and facility at full build-out, as well as costs associated with a phased approach to development of the center

Task 9--Public Involvement Process

- Public Input Session Three: this will be a working session with stakeholders

Activities for Visit 4

Technical Steering Committee Worksession Four:

- Review and approve proposed site plan and building design
- Review project budget estimate

Steering Committee Meeting Four

- Project status review and comment

Deliverables

- Approved conceptual design drawings
- Summary of public involvement sessions
- Summary of phasing options
- Project, construction and operations budgets in spreadsheet format
- Meeting summaries

GREENVILLE VISIT 5: 1-day visit

Task 11--Prepare Study Report and Documentation

Background work by MMPA team:

- Prepare periodic status reports as identified in the schedule and milestones (these are included in each section above)
- Document all findings and prepare a draft and a final report
- Present the findings to the sponsoring agencies, Advisory Committee, and interested stakeholders (these presentations are included in each section above)
- Consultant will provide 10 printed copies of the final report to staff for distribution to the study participants, as well as an electronic copy of the final report (included in reimbursable expense allowance).
- The Consultant will update the project's web page at appropriate times as noted in Task 9.

Task 9—Public Involvement Process

- Final Presentation to City Council and Public Input Session Four (public hearing)



OTHER TASK SUMMARIES

Task 8--Funding Analysis

Note: Task 8 is included as an allowance. Final scope and schedule will be determined during Greenville Visit 1.

Background work by MMPA team:

- Research federal, state, and local funding sources
- Recommend funding sources and discuss any variation in the study recommendations attributable to the recommended funding source(s) - i.e. federal versus non-federal
- Identify opportunities for joint development and/or public-private partnerships

Web Conference:

- Review analysis and findings
- Identify follow up work

Task Deliverables:

- Summary report and recommendations

Task 9—Overall Public Involvement Process Scope (Note that these activities have been integrated into the workplan above)

The design of an Intermodal Transportation Center in Greenville will provide a significant opportunity to involve the public and agencies involved in the decision-making process. Using the activities conducted previous studies, we will build upon and enhance the public involvement efforts to gain support and ownership of the project. We propose a proactive and “hands-on” approach so that our client will ultimately have a state-of-the-art facility that includes a variety of services and uses for all Greenville citizens. A variety of activities and resources will be used to communicate and coordinate with the public, as well as with the agencies involved in the project. These are presented as a menu from which an appropriate process can be developed.

Team Coordination

To initiate the project, our Team will develop a brief **Public Engagement Plan** that will describe the process for public outreach and coordination efforts of the project. The Plan will explain the working sessions and workshops that are proposed to meet NEPA requirements, schedule and distribution chain to the extent possible.

The methods we hope to employ at key points during the site development and selection process are described below:

Stakeholder Input Sessions - these types of venues are an extremely helpful way to engage the stakeholders and agencies by having them work together and share ideas. We recommend having two half-day work sessions) to generate ideas for the Intermodal Transportation Center. Participants are placed into groups and provided directions and guidelines, with the assistance of a facilitator. A specific process is followed for charettes, and participants are encouraged to “think outside the box”, with all ideas considered. Each group produces a “product”, which is shared with all groups at the end of the session. Each “product” will be presented as design concepts and be reviewed by the Steering Committee and clients.

The Community Input sessions would allow for “brown paper” and other idea generating/documentation techniques to be used and built-upon as each session is completed.

Community Meetings/Workshops – It is anticipated that we will conduct one large public workshop during the EA and a Public hearing at the end of the project. The workshops



could be informal using a “station” format or more formal with a speaker, power point presentation and/or visual preference surveys. The type of workshop will depend on the magnitude of information to be presented. The Hearing will be more formal and likely will occur after a City Council meeting.

We seek maximum participation through advertising in neighborhoods and using community leaders, chambers of commerce, neighborhood associations, and non-profit organizations to generate participation and help promote events. We will also use the City’s web site and media to disseminate information.

Web-based Survey - prepare a survey, to be placed on the City’s website, for transit users and community representatives to obtain specific input on desired issues. We will develop the survey, tabulate and process survey results. The results will be provided to the City, project team and Steering Committee and incorporated into project development, as applicable.

Rider Survey – prepare a rider survey to be conducted at one bus stop in Greenville. This will likely be a half-day activity. We will develop the survey, tabulate and process survey results. The results will be provided to the City, project team and Steering Committee and incorporated into project development, as applicable.

Handouts and other Print Materials – we will develop useful print materials for the worksessions and workshops that are easily understood (i.e., limit the use of engineering terminology) with more graphics and visuals to explain the process and show site locations and design ideas. Materials will be also be uploaded to the project web site.

Summary Reports – all workshops and other public meetings will be summarized in a brief report and provided to Greenville for their review. All comments will be included in the reports and considered during the design process. Where necessary, comments will be addressed at subsequent workshops, on the web site or during the Steering Committee meetings

Task 10--Environmental Process

Based on previous experience with similar facilities, it is possible that the proposed Greenville Intermodal Transportation Center would qualify for a Categorical Exclusion (CE) to satisfy environmental documentation regulations established under NEPA given its consistency with the definition of a bus transfer facility per 23 CFR 771.117(d). However, recent work with a potential site, which is still under consideration within the proposed site selection process, revealed environmental impacts that necessitated an Environmental Assessment/Finding of No Significant Impact (EA/FONSI) document. Depending on the preliminary environmental screening of candidate sites, an EA/FONSI may be required for the proposed ITC.

If a CE document is required, we will complete a CE application for the selected site using the FTA Region IV checklist for guidance. Issues to be addressed in the CE application include, but are not limited to: Planning and Air Quality Conformity, Zoning, Traffic Impacts, Historic Resources, Noise and Vibration Analyses, Acquisitions and Relocations, Hazardous Materials, Environmental Justice, Impacts to Wetlands and Floodplains, Impacts to Threatened or Endangered Species, and Impacts to Security and Aesthetics.

If preliminary environmental screenings indicate the potential for an EA/FONSI, we will complete that documentation process, in accordance with FTA and NEPA regulations. It is assumed that no more than three candidate sites will be included in the EA/FONSI documentation process. If FTA and City determine that more than three sites are to be documented, our cost estimate will be adjusted as necessary. The EA/FONSI documentation process will include research and analysis for the same issues as listed for



the CE application, with additional studies and further analysis completed where adverse impacts are expected; an avoidance or mitigation plan will be established for impacted resources. Based on knowledge of this area, potential impacts to historic resources are of specific concern.

Regardless of the level of NEPA documentation that is deemed necessary, we will complete a site visit to verify GIS level resource data at all candidate site locations.

Up to two (2) meetings have been included in the estimated man-hours for the scope items above. If additional meetings or presence at public meetings or hearings is needed, additional fee can be negotiated.

Additional Documentation

Although not anticipated, it may be necessary to complete some amount of additional studies that may be required for the NEPA process. These reports could include historic surveys on or around the potential sites; Mattson, Alexander, and Associates Inc, who provided similar services for the EA/FONSI for the previously selected site would be available to complete such reports. Other reports could include natural systems field work or Phase I Site Assessments for hazardous materials for candidate sites.

The team will produce additional documentation or conduct further analysis to support FTA environmental approval of the Greenville ITC project as FTA deems necessary. If this task is needed, an add-on scope of work will be developed detailing any additional required analysis or reports.

Greenville Intermodal Transportation Center
Facility Programming, Site Evaluation and Conceptual Design

20-Mar-12

Exhibit C--Proposed Fee Budget by Task

Task	Description	Estimated Manhours	Fee Estimate	Remarks
1	Develop Work Plan, Schedule	8	\$ 1,200.00	
2	Collect Data and Assess Needs	40	\$ 6,000.00	
3	Define Conceptual Layout	40	\$ 6,000.00	
4	Identify Candidate Sites	40	\$ 6,000.00	
5	Analyze Candidate Locations	85	\$ 12,750.00	
6	Develop Preferred Intermodal Transportation Center Conceptual Design	95	\$ 14,250.00	
7	Develop Conceptual Construction and Project Costs	40	\$ 6,000.00	
	Subtotal	348	\$ 52,200.00	
8	Funding Analysis	128	\$ 12,800.00	Note: final scope and need for this task is still to be determined. The amount listed is a contract allowance which will be adjusted at a later date.
9	Public Involvement Process*			Note: all potential Public Involvement Process costs are included below rather than in individual task areas above.
	Project Team Coordination	24	\$ 2,973.24	
	Public Engagement Plan	20	\$ 2,537.60	
	Stakeholder Input Sessions (2)	56	\$ 6,338.56	
	Community Meetings/Workshops (2)	72	\$ 8,081.12	
	Web-based Survey	28	\$ 3,408.88	
	Rider Survey	48	\$ 5,587.08	
	Handouts/Print Materials for workshops	28	\$ 3,169.28	
	Summary Reports for Workshops/Hearing	36	\$ 4,040.56	
	Total Labor	312	\$ 36,136.32	
10	Environmental Process			These fees are NOT cumulative; i.e. project cost will be one or the other, not a combination of estimates.
	CE Documentation OR EA/FONSI Documentation	200	\$ 26,500.00	
		260	\$ 34,800.00	
	Optional attendance at Greenville Visit 3	22	\$ 3,355.00	If complex environmental issues identified in the preliminary scan of the "long list" of sites; attendance at the Technical Steering Committee worksession by MAB may be appropriate.
	Optional attendance at Greenville Visit 5: Public Hearing	19	\$ 2,398.00	The COG has handled this in the past. This option is presented should the City prefer that MAB make the EA/CE process presentation at the City Council Public Hearing.
11	Prepare Study Report/Attendance at final City Council Public Hearing	40	\$ 4,000.00	
	Reimbursables Allowance			
	Tasks 1-7		\$ 3,500.00	Expenses for this task will depend upon travel and other involvement related to the final scope of this task.
	Task 8--Funding Analysis		\$ 2,096.00	
	Task 9--Public Involvement		\$ 1,255.00	
	Task 10--Environmental Process		\$ 6,851.00	
			\$ 6,055.00	

Exhibit D

REQUEST FOR PROPOSALS

Facility Programming, Site Evaluation, & Conceptual Design for

CITY OF GREENVILLE, NC INTERMODAL TRANSPORTATION CENTER

December 2, 2011

Introduction

The City is seeking to hire a consultant to complete a site selection study and environmental documentation for the construction of a federally funded Intermodal Transportation Center in the City of Greenville, NC. The consultant will work with City staff and a committee of stakeholders to determine the preferred site and to complete the appropriate FTA required environmental documentation for that site.

Background

The City of Greenville, NC is planning to construct an Intermodal Transportation Center that will serve as the main transfer/connecting point for several modes of transportation.

The Center must be located in a highly visible and convenient place that is a logical focal point for bus service (local and intercity), shuttles, car pools, taxis, pedestrians and bicyclists. Additionally the center will have bicycle parking including bike lockers, and a shower and changing area. The site should be within an 8 minute walking distance of the City's downtown. The ideal site should also be within walking distance to one of the City's active rail lines. NCDOT's long range passenger rail plan includes a target of passenger rail service for the City sometime after 2050.

Based on a March 2006 "Intermodal Transportation Center Feasibility Study", this area is in need of a facility that will allow citizens to access or transfer between various modes of public transportation.

The City completed the site selection process and an Environmental Assessment for the site for this center. Recently, key City stakeholders identified concerns that resulted in the City deciding to begin a new site selection process. The present preferred site is still a candidate. There are three other sites that the City considers as possible candidates. The four possible sites are:

- The area bordered to the west by Evans Street, to the north by E. 8th Street, to the east by Cotanche Street and to the south by E. 9th Street.

- The vacant lot at southeast corner of the intersection of Dickinson Avenue and Reade Circle.
- The area in the vicinity of the City's current bus transfer site (Reade Street from E. 4th Street to E. 2d Street.)
- The area bordered on the west by the CSX railroad tracks, to the north by Bonner's Lane, to the east by S. Pitt Street and to the south by Dickinson Avenue.

This list of possible candidate sites is not all inclusive. The consultant can and should evaluate others that meet the City's requirements.

The City is seeking for a consultant to lead the effort to select a new site and to prepare the necessary environmental documentation which may include the requirement to prepare an Environmental Assessment. Additionally many of the proposed sites may impact historical districts or buildings.

Project Objectives:

The completed study will consider transportation needs, suitable site locations, the targeted modes of transportation, and stakeholder and community input to determine the site for the facility. The Consultant shall meet frequently with the City to ensure that the site selection study is developed in a manner that maintains compatibility with City objectives, and applicable federal and state regulations.

Consultant shall develop criteria both qualitative and quantitative and rank potential sites according to that criteria. The criteria will include but not be limited to:

- Site location and impact criteria shall include site size, topography, site availability and ownership, land use and zoning, proximity to downtown, visual presence, and any other important factors identified by the consultant.
- Transportation requirements criteria shall include pedestrian and bicycle access, impact on existing traffic, relationship to parking, proximity to downtown, proximity to a railroad, vehicular access. impact on existing transit routes, and any other important factors identified by the consultant.
- Environmental concerns criteria shall include NEPA requirements, floodplain constraints, historical importance, hazardous materials, conservation of land area, etc.

The study will determine the preferred location for the Intermodal Transportation Center.

Scope of Work:

- A. Develop Work Plan, Schedule, and Outreach Program
- Develop a work plan to guide and manage the project
 - Establish a schedule with milestones
 - Establish a process for communicating with the sponsoring agencies
 - Develop a public engagement plan to conduct outreach for various tasks. The City desires to maximize community input therefore the outreach plan should include activities such as surveys.
- B. Collect Data and Assess Needs
- Identify transit requirements and constraints
 - Research and review peer facilities
 - Review anticipated developments, current and future public transportation operational needs and other information that could affect the project
 - Identify potential opportunities and issues
 - Develop a list of possible sites
 - In coordination with the sponsoring agencies, refine project goals and objectives
 - Provide summaries of:
 - Community Input
 - Transportation Provider Input
 - Project Coordination
- C. Define Conceptual Layout
- Develop boarding and alighting, pedestrian access, parking, traffic circulation, bus requirements, passenger and bicyclist amenities and other related elements
 - Develop a conceptual intermodal hub layout
 - Develop candidate site requirements and criteria
- D. Identify Candidate Sites
- Review potential sites and associated property records
 - Review ongoing and proposed development plans and organizational master plans that may affect sites
 - Review sites for environmental issues that could present a fatal flaw
 - Recommend three (3) candidate sites for further analysis
 - Prepare a summary of possible Location/Site Analysis of Locations
- E. Analyze Candidate Locations
- Develop preliminary site layout for candidate sites based on conceptual layout
 - Evaluate and rank candidate sites based on established criteria
 - Recommend preferred site
 - Develop a conceptual site layout
 - Prepare a summary of possible Location/Site Analysis of Locations

- F. Develop Preferred Intermodal Transportation Center Site Plan
- Define street ROW, setbacks, and transit center building footprints, site circulation, parking, pedestrian access, and urban design/streetscape elements to accommodate Intermodal Center conceptual layout
 - Include recommendations on phasing to ensure that the intermodal center will serve the area's short-range and long-range needs as the transportation system grows and as new public transportation technologies are implemented.
 - Refine proposed site plan based on sponsoring agencies and stakeholder input
 - Provide summaries of:
 - Community Input
 - Transportation Provider Input
 - Project Coordination
 - Provide a conceptual rendering of the facility on the preferred site
- G. Develop Conceptual Construction Costs
- Develop conceptual construction cost estimate, to include hard and soft costs, such as real estate costs, design fees, environmental assessment, and escalation
 - Develop conceptual operation and maintenance cost estimates
 - Provide estimated capital and operating costs for the intermodal center site and facility at full build-out, as well as costs associated with a phased approach to development of the center
- H. Funding Analysis
- Research federal, state, and local funding sources
 - Recommend funding sources and discuss any variation in the study recommendations attributable to the recommended funding source(s) - i.e. federal versus non-federal
 - Identify opportunities for joint development and/or public-private partnerships
- I. Prepare Study Report and Documentation
- Prepare periodic status reports as identified in the schedule and milestones
 - Document all findings and prepare a draft and a final report
 - Present the findings to the sponsoring agencies, Advisory Committee, and interested stakeholders
 - Consultant will provide 10 printed copies of the final report to staff for distribution to the study participants, as well as an electronic copy of the final report.
 - The Consultant will update the project's web page at appropriate times.
- J. Environmental Process –
- Outline federal, state, and local requirements related to development of an Intermodal Transportation Center and prepare a list of requirements that each potential site should meet.
 - Prepare a categorical exclusion or Environmental Assessment for approval by the Federal Transit Administration. The consultant will assist the City in determining the appropriate documentation for the preferred site in coordination with FTA.

- Prepare a Finding of No Significant Impact if an Environmental Assessment is required.

K. Budget –

- Firms are required to submit a detailed price quotation with a breakdown of fees for each task and an overall project cost.
- Submission of Proposal responses need to be in two separate envelopes. One envelope needs to contain the technical response the other envelope needs to contain the cost proposal.

Evaluation Criteria:

A. **Criteria and Weighting.** Responses to this RFP will be evaluated against the following criteria, each with a maximum potential of 10 points. The weight of the criteria is in parenthesis after the criteria.

- Qualification/experience of Proposer with studies of similar type and size; brief history of the firm. (3)
- Qualification/experience of subconsultants with studies of similar type and size and/or special expertise beneficial to the study. (3)
- Demonstration of knowledge of transportation planning, engineering, passenger transit systems, historic preservation, land use planning and an Environmental Assessment (including section 106 requirements) (5).
- Indication of sufficient staff for all facets of the proposed project/workload, and previous work with proposed subconsultants. (1)
- Identification of personnel and their qualifications for conducting assigned portion(s) of the project, with brief resumes and biographical information for proposed project team and key persons.(2)
- Identification of deliverables that convey appropriate progress throughout the project. (1)
- Proposer's past record of performance on similar projects. (3)
- Demonstration of understanding of the overall project goals, required activities and sensitivity to ensuring community involvement. (3)
- Demonstrated understanding of, and familiarity with, applicable federal and state laws, regulations and standards. (2)
- Ability to meet the project schedule for the site selection process (4)
- Budget submission of cost for tasks outlined in RFP (5)

B. Selection

A selection committee will review submittals and rank them according to the criteria described above. Based on the number of submittals, the committee may develop a short list of the most qualified firms and interview them.

The selection committee will make the final decision on the most appropriate firm to determine their best and final offer. The selection is not final until the Greenville City Council awards the contract.

The Client/Project Management Team

The City of Greenville Assistant City Manager will serve as the Project Manager. The North Carolina Department of Transportation (NCDOT) Public Transportation Division (PTD) will be heavily involved with this project. A Steering Committee will be used to provide guidance to the consultant and the City during this project. It will consist of representatives from, but not necessarily limited to, the following groups: NCDOT, East Carolina University (ECU), Pitt County, City of Greenville Public Transportation & Parking Commission, Pitt Area Transit System (PATS), Trailways, and local taxi services.

Anticipated Schedule:

Date	Action
December 1, 2011	Mail RFP to firms
	Publish RFP notice in Daily Reflector
December 15	Deadline for firms to submit RFP questions
December 23	RFP due 12 pm EDT
First week of January 2012	Finalist or short list of top three firms identified
January 13-17, 2012	Firm interviews, if needed
January 27	Best and Final Offer
March 8	City Council awards study contract
March 30	Contract Begins
September 30	Study completed, Begin Environmental Assessment
October 2012	City Council adoption of preferred site
December 2012	Complete Environmental Assessment and forward to FTA
January 2013	Firm release of design RFP
Feb 2013	Complete FONSI and forward to FTA for review
May 2013	City Council award design contract

Contents of response to RFP:

Response to this RFP is to be succinct and specific. Ten (10) original copies are to be provided and are to be **submitted by 12 noon, Friday, December 23, 2011** and shall:

- A. Include a cover letter of no more than one (1) page.
- B. The total proposal to include the cover letter shall not exceed more than 21 pages. Proposals with more than 21 pages will not be considered.
- C. The proposal shall include 5 references for similar projects. The references will identify the project, the point of contact for the project and the telephone number for that contact.
- D. Cost Proposal shall be submitted in a separate envelope along with the technical proposal.

Other Contract Requirements:

- A. Consultant will comply with the requirements of the U.S. Equal Opportunity Commission, "Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act," pertaining to employment of persons with disabilities. Consultant will agree to comply with any implementing requirements that FTA may issue.
- B. Consultant will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability and shall take affirmative action to ensure applicants are employed, and that employees are treated during employment without regard to their race, color, creed, national origin, sex, age, or disability. Consultant will agree to comply with any implementing requirements that FTA may issue.
- C. The City has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry. A copy of this clause may be obtained at the City Clerk's Office, City Hall, Greenville, N. C. By submitting a proposal, the firm is attesting it is an Equal Opportunity Employer.

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

Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

- D. The City of Greenville will make payments to the consultant based on completion of tasks and receipt of monthly progress reports that shall include at a minimum: (1) Summary of activities during the period, (2) Adherence to schedule and budget, (3) Problems encountered during the period, and (4) Projected activities for the next period. Receipt of the monthly report is a prerequisite for payment of the consultant. The payments will be based upon a schedule of work that is included as part of the contract.
- E. Any contract developed for work shall be construed and enforced in accordance with the laws of the state of North Carolina. Any controversy or claim arising as a result of contracting shall be settled by an action initiated in the appropriate division of the General Court of Justice in Pitt County, North Carolina.

Proposal Submission Instructions:

Proposals are to be marked clearly in a sealed envelope as “City of Greenville Intermodal Transportation Center RFP”. Proposals may be delivered or mailed to the below location **by 12:00 (noon), Friday, December 23, 2011:**

City of Greenville
Department of Public Works
1500 Beatty Street,
Greenville, NC 27834

DISADVANTAGED, MINORITY, WOMEN BUSINESS ENTERPRISES (RACE AND GENDER NEUTRAL) PROFESSIONAL SERVICES CONTRACTS ONLY

SPIG69 (9-30-09)

Policy

It is the policy of the North Carolina Department of Transportation, the Federal Transit Administration and the **Transit System** that businesses shall have an equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by federal and state funds.

The **Transit System** is committed to its annual aspirational goal(s) set on all federally-assisted contracts. Professional Services Contracts are race and gender neutral and do not contain goals; however, the firm is encouraged to give every opportunity to allow DBE/MBE/WBE subconsultant participation on all contracts and supplemental agreements.

Obligation

In compliance with *Title VI, 23 CFR 200, 230, 635, 117 (d) and (e) and 49 CFR Parts 21 and 26*, the Contractor or Firm and subconsultant shall not discriminate on the basis of race, religion, color, creed, national origin, age, disability or sex in the performance of this contract. Failure by the Contractor or Firm to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the **Transit System** deems necessary.

Definitions

Professional Services – Services such as, but not limited to, project management, construction engineering and inspection, feasibility studies, planning and environmental studies, preliminary engineering, design and redesign, surveying, mapping, geotechnical investigations, architectural related services, visualization, simulation studies, technical assistance and transportation services studies.

Department - North Carolina Department of Transportation

Disadvantaged Business Enterprise (DBE) – A firm certified through the federally-mandated North Carolina Unified Certification Program administered by the Department.

Federal Transportation Administration (FTA) - One of 11 operating Administrations within the US Department of Transportation Division that supports a variety of locally planned, constructed, and operated Public Transportation Systems throughout the United States.

Minority-Owned and Women-Owned Business Enterprises (MBE/WBE) - Firms certified through the state-mandated North Carolina Unified Certification Program administered by the Department.

Small Professional Services Firm (SPSF) – Small professional consultant firms who have been certified by the Department. Any business established for profit and meets the certification standards outlined in 13 CFR Part 121, Sector 54 under the North American Industrial Classification system (NAICS) is eligible for participation in the Department's SPSF program.

Form RS-2 - Form to be completed showing the participation of all known consultants and subconsultants (SPSFs) who will participate in the performance of the identified work

Form DBE-IS – Form required to record payments made to subconsultants, including material suppliers. The accounting shall be listed on the Department’s Subcontractor Payment Information Form (Form DBE-IS).

North Carolina Unified Certification Program (UCP) - A program that provides comprehensive information to applicants for certification, such that an applicant is required to apply only once for DBE certification that will be honored by all recipients of USDOT funds in the state and not limited to the Department of Transportation only. The Certification Program is in accordance with *49 CFR Part 26*.

Race and Gender-Neutral – Measure or program in which goals are not consciously set in order to achieve significant participation by historically underutilized groups. In a race and gender-neutral program, other methods are used to achieve participation, such as but not limited to aggressive outreach, targeted advertising and unbundling of work items.

USDOT - United States Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the **Federal Transit Administration (FTA)**, and the Federal Aviation Administration (FAA).

Participation

Specific project goals are not established for Professional Services agreements as identified in the scope of work for this contract. The Department encourages the utilization of Small Professional Services Firms (SPSF) subconsultants and/or suppliers on professional services contracts let by **Transit Systems**.

Listing of Subconsultants

The Contractor or Firm, at the time the Letter of Interest, Bid or Proposal is submitted, shall submit a listing of all known small professional services firms that will participate in the performance of the identified work. The participation of each SPSF shall be submitted on a separate Form RS-2. In the event the firm has no SPSF/subconsultant participation, the firm shall indicate this on the Form RS-2 by entering the word ‘none’ or the number ‘zero’ and the form shall be signed and submitted with the Letter of Interest, Bid or Proposal. Form RS-2 may be accessed on the website at: <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>

Directory of Approved Transportation Firms

Real-time information about firms doing business with the Department, and firms that are prequalified and certified DBEs through North Carolina’s Prequalification Unit, is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department’s homepage or by entering <https://partner.ncdot.gov/VendorDirectory/> in the address bar of your web browser. Only firms identified as small business professional consulting firms (SPSF) and approved (certified DBE) in the Directory will be considered for subconsultant utilization.

Reporting Participation

When payments are made to subconsultants, including material suppliers, firms at all levels (Firm, subconsultant or subfirm) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department's Subcontractor Payment Information Form (Form DBE-IS). In the event the firm has no subconsultant participation, the firm shall indicate this on the Form DBE-IS by entering the word '**None**' or the number '**zero**' and the form shall be signed. Form DBE-IS may be accessed on the web site: <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

A responsible fiscal officer of the payee Contractor or Firm, or subconsultant, who can attest to the date and amount of the payments shall certify that the accounting is correct on the Form DBE-IS by affixing their signature. This information shall be submitted as part of the requests for payments made to the Department or Transit System.

INSTRUCTIONS FOR COMPLETING "SUBCONTRACT CERTIFICATION" (FORMS RS-2)

1. Fill out the blank portions of the "Subcontract Certification" (Form RS-2).
2. The Anticipated Utilization must be the dollar value or % of work that the prime reasonably expects to award to the Subcontractor under this agreement.

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PRIME CONSULTANT
TO BE USED WITH PROFESSIONAL SERVICES CONTRACT ONLY
RACE AND GENDER NEUTRAL**

<i>TIP No. and/or Type of Work (Limited Services)</i>	
<i>(Consultant/Firm Name and Federal Tax Id)</i>	
SERVICE / ITEM DESCRIPTION	Anticipated Utilization
TOTAL UTILIZATION:	
RECOMMENDED BY: CONSULTANT:	
*BY:	
TITLE:	
SPSF Status:	Yes <input type="checkbox"/> No <input type="checkbox"/>

"PRIME CONCONSULTANT" (FORM RS-2)

RACE AND GENDER NEUTRAL

Instructions for completing the Form RS-2:

1. Complete a Prime Consultant Form RS-2 for the prime consultant firm.
2. Insert TIP Number and /or Type of Work (Limited Services)
3. Complete the Consultant/Firm name and Federal Tax ID Number for the primary firm information.
4. Enter Service/Item Description – describe work to be performed by the Prime Firm
5. Enter Anticipated Utilization – Insert dollar value or percent of work to the Prime Firm
6. *Signature of the Prime Consultant is **required** on each RS-2 Form to be submitted with the Letter of Interest (LOI) to be considered for selection
7. Complete "SPSF Status" section - Check the appropriate box regarding SPSF Status, check Yes if SPSF or No if not SPSF

*Prime Form RS-2
Rev. 1/14/08*

FEDERAL AND STATE REQUIREMENTS AND SPECIAL CONDITIONS

for

PROFESSIONAL and ARCHITECTURAL and ENGINEERING SERVICES

1. General

The work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Administration. Citations to federal law, regulation, and guidance references include, but are not limited to, the Master Agreement FTA MA (17), dated October 1, 2010; FTA Circular 4220.1F, dated November 1, 2008; "Best Practices Procurement Manual", updated March 13, 1999 with revisions through October 2005; 49 CFR Part 18 (State and Local Governments) and 49 CFR Part 19 (Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) and any subsequent amendments or revisions thereto.

**THE FOLLOWING MAY BE USED SYNONYMOUSLY:
"BIDDER" AND "CONTRACTOR"
"PURCHASER", "PROCURING AGENCY" AND "OWNER"**

2. Federal Changes

Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

3. Notification of Federal Participation

To the extent required by Federal law, the State of North Carolina agrees that, in administering any Federal assistance Program or Project supported by the underlying Grant Agreement or Cooperative Agreement, any request for proposals, solicitation, grant application, form, notification, press release, or other publication involving the distribution of FTA assistance for the Program or the Project that it will identify the FTA grant source by listing the Catalog of Federal Domestic Assistance Number of the program. The following FTA grant programs will be eligible to participate in this bid, 20.505, 20.507, 20.500, 20.513, 20.509, 20.516, and 20.521. Federal funding assistance up to eighty (80%) percent may be provided.

4. Conflict of Interest

No employee, officer, board member, or agent of the Owner shall participate in the selection, award, or administration of a contract supported by Federal Transit Administration (FTA) funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

5. Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

The requisite "Lobbying Certification" is included as ATTACHMENT A (attach Standard Form-LLL if necessary) and must be executed for contracts of \$100,000 or more and prior to the award of the contract.

6. Civil Rights

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(a) The third party contractor and all lower tiers shall comply with all provisions of FTA Circular 4701.1A, "Title VI and Title VI Dependent Guidelines for Federal Transit Administration recipients", May 13, 2007.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Contractor agrees to comply and assures the compliance of each subcontractor at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.

(3) Nondiscrimination on the Basis of Age – The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance, 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age.

The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

(4) Nondiscrimination on the Basis of Sex - The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of

1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.

(5) Access for Individuals with Disabilities - The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

- (1) U.S. DOT regulations "Transportation Services for Individuals with Disabilities (ADA)" 49 C.F.R. Part 37;
- (2) U.S. DOT regulations "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F. R. Part 38;
- (4) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities." 28 C.F.R. Part 36;
- (6) U.S. GSA regulations "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations "Telecommunications Relay Services and Related Customer Premises

Equipment for the Hearing and Speech Disabled," 49 C.F.R. Part 64, Subpart F;

- (9) U.S. Architectural and Transportation Barriers Compliance Board regulations, "Electronic and Information Technology Accessibility Standards." 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

(6) Access to Services for Persons with Limited English Proficiency. The Contractor agrees to comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that the Federal Government determines otherwise in writing.

(7) Environmental Justice. The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note; and DOT Order 5620.3, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 *Fed. Reg.* 18377 *et seq.*, April 15, 1997, except to the extent that the Federal Government determines otherwise in writing.

(8) Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

(9) Other Nondiscrimination Laws. The Contractor agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable directives prohibiting discrimination, except to the extent that the Federal Government determines otherwise in writing.

(10) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7. Contracting with Disadvantaged Business Enterprises

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective October 1, 2004.

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs* and with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101. The NC Department of Transportation/Public Transportation Division's overall goal for DBE participation is **8.6%**.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the **Department** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the **Department**. In addition, **[the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the Department and contractor's receipt of the partial retainage payment related to the subcontractor's work.]**

d. The contractor must promptly notify the **Department** whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the **Department**.

8. Clean Air Act

(a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 306 of the Clean Air Act as amended, 42 U.S.C. § 7606, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. The Contractor agrees to report any violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the State and/or FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assistance provided by FTA.

9. Clean Water

(a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. The Contractor agrees to report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

10. Environmental Protection

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, (NEPA) 42 U.S.C. §§ 4321 through 4335 (as restricted by 42 U.S.C. § 5159, if applicable); Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5324(b); U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; and joint FHWA FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622; and other applicable Federal environmental protection regulations that may be promulgated at a later date. The Contractor agrees to comply with the applicable provisions of 23 U.S.C. § 139 pertaining to environmental procedures, and 23 U.S.C. § 326, pertaining to Purchaser's responsibility for categorical exclusions, in accordance with the provisions of joint FHWA/FTA final guidance, "SAFETEA-LU Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576 *et seq.* November 15, 2006 and any applicable Federal directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.

11. Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sect. 6321 et seq.

12. Fly America

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-

financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

13. Debarment and Suspensions

This contract is a covered transaction for purposes of 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940, 180.935 and 180.945.

The contractor is required to comply with 2 CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the **Procuring Agency**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **Procuring Agency**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 180, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The Procuring Agency agrees and assures that its third party contractors and lessees will review the "Excluded Parties Listing System" at <http://epls.gov/> before entering into any subagreement, lease or third party contract. The Procuring Agency will be reviewing all third party contractors under the Excluded Parties Listing System at <http://epls.gov/> before entering into any contracts.

The requisite Debarment and Suspension Certification is included as ATTACHMENT B (attach additional statement if necessary) and must be executed for contracts of \$25,000 or more and prior to the award of the contract.

14. Termination or Cancellation of Contract

The Owner, by written notice, may terminate this contract, in whole or in part when it is in the best interest of the project. If this contract is terminated, the Owner shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

The Owner may terminate this contract in whole or in part, for the Owner's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Owner shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Owner all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Owner shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Owner may complete the work by issuing another contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Owner.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Owner.

15. Breach of Contract

If the Contractor does not deliver the required services or the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Owner may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Owner that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Owner, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

The Owner in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the Contractor fails to remedy to Owner's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from Owner setting forth the nature of said breach or default, The Owner shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Owner from also pursuing all available remedies against Contractor and its sureties for said breach or default.

16. Resolution of Disputes

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Owner. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of the Owner. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of the Owner shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the Owner, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Owner is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

17. Protest Procedures

To ensure that protests are received and processed effectively the Purchaser shall provide written bid protest procedures upon request. In all instances information regarding the protest shall be disclosed to the N.C. Department of

Transportation (NCDOT). All protest requests and decisions must be in writing. A protester must exhaust all administrative remedies with the Purchaser before pursuing remedies through the NCDOT. Reviews of protests by the NCDOT will be limited to the Purchaser's failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to the NCDOT must be received by the Department within three (3) working days of the date the protester knew or should have known of the violation. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation. Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.

18. No Federal Government Obligations to Third Parties

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

19. False or Fraudulent Statements or Claims

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with this Project. Accordingly, upon execution of the underlying contract or agreement the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may apply, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement involving a project authorized under 49 U.S.C. chapter 53 or any other Federal statute, the Federal Government reserves the right to impose on the Contractor the penalties of 18

U.S.C. § 1001 or other applicable Federal statute to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

20. Access to Records and Reports

The Contractor agrees to permit, and require its subcontractors to permit, the U.S. Secretary of Transportation, and the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Contractor and its subcontractors pertaining to the Project, as required by 49 U.S.C. § 5325(g).

Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S. D. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5303, 5307, 5309, 5310, 5311, 5316, or 5317.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after that date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 C.F.R. 18.39 (i)(11).

The State of North Carolina, Office of the State Auditor, now requires that all records now be retained for five (5) years after that date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto.

21. Patents and Rights in Data

A. Rights in Data - These following requirements apply to each contract involving experimental, developmental, or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes", any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This

subsection (e), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the -Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition, of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents, of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) Therefore, when the Project is completed, the Contractor agrees to provide a Project report that FTA may publish or make available for publication on the Internet. In addition, the Contractor agrees to provide other reports pertaining to the Project that FTA may request. The Contractor agrees to identify clearly any specific confidential, privileged, or proprietary information it submits to FTA.

(5) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - These following requirements apply to each contract involving experimental, developmental, or research work:

(1) **General** - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

22. Privacy

To the extent that the Contractor, or its subcontractors, if any, or any to their respective employees administer any system of records on behalf of the Federal Government, Contractor agrees to comply with, and assure the compliance of its subcontractors, if any, with the information restrictions and other applicable requirements of the Privacy Act of 1974, as amended, 5 U.S.C. Sect. 552, (the Privacy Act).

The Contractor shall obtain the express consent of the Department and the Federal Government before the Contractor, and any subcontractors, or any of their respective employees operate a system of records on behalf of the Federal Government. Failure to do so may result in termination of the Contract and civil and criminal penalties for violation of the Privacy Act.

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

23. National Intelligent Transportation Systems Architecture and Standards

To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 *Fed. Reg.*

1455 *et seq.*, January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing. (*applicable to ITS projects*)

24. Architectural, Engineering or Related Services

In accordance with 49 U.S.C. § 5325(b), the Contractor agrees to comply with the following requirements pertaining to the procurement of architectural engineering or related services that will be financed with Federal assistance authorized under 49 U.S.C. chapter 53 or required by Federal law to be administered in accordance with 49 U.S.C. chapter 53:

- (1) When procuring architectural engineering, or related services, the Contractor agrees that it and its subcontractors at any tier will:
 - (a) Negotiate for architectural engineering or related services in the same manner as a contract for architectural engineering, or related services is negotiated under chapter 11 of Title 40, United States Code, or
 - (b) Comply with an equivalent State qualifications-based requirement for contracting for architectural engineering, or related services, provided the State has adopted by law such requirement before August 10, 2005.
- (2) Upon awarding a contract for architectural engineering or related services, the Contractor agrees that it and its subcontractors at any tier will:
 - (a) Perform and audit the third party contract or the third party subcontract in compliance with the cost principles of the FAR as set forth in 48 C.F.R. Part 31.
 - (b) Accept the indirect cost rates established by a cognizant Federal or State government agency in accordance with the FAR for one-year applicable accounting periods, if those rates are not currently under dispute.
 - (c) Apply the firm's indirect cost rates, without any limitation by administrative or de facto ceilings, for purposes of contract estimation, negotiation, administration, reporting, and contract payment, after the firm's indirect cost rates are accepted as described in Subsection 15.p(2)(b) of this Master Agreement.
 - (d) In compliance with 49 U.S.C. § 5325(b)(2)(D), the Recipient agrees and assures that it and the members of any group of entities sharing cost or rate data described in Subsection 15.p(2)(c) of this Master Agreement shall:
 1. Notify any affected firm before requesting or using that data,
 2. Maintain the confidentiality of that data, and assure that it is not accessible or provided to others, and
 3. Not disclose that data under any circumstances if doing so is prohibited by 49 U.S.C. § 5325(b) or other law.

25. Seismic Safety

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 C.F.R. Part 41, and will certify to compliance to the extent required by the regulation the contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the

standards required by the Seismic Safety Regulations and the certification of compliance issued on the project. (*applicable to A&E contracts*)

26. State and Local Disclaimer

The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the grantees procurement documents, the grantees should consult with their local attorney.

27. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

28. Hold Harmless

Except as prohibited or otherwise limited by State law, the Contractor agrees to indemnify, save, and hold harmless the Owner of this Contract and its officers, agents, and employees acting within the scope of their official duties against any liability, including all claims, losses, costs and expenses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor or subcontractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor.

The Contractor represents and warrants that it shall make no claim of any kind or nature against the Owner or it's agents who are involved in the delivery or processing of contractor goods to the Owner. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

29. Safe Operation of Motor Vehicles

a. Seat Belt Use.

Pursuant to Executive Order No. 13043, April 16, 1997, 23 U. S. C. § 402, the Contractor is encouraged to adopt and promote on-the-job seat belt use policies

and programs for its employees and other personnel that operate company-owned, rented, or personally-operated vehicles and include this provision in any third party subcontracts, leases or similar documents in connection with this project.

b. Distracted Driving, Including Texting While Driving.

Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, FTA encourages each third party contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in any third party subcontract leases or similar documents in connection with this project.

c. Safety. The Contractor is encouraged to:

- (a) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

Company-owned or rented vehicles; Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or any vehicle, on or off duty, and using an electronic device.

- (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

c. Definitions

- (1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

- (2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

30. Metric System

To the extent required by U.S. DOT or FTA, the Contractor agrees to use the metric system of measurement in its Contract activities as may be required by 49 U.S.C. Sect. 205a et seq.; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. Sect. 205a; and other regulations, guidelines and policies issued by U.S. DOT or FTA. To the extent practicable and feasible, the Contractor agrees to accept products and services with dimensions expressed in the metric system of measurement.

31. Geographic Information and Related Spatial Data.

In accordance with U.S. OMB Circular A-16, "Coordination of Geographic Information and Related Spatial Data Activities," August 19, 2002, the Contractor agrees to implement this Project so that any activities involving spatial data and geographic information systems activities financed directly or indirectly, in whole or in part, by Federal assistance, are consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

32. Exclusionary or Discriminatory Specifications or Requirements

The Contractor agrees that it will comply with the requirements of 49 U.S.C. Sect. 5325(h) by refraining from using any funds derived from FTA in performance of this Contract to support any sub-contracts using exclusionary or discriminatory specifications or requirements.

33. North Carolina State Ethic's Requirement

Pursuant to Governor Perdue's Executive Order # 24, this section should be included in the terms and conditions of all contracts let by the Governor's Cabinet Agencies and the Office of the Governor:

- 1) "By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

To be added near the signature portion of all contracts let by the Governor's Cabinet Agencies and the Office of the Governor:

"N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

34. Sensitive Security Information

Each third party contractor must protect, and take measures to ensure that its subcontractors at each tier protect, "sensitive security information" made available during the administration of a third party contract or subcontract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. Section 114(r) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.

ATTACHMENT A

CERTIFICATION REGARDING LOBBYING

(To be submitted with all bids or offers exceeding \$100,000; must be executed prior to Award)

The undersigned _____ certifies, to the best of his or her knowledge and belief, that:
(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transactions imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section A 3801 *et seq.*, apply to this certification and disclosure, if any.

Date

Signature of Contractor's Authorized Official

Name and Title of Contractors Authorized Official

Subscribed and sworn to before me this ___ day of _____, 20___, in the State of _____; and the County of _____.

Notary Public _____
My Appointment Expires _____

ATTACHMENT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION

(To be submitted with all bids exceeding \$25,000.)

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), _____, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

DATE _____

SIGNATURE _____

COMPANY _____

NAME _____

TITLE _____

State of _____

County of _____

Subscribed and sworn to before me this ___ day of _____, 20___.

Notary Public _____

My Appointment Expires _____

Exhibit E



Exhibit E
SCHEDULE OF HOURLY RATES - MOSER MAYER PHOENIX ASSOCIATES

<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
ARCHITECTURAL STAFF	
Project Manager	\$95.00 - \$150.00
Registered Architect	\$75.00 - \$105.00
Architectural Designer	\$65.00 - \$85.00
Landscape Architect	\$125.00
ENGINEERING STAFF	
Registered Professional Engineer	\$100.00 - \$150.00
Engineering Designer	\$80.00 - \$110.00
INTERIOR DESIGN STAFF	
Senior Interior Designer	\$85.00 - \$110.00
Interior Design Staff	\$65.00 - \$85.00
ADMINISTRATIVE STAFF	
Clerical	\$45.00
PRINCIPAL IN CHARGE	\$195.00

Memorandum

To: Honorable Mayor and City Council Members
From: Thomas M. Moton, Jr., Assistant City Manager
Date: February 29, 2012
Subject: Update on Intermodal Transportation Center

Staff is moving forward with the process to hire a firm to assist staff with the Intermodal Transportation Center site selection and environmental reporting process #2. You will recall that the City Council approved a resolution on October 10, 2011, (attached) directing staff to suspend acquisition of the property located on the blocks bounded by Evans, Cotanche, 8th, and 9th Streets and to start a new site selection process.

Staff mailed twenty-five Request for Proposal notices to firms inviting them to submit a proposal; a copy of that notice is attached. Two proposals were received. Moser Mayer Phoenix and URS Corporation-North Carolina submitted proposals. Moser Mayer Phoenix (MMP) was the firm that performed the Intermodal Transportation Center feasibility study, site selection/operating model study and environmental reporting for the first site approved by City Council.

A team comprised of the following persons evaluated each of the proposals and later met in person as a group to make the final selection:

- Marsha Wyly, Chair, Greenville Public Transportation and Parking Commission
- Wood Davidson, ECUSTA
- Wes Anderson, Public Works
- Thom Moton, City Manager's Office
- Bill Bagnell, ECU
- Rebecca Clayton, Pitt Area Transit

The team rated MMP's proposal above URS and agreed unanimously that MMP provided the proposal that best responded to the City's needs. Staff is working with MMP to finalize the contract negotiation process so that the City Council can consider the contract at its April 9 City Council meeting.

Federal Transit Administration officials affirmed on February 28, 2012, the agency's earlier determination that the new site selection process is eligible for federal and state funds. Therefore, the City's estimated expense is approximately \$15,000.

Memo to City Council - ITC
February 29, 2012
Page 2

Staff will present the Moser Mayer Phoenix contract for your consideration at the April 9 City Council meeting. If you have any questions about this memo, please contact me.

Respectfully submitted,



Thomas M. Moton, Jr.

als

Attachment

cc: Wayne Bowers, City Manager
Dave Holec, City Attorney
Carol Barwick, City Clerk
Scott Godefroy, Public Works
Nancy Harrington, Public Works
Greenville Bicycle and Pedestrian Commission
Historic Preservation Commission
Public Transportation and Parking Commission
Redevelopment Commission



City of Greenville, North Carolina

Meeting Date:
10/10/2011
Time: 6:00 PM

Title of Item: Resolution determining to consider alternative Intermodal Transportation Center sites

Explanation: At the conclusion of the site selection process, on May 8, 2008 the City Council approved the recommended site for the proposed Intermodal Transportation Center. The selected site is located on the two blocks bounded by Evans, Cotanche, 8th, and 9th Streets. Since approval, the City staff has been working with consultants, state officials, and federal agencies to obtain environmental clearance for the selected site. On June 30, 2011 the Federal Transit Administration gave final environmental clearance to the site. Property appraisals and the site acquisition process are underway.

Some City Council Members have expressed concerns about the selected site. During the past several months, City staff have received comments questioning whether the selected site is the appropriate location for the Center. Specifically, East Carolina University has expressed concerns about potential bus-pedestrian conflicts on Cotanche Street near the Center. Uptown Greenville has expressed support of the project, but listed several areas of concern about the selected site.

In August City staff learned that an another site that had been planned for private development may now be available for consideration as a location for the Intermodal Transportation Center. City staff performed a preliminary analysis of this site and determined that it met several of the selection criteria such as closeness to downtown, proximity to East Carolina University, and access to a developed street system. Contact was then made with the owner of this property, which is located at the intersection of Dickinson Avenue and Reade Circle to confirm its availability.

Based on the potential availability of this alternate site, City staff would like to suspend acquisition of property located in the site selected in 2008. As required by federal regulations, changing to another location would require a new site selection process that includes citizen and stakeholder involvement.

Federal officials have confirmed that the City can change the site and will not be required to pay back grant funds expended on the project to date. Federal officials point out that all state and federal requirements must be met in the evaluation of moving the location in order to qualify for federal and state funding. To change to another site will require a City Council approved resolution.

Fiscal Note:

A total of \$230,568 has been expended on the project to date (\$201,337 federal/state and \$29,231 City.)

Recommendation:

Approve the attached resolution authorizing staff to suspend acquisition of the property located in the two blocks bounded by Evans, Cotanche, 8th, and 9th Streets; to begin a new site selection process following federal regulations; and to propose a site for City Council approval at the completion of the new site selection process.

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

Attachments / [click to download](#)

[ITC_resolution_supporting_a_new_location_908796](#)

RESOLUTION NO. _____
RESOLUTION DETERMINING TO CONSIDER
ALTERNATIVE INTERMODAL TRANSPORTATION CENTER SITES

WHEREAS, the City Council of the City of Greenville desires to construct an Intermodal Transportation Center using federal funds awarded through the Federal Transit Administration, state funds provided by the North Carolina Department of Transportation, and local funds of the City of Greenville;

WHEREAS, the City Council of the City of Greenville concluded its Intermodal Transportation Center site selection process on May 8, 2008, with the selection as the site of the area consisting of two blocks bounded by Cotanche Street, Evans Street, East 8th Street, and East 9th Street;

WHEREAS, City of Greenville staff has worked with consulting firms and federal, state, and local officials to obtain environmental clearance of the selected site;

WHEREAS, on June 30, 2011, the Federal Transit Administration issued the final environmental clearance for the site;

WHEREAS, in August, 2011, City of Greenville staff became aware of an alternative site that is available for potential acquisition;

WHEREAS, City of Greenville staff's preliminary assessment finds that the alternative site meets many of the site selection criteria, including proximity to downtown, proximity to East Carolina University, and convenient access to publicly owned offices and facilities; and

WHEREAS, a new site selection process for the Intermodal Transportation Center, including citizen and stakeholder participation, must be completed in order to select an alternative site;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby determine to suspend the acquisition of the property in the area consisting of two blocks bounded by Cotanche Street, Evans Street, East 8th Street, and East 9th Street, to commence a new site selection process for the Intermodal Transportation Center in compliance with federal regulations, and to consider, after the completion of the new site selection process, an alternative Intermodal Transportation Center site.

This the 10th day of October, 2011.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk

908796

Item # 19
Item # 16

December 2, 2011

To: Interested Qualified Planning, Engineering and Architects/Engineering Firms

Subject: Request for Proposals for Facility Programming, Site Evaluation, & Conceptual Design of an Intermodal Transportation Center for the City of Greenville, NC

The City of Greenville, NC, is seeking proposals from Planning, Engineering and Architects/Engineering firms interested in providing Facility Programming, Site Evaluation, & Conceptual Design services for an Intermodal Transportation Center. The consultant will perform a site selection study and prepare environmental documentation for the construction of a federally funded Intermodal Transportation Center in the City of Greenville, NC. The consultant will work with City staff and a committee of stakeholders to determine the preferred site and to complete the appropriate FTA required environmental documentation for that site.

Proposals must be submitted in a sealed envelope marked clearly "City of Greenville Intermodal Transportation Center RFP" delivered or mailed to the City of Greenville Department of Public Works, 1500 Beatty Street, Greenville, NC 27834 by **12:00 (noon), Friday, December 23, 2011** and shall include:

- A cover letter of no more than one (1) page.
- The total proposal to include the cover letter shall not exceed more than 21 pages. Proposals with more than 21 pages will not be considered.

A copy of the complete request for qualification can be found on the City's website on the Department of Public Works Engineer Division Page. Additionally, they may be obtained by calling Amanda Braddy, Engineering Division at 252-329-4467 and on the project website page at www.greatnc.com.

Interested firms are invited to submit proposals as outlined in the enclosed "**Request for Proposals**." Questions regarding the **Request for Proposals** should be directed to Thom Moton, Assistant City Manager at (252) 329-4432.

Sincerely,

Wesley B. Anderson
Director of Public Works

Enclosure

cc: Scott Godefroy, City Engineer
Thom Moton, Assistant City Manager



City of Greenville, North Carolina

Meeting Date: 4/9/2012
Time: 6:00 PM

Title of Item: North Carolina Constitutional Amendment One

Explanation: Council Member Marion Blackburn has requested that a discussion of proposed North Carolina Constitutional Amendment One be placed on the City Council agenda. A copy of the proposed amendment is attached.

Fiscal Note: No cost to the City.

Recommendation: Discuss proposed North Carolina Constitutional Amendment One.

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

Attachments / click to download

[Amendment 1](#)

**GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2011**

**SESSION LAW 2011-409
SENATE BILL 514**

AN ACT TO AMEND THE CONSTITUTION TO PROVIDE THAT MARRIAGE BETWEEN ONE MAN AND ONE WOMAN IS THE ONLY DOMESTIC LEGAL UNION THAT SHALL BE VALID OR RECOGNIZED IN THIS STATE.

The General Assembly of North Carolina enacts:

SECTION 1. Article 14 of the North Carolina Constitution is amended by adding the following new section:

"Sec. 6. Marriage.

Marriage between one man and one woman is the only domestic legal union that shall be valid or recognized in this State. This section does not prohibit a private party from entering into contracts with another private party; nor does this section prohibit courts from adjudicating the rights of private parties pursuant to such contracts."

SECTION 2. The amendment set out in Section 1 of this act shall be submitted to the qualified voters of the State at a statewide election to be held on the date of the first primary in 2012, which election shall be conducted under the laws then governing elections in the State. Ballots, voting systems, or both may be used in accordance with Chapter 163 of the General Statutes. The question to be used in the voting systems and ballots shall be:

FOR AGAINST

Constitutional amendment to provide that marriage between one man and one woman is the only domestic legal union that shall be valid or recognized in this State."

SECTION 3. If a majority of votes cast on the question are in favor of the amendment set out in Section 1 of this act, the State Board of Elections shall certify the amendment to the Secretary of State. The Secretary of State shall enroll the amendment so certified among the permanent records of that office.

SECTION 4. The amendment set out in Section 1 of this act is effective upon certification.

SECTION 5. This act is effective when it becomes law.

In the General Assembly read three times and ratified this the 14th day of September, 2011.

s/ Walter H. Dalton
President of the Senate

s/ Thom Tillis
Speaker of the House of Representatives

